



**City of
RIVER FALLS**
COMMON COUNCIL AGENDA
November 8, 2016

Call Meeting to Order – 6:30 p.m.

Pledge of Allegiance

Roll Call

Approval of Minutes – October 25, 2016, Meeting Minutes [Page 3](#)

October 11 and 25, 2016, Workshop Minutes [Page 6](#)

October 25, 2016, Closed Session Minutes

Approval of Bills (Bjerstedt) §

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

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:

CONSENT AGENDA:

1. Resolution Approving 2017-2019 Tree Service Contract [Page 10](#)
2. Resolution Approving Appointment of City Treasurer and Finance Director [Page 25](#)
3. Resolution Approving Agreement between City of River Falls and Pierce/St. Croix Counties Regarding Shared Ride Taxi Funds for the Year 2017 [Page 31](#)
4. Resolution Approving Taxi Service Provider Agreement/ Taxi Vehicle Lease Agreement 2017 [Page 40](#)
5. Resolution Accepting Bid for Transformer Concrete Containment Structure [Page 53](#)
6. Resolution Regarding Special Use Permit and Lease for Verizon Tower (Mann Valley) [Page 58](#)

ORDINANCES AND RESOLUTIONS:

7. Ordinance 2016-16 Amending Chapter 12.06 Residential Parking Permit System-Oak Knoll Avenue and Grotenhuis Addition – First Reading [Page 74](#)
8. Ordinance 2016-17 - An Ordinance Appropriating The Necessary Funds For The Operation Of The Government And Administration Of The City Of River Falls, Wisconsin, For The Year 2017 – First Reading [Page 85](#)

REPORTS:

9. Report from the River Falls Housing Authority
10. Budget in Brief
11. Administrator's Report [Page 97](#)



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CLOSED SESSION:

12. *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:

13. Take action on Closed Session Items if necessary

ADJOURNMENT Publish: River Falls Journal 11/03/16; Posted 11/03/2016



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

October 25, 2016

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

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

Members Absent: None

Staff Present: 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; Scot Simpson, City Administrator; Mary Zimmermann, Communications Manager; Amy Peterson, Assistant Community Development Director; Weston Arndt, WPPI Senior Energy Services Representative / Program Coordinator; Tony Steiner, City Planner; Jennifer Zeiler

Others: Susan Reese, Kevin Swanson, Lisa Moody, Dave Fodroczi, others

The Pledge of Allegiance was said.

APPROVAL OF MINUTES:

October 11, 2016, Regular and Closed Session Meeting Minutes

MSC Cronk/Odeen approve minutes. Unanimous.

APPROVAL OF BILLS:

Bills - \$1,685,442.65

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

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:

There was none.

CONSENT AGENDA:

Acknowledgement of the following minutes:

River Falls Housing Authority – 9/14/16; Police and Fire Commission – 8/1/16; Park and Recreation Advisory Board – 9/21/16; Utility Advisory Board – 9/19/16; Historic Preservation Commission – 7/13/16

Resolution No. 6091 Appointing City Clerk

Resolution No. 6092 Approving Shared Savings Agreement and Promissory Note with WPPI Energy with Moody's Incorporated

Resolution No. 6093 Approving Shared Savings Agreement with Moody's Incorporated

Resolution No. 6094 - Regarding Health and Dental Insurance Renewal for 2017

Resolution No. 6095 - Approving General Development Plan for Spring Creek Estates 1st Addition Planned Unit Development

MSC Morrissette/Gagne move to approve Consent Agenda. Unanimous.

ORDINANCES AND RESOLUTIONS:

Resolution No. 6096 Approving the Committee Members, Plan Schedule and Public Engagement Plan for the Kinnickinnic River Corridor Plan

Community Development Director Buddy Lucero provided background on the resolution. He spoke about hiring consultants, SEH. Lucero talked about the committee member makeup and getting representation from different groups, compiling a schedule, and creating a public engagement plan. He spoke about adding the information to the City's website. Lucero said the first meeting was slated for December 8. He asked for the Council's support in the process. Alderperson Bjerstedt asked if the meetings would be open to the public. Lucero said yes. There was further discussion about public comment at the meetings.

MS Morrisette/Cronk move to approve resolution. Morrisette felt the correct people were being appointed but was concerned that the 'people' were being appointed rather than their 'designation'. He wanted to amend the resolution to reflect his concern.

MS Morrisette/Gagne move to amend resolution to add "Whereas, members of the Kinnickinnic Corridor Committee serve at the pleasure of the Mayor."

The Mayor asked for a vote on the amendment. It passed unanimously. The Mayor asked for a vote on the original motion. It was unanimously approved.

REPORTS:

Report from the Plan Commission – South Main Street Study

City Planner Tony Steiner provided a report on the Plan Commission. He talked about the members of the Plan Commission and their duties. He spoke about the role of the commission including community planning, subdivision, zoning and the official map of the City. Steiner gave a summary of the 2016 workload. He talked about the South Main Street Study. The report will cover existing conditions, SWOT analysis, vision/goals, recommendations and mapping.

Assistant Community Development Director Amy Peterson gave a preview of staff's vision of items coming up for the Plan Commission in 2017. She talked about an ordinance clean-up. Peterson said staff was exploring options for training for the Plan Commission. She said Brandy Howe was hired as a Senior Planner.

Administrator's Report

Alderperson Watson asked about progress on parking for Oak Knoll. Simpson said there have been discussions but he didn't have a report yet.

Assistant City Administrator Bergstrom introduced the new City Clerk Jennifer Zeiler. Zeiler introduced herself to Council.

Alderperson Bjork asked about sign vandalism at UW-River Falls, the City's dropbox and Odd/Even Parking.

Comptroller's Report from September 2016

Comptroller Odeen read the report as follows: General Fund revenues through the end of September were \$8,982,783 or 93 percent of budgeted. Revenues in September include \$1.88 million in land sales from Land O' Lakes for the WinField projects, \$59,959 in payment in lieu of tax from the River Falls Housing Authority, and \$41,000 in building permit revenue. Expenditures for the same period were \$6,518,632 or 67 percent of budgeted for a net of revenues over expenditures of \$2,464,151.

ANNOUNCEMENTS:

Mayor's Appointment

The Mayor said he was going to wait on making the appointment as he had questions for staff.

CLOSED SESSION:

MS Morrissette/Bjork move to recess into Closed Session at 7:02 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: 1300 South Main Street.”

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

MSC Morrissette/Watson to move into Open Session at 7:25 p.m. Unanimous.

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

Respectfully submitted,

Kristi McKahan,
Deputy City Clerk



BUDGET WORKSHOP
October 25, 2016 – 4:30 p.m.

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

City Staff: Keri Schreiner, Management Analyst; Julie Bergstrom, Finance Director/Assistant City Administrator; Brent Buesking, Management Analyst Fellow; Scot Simpson, City Administrator; Kevin Westhuis, Utility Director; Amy Peterson, Assistant Community Development Director; Al Rolek, Finance Director; Reid Wronski, City Engineer

The workshop was called to order at 4:42 p.m.

City Administrator Simpson gave kudos to Julie Bergstrom for her efforts with the budget. Simpson provided some background and a timeline on facility projects. He thought it provided a context for planning that goes into keeping facilities up-to-date. He told Council that staff has not worked the budget out - but that everyone would work it out together.

The budget is the last piece of larger funding items. The City has a fiscal plan in place. This budget has assumptions of a pretty heavy levy for what the Council wants to accomplish. It includes support for staff, minor additions to staffing, and upcoming projects. There are no real issues for 2017-2018.

Simpson talked about investment in facilities including the major buildings and the years they were built. He talked about future planning for facilities and about Glen Park. In this proposed budget, there will not be two major buildings at Glen Park. He said the three biggest impacts are the splash pad, Kinni trailhead and playground. Simpson spoke about options. He talked about reducing the scope from \$4.5 million to \$4 million. A majority of the construction would be in 2019; the safe room would be built in 2018 and the Police station would be slated for 2022. Simpson doesn't see that we could do both Glen Park and build a new Police station at the same time.

Aldersperson Bjork asked about doing the Police station first and then Glen Park. Aldersperson Watson felt Glen Park should be done first and the Police station second. A feasibility study for a new Police station could be done during the same time as the Glen Park project.

Simpson talked about doing a feasibility study in 2017, with preliminary design in 2018/19 and a final design/bid/construction in 2020. The Mayor agreed with Watson. Bjork asked about the space in the current Police station. Aldersperson Gagne was in favor of doing the Police station. He felt it is a priority, and it is important. Aldersperson Odeen also agreed with Watson. She said building a new Police station got added quickly and thinks we need some planning. Aldersperson Cronk said that the Council has continued to push parks off. At some point, we need to address the parks. He said let's get the park done.

The Mayor was okay with doing the feasibility study for the Police station and delaying the construction. He said he had spoken with Police Chief Young who was okay with waiting until 2022.

Aldersperson Morrissette said a citizen survey showed that they value parks. He supports the Police Department but it came through quickly, and he feels the Council needs to follow through on the parks. Watson talked about how to sequence out the plan. Morrissette would like to see the City do some

building sinking funds for some of the large projects – maybe the Police station. He provided an example. Watson talked about prepaying for the Police station.

Simpson talked about reasonable debt and paying for things now. He spoke about Glen Park and the Police station. He also talked about the maintenance of facilities to prevent safety issues. Simpson asked Council about their feelings on a street light utility. There was discussion about both of these options. Simpson told Council if they were in favor of doing them, the money would be designated for a certain purpose such as road maintenance. It would be easy to explain to the residents. Bjork asked about user fees such as for a kayak landing. There was discussion.

Simpson said staff would plan on doing Glen Park in 2018/2019 and the Police station in 2022. The Mayor, Cronk and Bjerstedt agreed. Gagne said he could get behind it if the City planned on doing the Police station in 2022 and didn't delay it. The Mayor felt it was important to continue to look at alternate revenues. We are giving residents great service, and we need to stay on top of it.

Simpson said the more development we have, the quicker we can pay projects off. He talked about revenues but said we also watch expenditures.

Gagne had questions about compost, court penalties versus revenue and the Greenwood Cemetery. Bjork asked about development fees. There was a discussion about value and the fee schedule. Simpson said staff would review the fee schedule.

The meeting was adjourned at 6:17 p.m.

Respectfully Submitted,

Kristi McKahan, Deputy City Clerk



BUDGET WORKSHOP
October 11, 2016 – 5 p.m.

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

City Staff: Keri Schreiner, Management Analyst; Julie Bergstrom, Finance Director/Assistant City Administrator; Brent Buesking, Management Analyst Fellow; Scot Simpson, City Administrator; Nancy Miller, Library Director; Kevin Westhuis, Utility Director

City Administrator Scot Simpson talked about fiscal planning and implementation. He provided a budget 101 and explained Council is adopting a budget summary. This budget is for 2017–2018 together. It is \$80 million for both years.

He talked about the assessed value of \$903 million. The mill rate is .0063. Simpson talked about the levy and tax rate and blended rate. He spoke about the tax bill and about how to frame a tax discussion.

Aldersperson Bjerstedt asked about the differences in county tax rates.

The 2014-2017 fiscal plan was done in November 2013. It was focused on property tax. There was increased funding for operations, capital projects, while maintaining a fund balance.

Simpson talked about the City's financial policies. We comply with GAAP. We prepare a balanced budget and include contingency funding. We plan a property tax levy and maintain adequate reserves. We maintain or improve debt ratios.

Simpson talked about the long-term financial plan. He talked about the projected tax levy for the general fund and the increase over the term of 2015-2019. There is a proposed increase of eight percent between 2015-2019. There was a comparison of two budgets, discussion of wages and benefits, health insurance costs, funding for employee training, and infrastructure. There is increased funding for street maintenance. We are looking to upgrade to SCADA systems for electric/water/sewer. We are also looking to add a FTE for facilities maintenance.

Simpson talked about capital funding in 2017-18 and the total general operating debt. He spoke about the estimated tax impact in the City only.

Simpson wanted input from City Council on funding Glen Park and the Police Station

If the Council wants to do both projects, the scope needs to be changed. We need to pre-fund levy, increase levy, and look at alternate revenue or use fund balance.

Aldersperson Watson talked about timing and the use of prepaying for funding. Simpson said the City could also do a 20 year pay back.

Simpson's "go to" strategy is to "wait". As a community, we have stacked up projects. Glen Park is probably a \$1 million project.

Simpson asked if the Council wanted to do everything all at once. There was discussion about strategy for general fund levy.

Aldersperson Watson felt it was important to make investments in community. His is not against reducing scope. We should not be afraid to invest in the community.

The meeting was adjourned at 6:20 p.m.

Respectfully Submitted,

Kristi McKahan, Deputy City Clerk

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Nathan Croes, City Forester

DATE: November 8, 2016

TITLE: **Municipal Tree Service Contract with St. Croix Sav-A-Tree**

RECOMMENDED ACTION

Adopt the resolution approving entering a contract with St. Croix Sav-A-Tree for municipal tree services for three years beginning January 1, 2017.

BACKGROUND

The City has contracted with St. Croix Tree Service since the 1970s for tree/stump removal and tree trimming services. During the most recent contract, St. Croix Tree Service was purchased by Sav-A-Tree, a national company which has been performing tree services since 1985. Due to the transition of St. Croix Tree Service to Sav-A-Tree along with an increase in other tree services serving the Western Wisconsin area, the tree services contract was put out for competitive quotes. This also allowed the contract and technical specs to be updated and redefined to better serve the City in upcoming years. Staff feels St. Croix Sav-A-Tree came in with the quote most beneficial to the City for its future needs. Staff proposes a three year contract with St. Croix Sav-A-Tree expiring on December 31, 2019.

DISCUSSION

In December 2016, the City will complete a three contract with St. Croix Sav-A-Tree, formally known as St. Croix Tree Service. The City's contract for tree services has typically run for three years with an option to renew if agreed to by both the City and the tree service contractor. St. Croix Sav-A-Tree did not express interest in renewing the current contract at the current rates the City receives. Thus, the upcoming contract was put to bid and received two competitive quotes back from St. Croix Sav-A-Tree and JCE Tree Services. Attached are the bid packets that were returned from both bidding parties.

Single tree removal is the largest portion of expenses in the professional services budget and the difference in removal prices between quotes is significant. Stump grinding prices and the tree trimming rates were negligibly different when adjusted per worker. The City has worked with the current contractor, St. Croix Sav-A-Tree since the mid-1970s. Staff has been pleased with the quality of work, response time, and overall professionalism. There has been no drop-off in level or service or quality that the City has received in the company's transition from St. Croix Tree Services to St. Croix Sav-A-Tree. It is the staff's recommendation to accept the bid from St. Croix Sav-A-Tree for a three year contract.

FINANCIAL CONSIDERATIONS

Attached is a draft fee schedule for services with St. Croix Sav-A-Tree. Staff anticipated a moderate increase in the contract prices across the board from our current contract. Tree removal has increased to \$285 from the old rate of \$220 per tree. The rate is the same for both diseased and non-diseased trees. The unit cost removal for stumps has increased from \$50 to \$90 with cleanup of material included. Boulevard tree trimming has increased from \$130 per hour per two person crew with aerial lift (\$260 per hour with a four person crew) to \$351 per hour with a four person crew. This new amount is pro-rated based on the size of the crew the contractor needs to complete a particular task.

The 2017-2018 budget for tree removal and stump grinding is \$39,400.

CONCLUSION

Staff recommends a three year contract with St. Croix Sav-A-Tree for the prices quoted. Also attached is a resolution for your review and action.



RESOLUTION NO.

**REGARDING APPROVING THE CONTRACT OF TREE SERVICES
WITH ST. CROIX SAV-A-TREE**

WHEREAS, St. Croix Sav-A-Tree has had the contract for the past three years; and

WHEREAS, St. Croix Sav-A-Tree has provided reliable service during the contract period; and

WHEREAS, St. Croix Sav-A-Tree was the low bidder for the new contract period of January 1, 2017, through December 31, 2019; and

WHEREAS, Council reviewed the terms of this service contract at their regular meeting of November 8, 2016, and found them to be acceptable.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby approves the tree services contract with St. Croix Sav-a-Tree for the period of January 1, 2017, through December 31, 2019, as outlined in the contract.

BE IT FURTHER RESOLVED that the Mayor, Comptroller and City Clerk are hereby authorized to sign said contract on behalf of the City.

Dated this 8th Day of November, 2016

Dan Toland, Mayor

ATTEST:

Jennifer Zeiler, City Clerk

**2017-2019 CONTRACT DOCUMENTS FOR THE REMOVAL
OF TREES AND STUMPS ON PUBLIC PROPERTY
INCLUDING TRIMMING AND PRUNING OF PUBLIC TREES
CITY OF RIVER FALLS**

FEE SCHEDULE

This Contract for tree and stump removal and tree trimming is made and entered into by the City of River Falls and St. Croix SavATree. The applicable specifications and the special provisions, attached, are all made a part of this contract.

This contract shall be in effect from January 1, 2017, through December 31, 2019, as provided for below:

Fee Schedule

(January 1, 2017 – December 31, 2019)

CITY TREE AND STUMP REMOVAL INCLUDING CLEANUP AND DISPOSAL

Trees
\$ 285 per tree

Stumps
\$ 90 per stump

BOULEVARD TRIMMING INCLUDING CLEANUP AND DISPOSAL

\$ 351 per hr. for 4 man crew with bucket truck and chipper (pro-rated per crew member)

\$ 390 per hr. for 4 man crew with bucket truck and grapple truck (pro-rated per crew member)

IN WITNESS WHEREOF, the owner and said contractor have hereunto set their hands and seals the day and year first above written.

FOR THE CONTRACTOR

RECOMMENDED FOR APPROVAL

(Signature)

City Forester

(Name)

FOR THE CITY OF RIVER FALLS

(Title)

City Administrator

Date _____

Date _____

**2017-2019 CONTRACT DOCUMENTS FOR THE
REMOVAL OF TREES AND STUMPS ON
PUBLIC PROPERTY
INCLUDES TRIMMING AND PRUNING OF PUBLIC TREES
CITY OF RIVER FALLS**

1. Trees/Stumps/Tree Trimming Removal Property Access and Property Owner Notification

a. Notification shall be given by the City Forester whenever it is determined that a public nuisance exists on private premises. Notice shall be in accordance with the procedures outlined in Section 10.05(c) of the Municipal Code. The City Forester shall forward proof of notification to the contractor.

Upon receipt of notice from the City Forester, contractor shall make personal contact with the owner of property and or tenant of the property at least 48 hours before beginning its operation on that property. Objections shall be forwarded to the City Forester for review and resolution with the parties involved. In such cases no work shall commence until a determination has been made by the City Forester. The contractor shall also obtain permission to use adjacent property for access to or from work site.

b. In the case of trees located in the right-of-way the contractor shall make contact with adjacent property owners at least 48 hours prior to commencement of work. Primary contact shall be by door hanger or whenever possible, in person. Objections shall be forwarded to the City Forester for review and resolution with the parties involved. No work shall commence until a determination has been made by the City Forester.

2. Inspection of Site

a. Each contractor should visit the sites of the proposed work and become fully acquainted with the existing conditions there relating to the removal of trees and/or stumps and tree trimming and should be informed as to the facilities involved, the difficulties and restrictions attending the performance of the contract.

3. Execution of Agreement: Performance and Payment Bond

a. Subsequent to the award and within ten (10) days after prescribed forms are presented for signature, the successful contractor shall execute and deliver to the City of River Falls an agreement in the form included in the contract documents in such number of copies as the City of River Falls may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful contractor shall within the period specified in paragraph "a" above furnish a surety bond on a penal sum of not less than the amount of the annual estimated cost of tree and stump removal and tree trimming as set out in the accepted proposal as security for the faithful performance of the contract, and for the payment of all persons, firms, or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment or services of any nature including utility and transportation services employed or used by the contractor in performing the work. Such bond shall be in the same form as that included in the contract documents and shall bear the same date as or a date subsequent

to the date of the agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guarantee or surety company listed in the latest issue of the U.S. Treasury Form 570 and licensed to do business in the State of Wisconsin, and the penal sum shall be within the maximum specified for such company in said Form 570. The minimum amount of the bond shall be \$10,000.

c. Failure of the successful contractor to execute such agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature or within such extended period as the City of River Falls may grant in writing, based upon reasons determined sufficient by the City of River Falls, shall constitute a default; and the City of River Falls may either award the contract to the next best responsible Bidder or re-advertise for bids and may charge against the Bidder the difference between the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond.

4. Superintendence by Contractor

a. Except where the contract is an individual who gives one's personal superintendence to the work, the Contractor shall have a competent superintendent, satisfactory to the City of River Falls and the City Forester, on the work site at all times during working hours with full authority to act for them. The Contractor shall also provide an adequate staff for the proper coordination and expediting of the work executed by the Contractor under the agreement.

5. Subcontracts

a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until they have received written approval for such subcontractor from the City of River Falls.

b. No proposed subcontractor shall be disapproved by the City of River Falls except for cause to be determined by the City of River Falls.

c. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with applicable provisions of this contract for tree and stump removal and tree trimming.

d. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the City of River Falls.

6. Other Contracts

a. The City of River Falls may award, or may have awarded, other contracts for additional work; and the Contractor shall cooperate fully with such other Contractors by scheduling its own work with that to be performed under other contracts as may be directed by the City of River Falls. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled.

7. Notice to Proceed

a. After execution of the agreement, a Notice to Proceed will be issued to the Contractor which shall clearly and accurately set forth the area which is thereby released to the Contractor for tree and stump removal and tree trimming and shall fix the starting and completion dates therefore, in accordance with the contract time.

8. Payments

a. Final Payment: After final inspection and acceptance by the City of River Falls of all work under the contract, the Contractor shall prepare a requisition for final payment and submit it to the City for approval. The final payment shall consist of the total cost of tree and stump removal and tree trimming as adjusted in accordance with approved change orders less all previous payments and subject to withholding of any amount due the City of River Falls under the section entitled "Liquidated Damages."

b. The City of River Falls, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect its interest. The City of River Falls, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts. Any payments so made shall in no way impair the obligations of any surety or sureties on any bond or bonds furnished under this contract.

c. The payment to the Contractor by the City of River Falls shall be made subject to the following:

That no payment under the contract shall act as a waiver of the right of the City of River Falls to require the fulfillment of all of the terms of the contract.

9. Changes in the Work

a. The City of River Falls may make changes in the scope of the work required to be performed by the Contractor by making addition thereto, or by omitting work therefrom, without invalidating the contract, and without relieving or releasing the Contractor from any of its obligations under the contract or any guarantee given by the Contractor pursuant to the contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds.

10. Claims for Extra Cost

a. If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, the Contractor shall, within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the work, submit this protest thereto in writing to the City of River Falls stating clearly and in detail the basis of the Contractor's objections. No such claim will be considered unless so made.

b. Any discrepancies which may be discovered between actual conditions and those represented by the drawing shall at once be reported in writing to the City of River Falls, and work shall not proceed except at the Contractor's risk until written instructions have been received by the Contractor from the City of River Falls.

c. If, on the basis of the available evidence, the City of River Falls determines that an adjustment of the contract price and/or time is justifiable, the procedure shall then be as provided for in Section 9 – Changes in the Work.

11. Termination: Delays: and Liquidated Damages

a. Termination of Contract: If the Contractor refuses or fails to prosecute the work with such diligence as will insure completion within the time specified in these contract documents, the City of River Falls, by written notice to the Contractor, may after 14 days terminate the contract. Upon such termination, the City of River Falls may take over the work and prosecute the same to completion, by contract or otherwise; and the Contractor and its sureties shall be liable to the City of River Falls for the liquidated damages for any delay in the completion of the work as provided hereafter. If the Contractor's right to proceed is terminated, the City of River Falls may take possession of and utilize in completing the work such materials, tools, equipment and plans as may be on the site of the work and necessary therefore.

b. Liquidated Damages for Delays: If the work is not completed within the time stipulated including any extensions of time for excusable delays as herein provided or reductions in time due to omission of part of the work, the Contractor shall pay to the City of River Falls as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed the amount as set forth and the Contractor's sureties shall be liable to the City of River Falls for the amount therefore.

c. Liquidated Damages: As actual damage for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and its sureties shall be liable for and shall pay to the City of River Falls the sum of fifty dollars (\$50.00) as fixed, agreed and liquidated damages, for each calendar day of delay from the date stipulated for completion in the "Notice to Proceed" or as modified in accordance with Section 9 – Changes in the Work, and Section 11 – Terminations: Delays: and Liquidated Damages under General Conditions, until such work is satisfactorily completed. A calendar shall be any whole or fractional part of a working day.

d. Excusable Delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

1. To any acts of the government, including controls or restrictions upon or requisitioning of material, equipment, tools, or labor by reason of war, National Defense or any other national emergency;
2. To any acts of the City of River Falls;

3. To causes not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other contracts with the City of River Falls, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and to any delay of any subcontractor occasioned by any of the causes specified in subparagraphs 1, 2, and 3 of this paragraph.

Provided, however, that the Contractor promptly (within 10 days) notifies the City of River Falls in writing of the cause of the delay. The City of River Falls shall then ascertain the facts concerning the cause of the delay and the extent to which completion of the project as a whole has been delayed. If the facts show the delay to be properly excusable under the terms of this contract, the contractor will be allowed to complete the delayed work without penalty.

12. Permits and Codes

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, rules, regulations and codes of the City of River Falls within three (3) days after the date of said contract. Before beginning the work, the Contractor shall examine Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City of River Falls. Where the requirements of the Technical Specifications fail to comply with such applicable ordinances or codes, the City of River Falls will adjust the contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the contract price. Should the Contractor fail to observe the foregoing provisions and do work at variance with any applicable ordinance code, including any written waivers (notwithstanding the fact that such methods are in compliance with the Technical Specifications), the Contractor shall correct the methods of doing such work without cost to the City of River Falls; but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive had the change been made before the Contractor commenced work on the items involved.
- b. The Contractor shall comply with the applicable laws, ordinances, rules and regulations governing the disposal of materials, debris, rubbish, and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or in connection with tree and stump removal and tree trimming.
- c. The Contractor, at its own expense, will comply with all requirements of the Public Service Commission with respect to public utilities.

13. Care of Work

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until

completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of River Falls.

b. In an emergency affecting the safety of life or property, on or adjoining the site, the Contractor shall act, either at Contractor's own discretion or as instructed by the City of River Falls, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City of River Falls.

c. The Contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures, or any other property (except that which is to be replaced or removed), either on or adjacent to the site. The Contractor shall repair at its own expense and in a manner satisfactory to the City of River Falls any damage thereto caused by its operations.

14. Accident Prevention

a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damage to persons or property either on or off the site which occur as a result of the Contractor's fault or negligence in connection with the prosecution of the work. The safety provisions of applicable ordinances and laws and building and construction codes and all ordinances and rulings hereon concerning work under the contract shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City of River Falls may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of all local, county, state and federal laws and regulations.

b. The contractor shall provide proper traffic control of both vehicular, cyclist and foot traffic when working in the right-of-way or when work is to be done on property with a sidewalk.

c. The Contractor shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under contract. The Contractor shall promptly furnish the City of River Falls with reports concerning these matters.

d. The Contractor shall indemnify and save harmless the City of River Falls from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person or corporation, public or private, any damage to or destruction of property, public or private, as a result of any work conducted under this contract.

15. Use of Premises

a. The Contractor shall confine its equipment, storage or materials and operations to the limits prescribed by ordinances or permits or as may be directed by the City of River Falls.

b. The Contractor shall comply with all reasonable instructions of the City of River Falls and the ordinances and codes of the City of River Falls regarding signs, advertising, traffic, fires, signal barricades and fire prevention and all safety laws, ordinances, and rulings.

16. Review by Local Public Agency

a. The City of River Falls, its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions and other relevant data and records pertaining to this contract provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the City of River Falls through its authorized representatives or agents.

17. Final Inspection

a. When the work of tree and stump removal and tree trimming is substantially completed, the Contractor shall notify the City of River Falls in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice.

18. Deduction for Uncorrected Work

a. If the City of River Falls deems it not expedient to require the Contractor to correct work not done in accordance with the contract documents, an equitable deduction from the contract price will be made by agreement between the Contractor and the City of River Falls and subject to settlement, in case of dispute, as herein provided.

19. Insurance

a. The Contractor shall indemnify and hold harmless, to the fullest extent allowed by law, the City of River Falls, Wisconsin, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, that are caused in whole or in part by the Contractor, any subcontractor, or any agents or representatives, either directly or indirectly employed by them. The insurance coverage must include and the insurance certificate must indicate waivers of subrogation on all policies in favor of the City of River Falls, and all policies (except for workers compensation insurance) must include the City of River Falls as additional insureds.

Contractor shall not commence work under this contract until it has obtained all insurance required under this Section and such insurance has been approved by the City of River Falls, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Minimum Requirements

a. **Workers' Compensation Insurance and Employer's Liability Insurance:** The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance

company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of its subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include statutory requirements

Coverage B - Employers Liability

\$500,000 Each Person

\$500,000 Each Person by Disease

\$500,000 Policy Limit - Disease

b. General Liability Insurance

- a. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting contractor and the City of River Falls against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$2,000,000 Each Occurrence

\$2,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

- b. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
- c. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
- d. Coverage shall also include Products/Completed Operations (CG2037 or equivalent)
- e. City of River Falls shall be named as Additional insured (CG2010 or equivalent).
- f. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 2503 or equivalent).
- c. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect Contractor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for contractor in any capacity in connection with

the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage 1,000,000 Combined Single Limit

- d. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Wisconsin and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of River Falls.
- e. Certificate of Insurance: All Certificates of Insurance shall be filed with the City of River Falls on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing the City of River Falls is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of River Falls thirty (30) days, notice of cancellation non-renewal or any material reduction of insurance coverage.

20. General Guaranty

a. Neither the final certificate of payment nor any provisions in the Contract Documents nor partial or entire use of occupancy of the premises by the City of River Falls shall constitute an acceptance of the work not done in accordance with the contract or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with terms and Contract Documents. The City will give notice of observed noncompliance with reasonable promptness. The Contractor will pay for or repair any damage to other work or property resulting from the pursuit and performance of the work under this contract.

21. Risk of Loss

a. The City of River Falls assumes no responsibility for the condition of existing buildings and structures and other property on the project areas nor for their continuance in the condition existing at the time of issuance of the invitation for bids or thereafter. No adjustment of contract price or allowance for any change in conditions which may occur after the invitation for bids has been issued will be made.

22. Live Utilities and Other Property

- a. The Contractor shall assume all responsibilities for damage attributable to him to any property upon, or passing through, the project area. Diggers Hotline shall be notified to provide proper locating services before any underground excavation commences.
- b. If disconnections of overhead or underground utility services are required to be made, the Contractor shall comply with all River Falls Municipal Utility, Wisconsin Telephone, local and St. Croix County requirements and regulations including the barricading of streets, the removal and restoration of pavement and other pertinent matters.

23. Liens

a. The Contractor will protect the City of River Falls and real estate owned by it against any liens of any nature whatsoever, whether mechanics or material-men or otherwise, and in the event any statement for a lien should be filed against said premises or any portion thereof, and shall not be discharged of record within thirty (30) days after notice by the City of River Falls to the Contractor of said lien. The City of River Falls may, but shall not be required to, pay whatever amount shall be deemed by it necessary to secure a discharge of said lien record and upon demand by the City of River Falls for all its expenses, including attorney's fee, if any, in a reasonable amount, incident to securing the discharge of record of said lien together with interest at the rate of 6% per annum from the time any advance or payment shall have been made by the City of River Falls for said purposes, or any of them.

24. Time for Completion

a. The bidder shall remove all trees furnished to him on a list provided by the City of River Falls after notification of award within 30 days after said notification. Thereafter, the Contractor agrees to remove all trees and stumps within 30 days after notification by the City of River Falls to remove said trees. This time limit may be amended by the City Forester for reasonable cause.

b. The Contractor must perform the work in a continuous operation and shall be fully completed with the work on or before the date established in the Notice to Proceed for Tree and Stump Removal and Tree Trimming.

c. In the case of an emergency due to storm damage as deemed by the City Forester. The City of River Falls reserves the right to contract for services outside of this contract only if the contractor is not able to meet a 48 hour response window to remove hazards.

25. Responsibilities of Contractor

a. Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, changes, levies, or fees or other expenses incurred; and all other services and facilities of every nature whatsoever necessary for the performance of the Contract with the specified time.

26. Safety, Cleanup and Special Provisions

a. The removal of trees and stumps and tree trimming as required under the terms set forth in this contract shall be performed in a coordinated and safe manner as herein provided and particularly:

1. All logs, branches, and chips from stump removal shall be removed and hauled by the Contractor to an approved landfill or burning site at their expense.
2. No combustible debris shall be thrown, stored, or burned on adjacent parcels,

sidewalks, streets, or alleys. Debris created from tree and stump removal and tree trimming at each property must be disposed of as demolition or removal work proceeds.

3. All tree and stump removal and tree trimming operators, storing or processing of debris outside the boundaries of the properties covered by this contract is forbidden except as provided for in the Technical Specifications.

b. The operations of the Contractor shall be done in such a manner as to avoid fires and other hazards to persons and property and interference with the use of other buildings or interruption of free passage to and from such buildings.

27. Severability

a. If any portion of this agreement is found to be unenforceable or invalid by judicial authority, it shall not affect the remaining portions of the agreement.

28. Term

a. This agreement shall terminate on December 31, 2019 unless extended by mutual agreement of the parties.

MEMORANDUM

TO: Mayor Toland and City Council Members

FROM: Julie Bergstrom, Asst. City Administrator

DATE: November 8, 2016

TITLE: **Appointment of Finance Director and City Treasurer**

RECOMMENDED ACTION

Adopt the resolution approving the appointment of Alan Rolek as Finance Director and City Treasurer, effective December 1, 2016.

BACKGROUND

The positions of Finance Director and City Treasurer are appointed positions within the City Code under section 2.08.020, along with the Assessor, City Clerk, City Engineer, and Utility Director among others.

With the hiring of Allan Rolek as Finance Director, Council approval for his official appointment as Finance Director and City Treasurer is requested.

DISCUSSION

Current Situation

Julie Bergstrom has been the Finance Director and City Treasurer since 1989, and most recently Finance Director/Asst. City Administrator. Alan Rolek was hired to separate the positions and provide more support for the finance function.

Alan Rolek has more than 38 years of experience in municipal finance, working for the City of Brooklyn Park, City of Lino Lakes, City of Shorewood and the City of Falcon Heights during his career.

His responsibilities have included:

- Development and implementation of Financial Policies and Procedures
- Management of Cash and Investments

- Management and Issuance of Debt
- Provide and Communicate Financial Information to City Council and Departments
- Oversight of Financial Accounting, Financial Reporting and Budgeting services and Utility Billing
- Oversight of Customer Service Division
- Oversight of Deputy Registrar function
- Oversight of Assessing Division

Al has been active in his professional associations. He has served as Chair of several standing committees for the Minnesota Government Finance Officers Association (MnGFOA), and as president of the Association in 2000. He has also served several years on the Treasury and Investment Management Committee for the Government Finance Officers Association of the United States and Canada (GFOA) as a sub-committee chair and ex-officio member. He served a three-year term as a member of the Executive Committee of the GFOA from 2006 – 2009.

Al received a BA degree in Finance and Public Administration from Metropolitan State University, and has completed course work in the Master of Arts in Public Administration (MAPA) program at Hamline University. Continuing education has included attending the GFOA Advanced Government Finance Institute, attending seminars and conferences at the state and national level, and special training opportunities.

CONCLUSION

Council approval of the resolution appointing Allan Rolek as Finance Director and City Treasurer is recommended.

**CITY OF RIVER FALLS, WI
JOB DESCRIPTION**

JOB TITLE: Finance Director

DIVISION: Administration

REPORTS TO: Assistant City Administrator

DATE: July 2016

FLSA STATUS: Exempt

SUMMARY:

The Finance Director has direct supervisory and management responsibility for professional-level subordinate supervisors, and administrative responsibility which includes long-range planning, establishing and directing Citywide financial related programs, assuring compliance with federal and state regulatory agencies, as well as the City's internal management policies and capital and operating budgets. Responsible for debt planning and management, investment of surplus funds, and other administrative and management duties.

ESSENTIAL FUNCTIONS:

- Supervises the Accounting Manager and provides direction for Finance Department operations, projects and goals.
- Supervises the IT Coordinator and provides direction for projects and goals.
- Directs preparation of required reports as mandated by Federal, State and County agencies
- Responsible for cash management and investment of City funds
- Supervises the preparation of the biennial budget; assists with the presentation to committees, boards and the City Council
- Responsible for ensuring accuracy and compliance in all payroll functions including reporting and withholding requirements
- Monitors the internal control and accounting systems and recommends changes to the Assistant City Administrator to ensure the accuracy and security of all accounting records and funds
- Makes recommendations for financial policy changes
- Responsible for ERP module additions as applicable to the Finance Department
- Reviews and recommends changes to maintain compliance with reporting requirements regulated by the IRS and State of Wisconsin
- Oversees the City's rate making and billing process, recommends policy or process changes
- Responsible for annual financial disclosure reports required by external agencies.
- Responsible for debt issuance, required payments and annual reporting activities.
- Prepares financial reports as required for the City Council and other boards and commissions.
- Works with consultants on creation of tax increment districts, processes tax increment financing payments and administers the necessary annual reporting.
- Works with the City's auditors throughout the year and during the annual year-end audit process.
- Prepares, in coordination with the City Clerk, tax rate calculations and accuracy of annual

tax roll.

- Maintains a good working relationship with various outside agencies including the Wisconsin Department of Revenue, Department of Transportation, Regional Planning Agencies, Pierce and St. Croix County, Business Improvement District, Chamber of Commerce, University of Wisconsin – River Falls, consultants, and vendors.
- Responds to and follows up with general inquires and complaints from citizens and general public.

OTHER SKILLS/ABILITIES:

- Must possess thorough knowledge of the functions and organizations of municipal government and the work of the Common Council; comprehensive knowledge of the general laws and administrative policies governing municipal financial practices and procedures of accounting and budgeting in government.
- Knowledge and experience with generally accepted accounting principles (GAAP) and governmental accounting auditing and financial reporting (GAAFR).
- Knowledge of computer programs and operating systems.
- Knowledge of accounting software packages and ERP systems
- Must work independently and relate effectively with many varying public issues and people is vital.
- Must communicate effectively orally and in writing.
- Requires a high-degree of skill in conflict/resolution and able to deal with community groups, consultants and the general public.
- Effective problem solving and analytical skills

QUALIFICATIONS/EDUCATION:

Minimum

- Bachelor's degree in Accounting, Public Administration, or related field
- Three years of experience in supervision and/or administration
- Five or more years progressively responsible managerial, professional and administrative experience in a public agency

Preferred

- Certified Public Accountant designation
- Master's degree in Public Administration or Business Administration, or related field
- Enterprise Resource Planning (ERP) experience

WORK ENVIRONMENT:

The noise level in the work environment is usually moderate.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel objects, tools or controls, and talk or hear. The employee frequently is required to sit. The employee is occasionally required to stand; walk; reach with hands and arms; and stoop, kneel, crouch or crawl.

The employee must occasionally lift and/or move up to 25 pounds.

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



RESOLUTION NO.

**RESOLUTION APPOINTING FINANCE DIRECTOR AND CITY TREASURER
(ALAN ROLEK)**

WHEREAS, the positions of Finance Director and City Treasurer are 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 Finance Director and City Treasurer shall have the powers and duties provided by Section 62.09(9), 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, Alan Rolek has been hired as the Finance Director and City Treasurer and is prepared to assume the duties effective December 1, 2016; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby appoints Alan Rolek as Finance Director and City Treasurer, effective December 1, 2016.

Dated this 8th day of November, 2016.

Dan Toland, Mayor

ATTEST:

Jennifer Zeiler, City Clerk



MEMORANDUM

TO: Mayor Toland and City Council

FROM: Tony Steiner, City Planner *Tony Steiner*

DATE: November 8, 2016

TITLE: **Resolution Approving Agreement Between City of River Falls and Pierce/St.Croix Counties Regarding Shared Ride Taxi Funds for the Year 2017**

RECOMMENDED ACTION

The attached resolution approves the reimbursement agreements with both Pierce and St. Croix Counties for taxi service for 2017.

BACKGROUND

These agreements are approved annually to help with the local share of the taxi service costs. The taxi service is funded through Federal and State grants, fare revenues and local funding.

The projected funding is as follows:

Operating Grant	2016 Estimate	2017 Estimate
Fare Revenues	\$80,675	\$85,000
Federal Grant-Operation	\$94,251	\$99,030
State Grant	\$60,845	\$66,254
County Grant	\$12,498	\$12,370
City Share-Operations	\$32,387	\$20,405
Total Operations	\$280,656	\$383,059

Capital Grant	2016 Estimate	2017 Estimate
Federal Grant-Capital	\$0	\$31,500
City Share-Capital	\$0	\$5,500
Total Capital	\$0	\$37,000

DISCUSSION

The projected 2017 costs have been estimated to remain stable based on year-to-date 2016 actuals. This may change with the fourth quarter, and also through the grant review process. Ridership has increased also, from 24,500 in 2010, to an estimated 36,500 passengers in 2016. The goal is to keep the local share (City and counties) operating subsidy at less than \$2.00 per ride.

*Memorandum to Mayor and City Council
Resolution Approving Agreement Between City of River Falls and Pierce/St. Croix Counties
Regarding Shared Ride Taxi Funds for the Year 2017
November 8, 2016
Page 2*

The proposed 2017 local subsidy is projected to be \$0.60 per ride, excluding the local share for capital equipment. Pierce County (\$5,094) and St. Croix County (\$7,276) contributions will total \$12,370. The net estimated City share for operations will be \$20,405 using the above assumptions.

FISCAL IMPACT

The local operating share required with the taxi grant will be funded with \$12,370 from Pierce and St. Croix counties, and \$20,405 from a transfer from the General Fund. The local share for the purchase of a replacement van will be funded with \$31,500 in Federal dollars, and \$5,500 from a transfer from the General fund.

CONCLUSION

Recommend approval of the agreements with Pierce and St. Croix counties. Attached is a resolution for your review and action.



RESOLUTION NO _____
RESOLUTION APPROVING AGREEMENT BETWEEN
CITY OF RIVER FALLS AND PIERCE/ST. CROIX COUNTIES
REGARDING SHARED-RIDE TAXI FUNDS
FOR THE YEAR 2017

WHEREAS, the City of River Falls is submitting our annual grant proposal to the State of Wisconsin and the Federal Government to operate a taxi service in River Falls; and

WHEREAS, the grant proposal requires local financial support to operate the service; and

WHEREAS, St. Croix and Pierce Counties have agreed fund the local share requirement; and

WHEREAS, contracts have been drafted between the City of River Falls and the Counties describing all parties' obligations to the system; and

WHEREAS, the Common Council of the City of River Falls has reviewed the proposed contracts

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of River Falls that it hereby approves the proposed contracts between the City of River Falls and Pierce and St. Croix Counties.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to sign said contracts on behalf of the City.

Dated this 8th day of November, 2016

Dan Toland, Mayor

ATTEST:

Jennifer Zeiler, City Clerk

REIMBURSEMENT BY PIERCE COUNTY
TAXICAB SERVICE IN THE CITY OF RIVER FALLS

THIS AGREEMENT is made and entered into this 8th day of November, 2016, by and between Pierce County, Wisconsin (hereinafter referred to as “County”), and the City of River Falls (hereinafter referred to as “City”) and in consideration of the mutual covenants contained herein, the parties agree as follows:

WHEREAS, public funds are available to the City to assist in the operation of a taxi service in the City limits, as an element of Mass Transit pursuant to Section 85.20, Wisconsin Statutes, and Section 18 of the Urban Mass Transportation Act of 1964, as amended; and

WHEREAS, the City has entered into a contract with the State of Wisconsin to procure the operating funds necessary to provide the taxi service within the corporate limits and five miles outside of the corporate limits of the City, and has also entered into a contract with a taxi provider for these services; and

WHEREAS, the City and County have previously entered into reimbursement agreements for taxicab services in the City of River Falls, in exchange for the discontinuance of the operation of specialized transportation service in the City of River Falls; and

WHEREAS, the City and County wish to continue this reimbursement relationship for calendar year 2017.

NOW, THEREFORE, the parties agree as follow:

1. The county will continue to not provide specialized transportation service

the corporate limits and five miles outside of the corporate limits of the City of River Falls.

2. To replace the specialized transportation service that was provided in the past by the county, the county agrees to purchase taxi service from the City of River Falls. The cost of purchasing this service from the City shall be total sum of \$1,273.50 per calendar quarter per year. It is understood that for the calendar year 2017, the maximum payment liability of the County to the City of River Falls shall be \$5,094.00.
3. The County shall submit the sum of \$1,273.50 to the City of River Falls on March 31, 2017, June 30, 2017, September 30, 2017, and December 31, 2017.
4. The River Falls Shared-Ride Taxi Service tabulates all trips by passenger type and by trip purpose on forms with instructions provided by the County. This information will be provided to the County twice each year. The months of January through June will be due to the County by July 31, the months of July through December will be due to the County by January 31 of the next year.
5. The City of River Falls shall have an audit conducted at the close of the 2017 calendar year, and is anticipated to be completed in the early part of 2018. In the event an audit reveals that the City's share for the taxi service is below \$5,094.00, then amounts shall be refunded to the County, pro rata, for any amounts less than \$5,094.00 that would be the City's share of funding for the taxi service. It is understood that the payments of the County under this contract are reimbursements to the City of River Falls for what otherwise would have been the City's share of funding for the taxi service. The Wisconsin Department of Transportation and Pierce County also have the right to conduct an audit of contracted services.

6. The City shall have the continued right, as set forth in a contract addendum between the same parties, dated November 13, 1985, to set special taxi fare rates for individuals who were eligible and participating in federally funded programs which were being administered by the County.

7. This contract may be extended with the written consent of the parties for the calendar year 2018, said consent to be given in writing in August of 2017, and shall again be for an amount mutually agreed upon up to a maximum amount of reimbursement, to provide specialized transportation with taxi service within the City of River Falls conditioned upon continued funding at River Falls. Any extension of this contract shall be by the State of Wisconsin and the Federal Government, and upon continued operation of the taxi service by the City of River Falls, otherwise, this contract to become null and void.

WHEREFORE, the parties have placed their hands and seals on the date first written above.

PIERCE COUNTY

FOR THE CITY OF RIVER FALLS

County Representative

Dan Toland, Mayor

Date

Date

ATTEST:

Jennifer Zeiler, City Clerk

Diane Odeen, Comptroller

Date

Date

REIMBURSEMENT BY ST CROIX COUNTY
TAXICAB SERVICE IN THE CITY OF RIVER FALLS

THIS AGREEMENT is made and entered into this 8th day of November, 2016 by and between St. Croix County, Wisconsin (hereinafter referred to as “County”), and the City of River Falls (hereinafter referred to as “City”) and in consideration of the mutual covenants contained herein, the parties agree as follows:

WHEREAS, public funds are available to the City to assist in the operation of a taxi service in the City limits, as an element of Mass Transit pursuant to Section 85.20, Wisconsin Statutes, and Section 18 of the Urban Mass Transportation Act of 1964, as amended; and

WHEREAS, the City has entered into a contract with the State of Wisconsin to procure the operating funds necessary to provide the taxi service within the corporate limits and five miles outside of the corporate limits of the City, and has also entered into a contract with a taxi provider for these services; and

WHEREAS, the City and County have previously entered into reimbursement agreements for taxicab services in the City of River Falls, in exchange for the discontinuance of the operation of specialized transportation service in the City of River Falls; and

WHEREAS, the City and County wish to continue this reimbursement relationship for calendar year 2017:

NOW, THEREFORE, the parties agree as follow:

1. The county will continue to not provide specialized transportation service

the corporate limits and five miles outside of the corporate limits of the City of River Falls.

2. To replace the specialized transportation service that was provided in the past by the county, the county agrees to purchase taxi service from the City of River Falls. The cost of purchasing this service from the City shall be total sum of \$1,819.00 per calendar quarter per year. It is understood that for the calendar year 2017, the maximum payment liability of the County to the City of River Falls shall be \$7,276.00.
3. The County shall submit the sum of \$1,819.00 to the City of River Falls on March 31, 2017, June 30, 2017, September 30, 2017, and December 31, 2017.
4. The River Falls Shared-Ride Taxi Service tabulates all trips by passenger type and by trip purpose on forms with instructions provided by the County. This information will be provided to the County twice each year. The months of January through June will be due to the County by July 31, the months of July through December will be due to the County by January 31 of the next year.
5. The City of River Falls shall have an audit conducted at the close of the 2017 calendar year, and is anticipated to be completed in the early part of 2018. In the event an audit reveals that the City's share for the taxi service is below \$7,276.00, then amounts shall be refunded to the County, pro rata, for any amounts less than \$7,276.00 that would be the City's share of funding for the taxi service. It is understood that the payments of the County under this contract are reimbursements to the City of River Falls for what otherwise would have been the City's share of funding for the taxi service. The Wisconsin Department of Transportation and Pierce County also have the right to conduct an audit of contracted services.

6. The City shall have the continued right, as set forth in a contract addendum between the same parties, dated November 13, 1985, to set special taxi fare rates for individuals who were eligible and participating in federally funded programs which were being administered by the County.

7. This contract may be extended with the written consent of the parties for the calendar year 2018, said consent to be given in writing in August of 2017 and shall again be for an amount mutually agreed upon up to a maximum amount of reimbursement, to provide specialized transportation with taxi service within the City of River Falls conditioned upon continued funding at River Falls. Any extension of this contract shall be by the State of Wisconsin and the Federal Government, and upon continued operation of the taxi service by the City of River Falls, otherwise, this contract to become null and void.

WHEREFORE, the parties have placed their hands and seals on the date first written above.

ST CROIX COUNTY

FOR THE CITY OF RIVER FALLS

County Representative

Dan Toland, Mayor

Date

Date

ATTEST:

Jennifer Zeiler, City Clerk

Diane Odeen, Comptroller

Date

Date

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Tony Steiner, City Planner 

DATE: November 8, 2016

TITLE: **Taxi Service Provider Agreement/ Taxi Vehicle Lease Agreement 2017**

RECOMMENDED ACTION

Approval of the attached resolution and agreements for the following items

1. Acceptance of Running, Inc. as the Shared-Ride Taxi Service Provider for 2017 and approval of the 2017 agreement for services.
2. Approval of the 2017 vehicle lease agreement between the City and Running, Inc.

BACKGROUND

Taxi Service Provider Agreement 2017

In September 2014, the City issued a request for proposal (RFP) for the 2015 taxi service year to comply with the federal and state grant requirements. Proposal information was posted on the State of Wisconsin Vendor Net and was available to State approved firms that are capable of managing the taxi service. The City received proposals from two qualified vendors; Running, Inc. was selected as the service provider for the 2015 and 2016 calendar years, with options to extend for three additional years. Running Inc. is a transportation service provider with 20 years' experience in public transportation and operates 27 shared ride taxi programs in the State of Wisconsin.

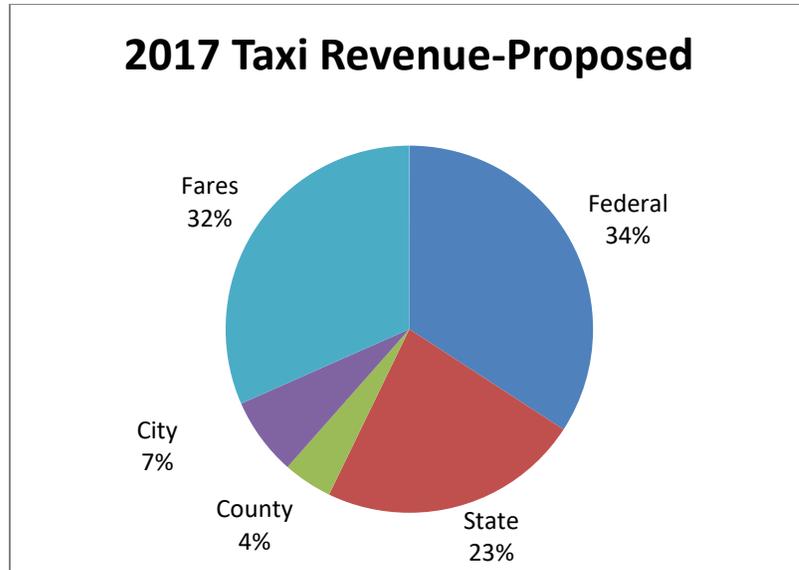
Taxi Vehicle Lease Agreement 2017

The City owns three taxi vehicles, which were purchased primarily with federal grant funds. The City leases the vehicles to the approved taxi provider for \$1.00 per year, under the conditions outlined in the attached agreement. This equipment is provided to the service contractor as part of the management agreement with Running, Inc.

FISCAL IMPACT

1. **Taxi Service Provider Agreement 2017**-The annual cost of providing Shared-Ride Taxi Service in 2017 will be \$30.06 per operating hour, or \$275,474 per year.

Passenger revenues, county, state, and federal grants cover the majority of the expenses leaving a local (City) share of approximately \$20,000 annually.



2. Taxi Vehicle Lease Agreement 2017- No fiscal Impact

RECOMMENDATION

One resolution approving both agreements is included your review and action. Attached are the 2017 Taxi Service Agreement and 2017 Vehicle Lease Agreement for your review. Staff recommends approval of the 2017 Taxi Service Provider Agreement and the 2017 Taxi Vehicle Lease.

- **Exhibit 1** – Resolution Approving Agreements to Contract with Running Inc. for the Year 2017
- **Exhibit 2** – River Falls Shared Ride Taxi Services Agreement 2017
- **Exhibit 3** – Vehicle Lease Agreement between the City of River Falls and Running Inc., 2017



EXHIBIT 1

RESOLUTION NO.

**RESOLUTION APPROVING AGREEMENTS
TO CONTRACT WITH
RUNNING, INC
TO PROVIDE SHARED-RIDE TAXI SERVICES
FOR THE CITY OF RIVER FALLS
FOR THE YEAR 2017**

WHEREAS, the Common Council of the City of River Falls wishes to provide shared ride taxi service for the City of River Falls for the year 2017; and

WHEREAS, an RFP was issued to solicit proposals from qualified taxi service providers; and

WHEREAS, Running Inc. was selected as the Service Provider for 2015 and 2016 with renewal options for three additional one year periods; and

WHEREAS, an attached agreement has been prepared to outline the duties and responsibilities of the taxi provider for the year 2017; and

WHEREAS, an agreement has also been prepared to lease vehicles to Running Inc. for the year 2017; and

WHEREAS, the Common Council has reviewed the proposed agreement and lease:

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby approves the agreement and lease between the City of River Falls and Running Inc., to provide shared-ride taxi service for the City of River Falls for the year 2017.

BE IT FURTHER RESOLVED that the City Administrator is authorized to negotiate and finalize the agreements and the Mayor and City Clerk are authorized to sign on behalf the City.

Dated this 8th day of November, 2016

Dan Toland, Mayor

ATTEST:

Jennifer Zeiler, City Clerk

EXHIBIT 2

RIVER FALLS SHARED-RIDE TAXI SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of November, 2016, by and between the City of River Falls, a Wisconsin municipal corporation, located in Pierce and St. Croix Counties, State of Wisconsin, hereinafter referred to as "City", and Running, Inc., hereinafter referred to as "Taxi Service".

WITNESSETH:

WHEREAS, public funds are available to the City to assist the taxi service, as an element of mass transit operating in the City of River Falls, pursuant to Section 85.20 WI Statutes, Section 18 of the Urban Mass Transportation Act of 1964, as amended; and

WHEREAS, the City is desirous of having a taxi service operate mass transit services in the City of River Falls and five (5) miles outside the corporate limits of the City of River Falls, and is therefore willing to provide financial assistance in cooperation with, and in addition to the public funds available through the State of Wisconsin; and

WHEREAS, Pierce County and St. Croix County have indicated their willingness to cooperate with this mass transit system and provide additional monies for its successful operation; and

WHEREAS, the electorate of the City has expressed its desire in having mass transit services available to the City as reflected in the favorable vote in a referendum ballot held at the general spring election on April 3, 1985:

NOW, THEREFORE, IT IS AGREED by and between the City of River Falls and the Taxi Service, in consideration of the mutual covenants contained herein, as follows:

I. OBLIGATIONS OF TAXI SERVICE.

- A. Operate its service in accordance with the provisions of the 2017 operating assistance contract to be entered into between the City and the State of Wisconsin, which contract is incorporated herein by reference.

B. Taxi service will be provided Monday through Friday from 6:00 a.m. to 10:00 p.m.; Saturday from 8:00 a.m. to 10:00 p.m.; and Sunday from 8:00 a.m. to 8:00 p.m. No taxi service will be provided after 6:00 p.m. on Christmas Eve Day or on Christmas Day. No reduction or change shall be allowed unless approved by the Common Council of the City of River Falls and the Wisconsin Department of Transportation.

C. To have sufficient number of taxicabs in proper operating order available at all times during the term of this contract to provide taxi service as described in the City's October, 2014 Request for Proposal (RFP).

D. Keep a daily log of all passengers which shall include the fare charged.

E. To provide financial statements on no less than a monthly basis to the City, in such a format as may be required by the City and the State of Wisconsin.

F. Maintain true and accurate records of all operating revenues and expenses in such form as is required of it by the Wisconsin Department of Transportation and communicated to it by the City. The books and records of the taxi operator shall be available to the Common Council of the City of River Falls, or its designee, and shall be subject to audit by the Wisconsin Department of Transportation.

G. To schedule and have performed any and all necessary maintenance on the taxi vehicles, including both routine and extraordinary maintenance and repairs in order to render them serviceable. Taxi service may be requested to present each taxicab for inspection by the River Falls Police Department at three (3) month intervals. All reasonable expenses of repair, maintenance, licensing and other costs associated with the taxicabs shall be paid as incurred by the taxi service.

H. To hire and retain in its employ a sufficient number of qualified drivers to meet the demands for service under the terms of this contract. The Taxi Service drivers shall be hired in accord with the qualifications and standards established by the City. Nonetheless, the drivers shall constitute employees of the Taxi Service, which shall have the sole ability to hire, control and terminate drivers.

I. The Taxi Service agrees to initiate a drug control program in accordance with applicable Federal regulations.

J. The Taxi Service agrees to assist the City in complying with requirements of the Americans with Disabilities Act (ADA).

K. The Taxi Service agrees to all terms and conditions of the City's October 2014 RFP incorporated herein by reference as if fully set forth and that it shall conform its performance to the same.

L. It is further understood and acknowledged by the Taxi Service that at all times and for all purposes relevant to this contract, it is an independent contractor and that it is solely responsible for the acts and omissions of its officers, employees and agents. Neither it nor any of its officers, employees or agents are entitled to or may expect any form of compensation other than that which is expressly provided for in this agreement, whether in the form of salary, wages, fringe benefits or other forms or types of compensation. The Taxi Service shall be solely responsible, subject only to the City's expectation that it fulfill the terms of this contract, for the means, mode and methods of providing the Shared Ride Taxi service called for herein. Additionally, the Taxi Service shall indemnify and hold the City and State, as well as their officers, employees and agents, harmless from any and all claims, lawsuits, awards of damages and expenses related to negligence in the operation of its taxi service under the terms of this contract. In addition, the Taxi Service shall provide its employees with workers compensation and unemployment coverage in accord with the law.

M. The Taxi Service shall, in addition to the records expressly referred to above, maintain and provide to the City upon request, such other or further records as may be required of it pursuant to the terms of the RFP and the State operating assistance contract.

N. Taxi Service shall be responsible for procuring and paying all applicable workers compensation insurance, liability insurance and physical damage insurance on each vehicle, with limits of not less than \$1,000,000/person, \$1,000,000/accident, \$1,000,000/property damage, \$1,000,000 excess automobile liability; general liability with limits of not less than \$1,000,000 per occurrence, \$1,000,000 per aggregate; all unemployment compensation, and all sales tax and income taxes that may be applicable. The City shall be listed as additional insured on all policies. The City may include the taxi vehicles on the City's insurance policies at their sole discretion. Expenses for unemployment compensation, workers compensation and liability and physical damage insurance shall be submitted as monthly expenses to the City.

O. Taxi Service shall be solely responsible for all self-employment tax.

P. Taxi Service shall provide and maintain its own comprehensive insurance covering the capital items.

II. OBLIGATIONS OF THE CITY.

A. Review and, if appropriate, approve the monthly statements referred to in Article I.F. above. Issue a payment on a regular, monthly basis, the amount of which shall be either equal to one-twelfth (1/12) of the estimated deficit as established in the annual grant approved of by the State of Wisconsin, or based on actual monthly expenses less monthly fare revenues. Nonetheless, the Taxi Service understands and agrees that the said monthly payments are tentative only and shall be subject to adjustment at such time as when the State of Wisconsin, Department of Transportation, issues its final determination of the amount of the total operating deficit for the year in question. For purposes of this paragraph, “total operating deficit” shall be defined as meaning all operating expenses for a given calendar year, which have been approved of by the State of Wisconsin on an audit basis as being authorized in accord with the terms of this contract, the 2017 operating assistance contract between the City and the State and applicable State and Federal laws and regulations, less the total of passenger revenues as approved by the State of Wisconsin on an audit basis for the City’s Shared Ride Taxi program resulting in the calculation of the local operating subsidy. In the event that the total operating deficit is determined to be less than the total of the 12 monthly subsidy payments received by the Taxi Service from the City, then upon invoice from the City, the Taxi Service shall reimburse the City for the total amount of the surplus. If the total operating deficit is more than the total of the 12 monthly subsidy payments received by the Taxi Service from the City, then the City shall pay to the Taxi Service the excess of the total operating deficit versus the total of the 12 monthly payments.

B. It shall provide the Taxi Service with such capital equipment as has been purchased with applicable Federal and local funds with which to fulfill its obligations under this contract.

C. It shall comply, where applicable, with the provisions of the 2017 State Operating Assistance Contract in its administration of and performance under this contract.

III. CONTRACT SUBJECT TO STATE AUDIT

The parties hereto agree and understand that the eligibility of the Taxi Service for its combined State and Federal and local subsidies shall be determined upon the basis of an annual, year-end audit of the expenses and revenues of the Shared Ride Taxi Program, performed by the State of Wisconsin, Department of Transportation. The purpose of said audit shall be to

recognize acceptable program expenses, against which State and Federal subsidies shall be applied, resulting in a calculation of the total operating deficit, as defined in Article II., above, which deficit shall be covered by the local operating subsidy to which the City and Pierce and St. Croix Counties shall contribute. Both parties agree to accept, as a final determination of the total operating deficit, the audited calculations of the State of Wisconsin, which shall form the basis of the determination of whether the total of the local subsidy payments shall equal, exceed or be less than the total operating deficit, both as to the amount of the local operating subsidy as well as to the means of its calculation. It is further understood and acknowledged that the said annual audit will probably occur at a time remote from the audit year in question, notwithstanding which, each party understands and agrees that the final determination of its financial obligations hereunder shall not be concluded until the said audit results have been issued by the State.

IV. MISCELLANEOUS.

A. The licenses issued to Taxi Service for each taxi shall not be transferable nor are the rights of this contract assignable by either party without the written consent of the other.

B. Termination. The City of River Falls reserves the right to terminate this contract with a 90-day written notice of such termination, served either personally or by certified mail at Taxi Service's last known address.

C. Commencement. This contract shall commence on the 1st day of January, 2017, and shall terminate without notice on the 31st day of December, 2017, unless extended or renewed by mutual agreement of the parties prior to the termination date.

D. Marketing. The marketing of Taxi Service's service shall include, at a minimum, media advertising, posters and listings in the yellow pages of the telephone directory.

E. Equal Employment Opportunity. Taxi Service shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin. Taxi service shall take affirmative action to ensure that applicants are treated during employment without regard to race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.

F. Officials Not to Benefit. No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or any benefit arising therefrom.

G. Interest of Public Officials. No member officer or employee of the City during that person's tenure or for one year thereafter shall have any interest, direct or indirect, in the contract or the proceeds thereof.

H. Ineligible Contractor. Taxi Service hereby certifies that it is not included on the U. S. Comptroller General's Consolidated List of ineligible contractors.

I. Disadvantaged Business Enterprise. In connection with the performance of this agreement, Taxi Service will cooperate with the City in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises.

J. Title VI Civil Rights Act. Taxi Service shall assure that no person shall, on the grounds of race, color, creed, sex, age, national origin or handicap be denied the benefits of the contracted service.

K. Wisconsin Law Applicable. The parties agree that Wisconsin law shall govern both the interpretation and application of the terms and conditions of this contract.

L. Venue for Dispute Resolution. The parties agree that the Circuit Court for Pierce County, Wisconsin shall be the venue for any litigation concerning their respective rights and responsibilities under this contract.

M. Notices. Notices under this contract shall be delivered personally or by U.S. mail to the following designated representatives of the parties hereto:

City: Jennifer Zeiler, City Clerk
City of River Falls
222 Lewis Street, Suite 202
River Falls, WI 54022

Taxi Service: Justin Running, Vice President
Running, Inc.
318 W. Decker St.
Viroqua, WI 54665

IN WITNESS WHEREOF, the parties have placed their hands and seals on the date first written above.

FOR THE CITY OF RIVER FALLS

ATTEST:

Dan Toland, Mayor

Diane Odeen, Comptroller

Jennifer Zeiler, City Clerk

RUNNING INC

Justin Running, Vice President

ATTEST:

**2017 VEHICLE LEASE AGREEMENT
BETWEEN THE CITY OF RIVER FALLS
AND
RUNNING INC**

WHEREAS, the City of River Falls has purchased vehicles with grants from the “Section 18” program of the Federal Transit Administration (FTA); and

WHEREAS, it is proposed that said vehicles be leased from the City of River Falls by Running Inc. located in River Falls, Wisconsin, and operated by said Lessee under the terms of certain licenses granted by the City and its agreement to provide taxi service dated November 25, 2014, copies of which documents are incorporated herein by reference.

NOW, THEREFORE, it is agreed by and between the City of River Falls as Lessor, and Running Inc., as follows.

The Lessor shall, and does hereby, lease the following vehicles to the Lessee for a period of one year, commencing January 1, 2017:

2013 Braun Van	VIN # 2C4RDGBG6DR780936
2014 Dodge Caravan SE	VIN # 2C7WDGBG0FR652166
2015 Eldorado Amerivan	VIN # 2C7WDGBG2ER473173

With the following terms and conditions:

1. Lessee shall lease said vehicles and operate the same in accordance with its authority to operate taxicab service in the City of River Falls and surrounding area pursuant to the licenses and agreement set forth therein, copies of which are incorporated herein by reference.
2. Title to the vehicles shall be in the name of the City of River Falls with Running, Inc. on the registration as Lessee. The Lessee may not sublease these vehicles.

3. The vehicles shall only be used by the Lessee for the purpose of providing taxi service in accordance with its operating assistance contract referred to above.
4. The Lessee shall immediately notify the City if the vehicles are no longer used in the provision of taxi service. The Lessee shall also keep satisfactory records with regard to the use of the equipment and submit to the City upon request such information as may be required by the City to assure compliance.
5. The Lessee shall perform preventative maintenance on the vehicles and any ADA (Americans with Disabilities Act) accessibility equipment at a level no less than the manufacturer's recommended specifications. The vehicles shall be maintained in accordance with the maintenance plan filed with WisDOT.
6. The Lessee shall make the vehicles available to the Wisconsin Department of Transportation (Department) and the City upon demand for the purpose if an annual verification or other inspections deemed necessary by the Department or the City.
7. A Certificate of Insurance for each one of the following coverages shall be filed with the City Clerk prior to any operation of said vehicles:
 - a. The vehicles shall be insured for damage or loss from fire, theft, collision, and shall contain a comprehensive damage provision.
 - b. The vehicles shall be insured for liability for personal injury and property damage in not less than \$1,000,000 combined single limit policy, and an umbrella policy of not less than \$1,000,000. The City shall be named as co-insured.
 - c. The collision insurance shall provide for a deductible of not more than \$250.00.
 - d. The Lessor shall be named as an additional insured on the liability policy, and all other policies shall contain a provision providing for loss to be payable to the Lessor as its interest may appear.

- e. The City may elect at its sole discretion to add the above vehicles to the City's insurance policies.
- 8. Lessor reserves the right to require the Lessee to restore the vehicle or pay for damages to the vehicles as a result of abuse or misuse of such vehicles with Lessee's knowledge and consent.
- 9. Lessee shall pay to the Lessor, as lease payment for said vehicles, the sum of \$1.00 per year, per vehicle. The sum total of the lease payments received by the City over the life of the vehicles cannot exceed the local share contributed at the time the vehicle was purchased.
- 10. In the event of a default on the part of the Lessee in the payment of the lease required hereunder, or by its failure to perform any of its other obligations under this agreement, the Lessor may, at its option, declare the lease terminated and may take immediate possession of the vehicles leased hereunder, without notice.
- 11. Lessee agrees to obtain, as a condition of this agreement, prior to the end of the term of this lease or its termination in the event of a default, whichever occurs first, a full release of any outstanding mechanic's liens for maintenance and repair work performed with respect to any of the leased vehicles.

This agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns.

Dated this ____ day of November, 2016

FOR CITY OF RIVER FALLS:

FOR PROVIDER:

By _____
Dan Toland, Mayor

By _____
Running, Inc.

By _____
Diane Odeen, Comptroller

By _____

By _____
Jennifer Zeiler, City Clerk

ATTEST: _____

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Kevin Westhuis, Utility Director

DATE: November 8, 2016

TITLE: **Resolution Authorizing Award of a Bid for a 24' x 30' Poured Concrete Transformer Containment Structure for a 69kV Power Transformer for the Power Plant Substation Project**

RECOMMENDED ACTION

Adopt a resolution approving the award of the accepted bid to T&J Concrete Foundations for a 24' x 30' poured concrete transformer containment structure for the Power Plant Substation project that will be used to accommodate the new 69kV transformer.

BACKGROUND

The City has three substations: North Substation, Southfork Substation, and the Power Plant Substation. The City's primary substation is the Power Plant Substation, which is located near the former power plant on Winter Street. The equipment in that substation, as well as equipment in the power plant building used to manage power in River Falls, is nearing the end of its useful life. The City included \$3.5 million in its 2015-2019 CIP to replace aging equipment at this substation in 2016. In addition to the City's equipment, Xcel Energy and Dairyland Power have significant resources on site as well. Xcel will be constructing a new building and relocating their equipment concurrent to the work being completed by the City.

Since the City's power plant was decommissioned in 2012, a study has been conducted for a potential future location of the existing substation and related equipment housed in the power plant. It was determined that the substation equipment housed in the power plant will need to be relocated. This will allow for repurposing of the Power Plant building as well as to upgrade this major substation.

In the summer of 2016, the City began the process of planning for the replacement of the substation transformer, switchgear, feeder exit, and transformer breaker switches. The current transformer and gear have exceeded their expected life. The transformer and switchgear have been bid and built and we are anticipating delivery of these pieces of equipment yet in 2016.

The project is located at the existing Power Plant as well as the open lot directly north of the existing substation adjacent to the Power Plant. Additionally, this project will extend the existing Xcel Energy easement north from the current substation to allow their portion of the project to occur as well. **See attachment "A" for project site plan.**

PROJECT SCOPE REVIEW

The scope of the total substation project includes the replacement of the existing 69kV equipment, including the bus and line potential transformers (PTs) and two (2) circuit breakers, line protection relaying and controls. Additionally, a new 69kV breaker and power transformer will be installed in the north lot along with a new building, indoor-metal clad switchgear, protection relaying and controls installed. New feeder exit cables will be required for all feeders. Existing controls and relaying will be disconnected and abandoned or demolished as part of this project, as is reconnection of the existing hydro outlet circuit to the new switchgear. As previously mentioned, this project will be coordinated with a similar scope project by Xcel Energy on the same site.



DISCUSSION

A bid solicitation for the 24' x 30' poured concrete transformer pad and containment structure was prepared and advertised on October 3, 2016 under project # RFL – 16-05.1. The project was posted and advertised in accordance with City of River Falls policies.

Krause Power Engineering created and released hard copies of the bid documents to each interested party in an effort to track plan holders and ensure bid coverage. (A hard copy of each bid package document is available for your review upon request.)

We received one bid and Krause Power Engineering has confirmed that the winning sole bidder, T&J Concrete Foundations out of Cadott, Wisconsin, is a qualified bidder.

BIDS

1. T&J Concrete Foundations \$53,050.00

This pad and containment structure will be poured and transformer delivered and set before the end of the year (2016).

FINANCIAL CONSIDERATIONS

This bid of \$53,050.00 is in alignment with initial budget estimates by our contractor and Project Manager, Krause Power Engineering. Funding for the entire power plant substation upgrade is anticipated to be long term financing obtained in 2017.

CONCLUSION

Staff recommends approval of the attached resolution authorizing staff to contract with T&J Concrete Foundations in the amount of \$53,050.00 for the construction of a 24' x 30' poured concrete transformer pad and containment structure for a 69kV transformer that has been constructed by Virginia Transformer.



RESOLUTION NO.

RESOLUTION AUTHORIZING CONTRACTING WITH T&J CONCRETE FOUNDATIONS FOR THE CONSTRUCTION OF A CONCRETE TRANSFORMER CONTAINMENT STRUCTURE FOR THE POWER PLANT SUBSTATION PROJECT

WHEREAS, River Falls Municipal Utilities (RFMU) as part of the Power Plant Substation upgrade and equipment relocation have a desire to contract with T&J Concrete Foundations for the purposes of constructing and installing a concrete transformer containment structure and pad for a 69kV transformer; and

WHEREAS, RFMU went out for competitive bids that were solicited and then opened on October 28, 2016; and

WHEREAS, T&J Concrete Foundations was the sole qualified bidder; and

WHEREAS, the bid in the amount of \$53,050.00 is aligned with budget estimates; and

WHEREAS, the CIP contains monies allocated for the purchase of this item; and

WHEREAS, staff would like to complete the containment structure and pad in 2016; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby authorizes the City Administrator to finalize contract with T&J Concrete Foundations in the amount of \$53,050.00 for the purposes of constructing and installing a concrete transformer containment structure and pad for a new 69kV transformer at the Power Plant Substation.

Dated this 8th day of November, 2016.

Dan Toland, Mayor

ATTEST:

Jennifer Zeiler, City Clerk

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Tony Steiner, City Planner 

DATE: November 8, 2016

TITLE: Resolution Approving Special Use Permit and Lease for Verizon Tower

RECOMMENDED ACTION

The attached resolution (Exhibit 1) approves a Special Use Permit and lease for a communications tower on property owned by the City of River Falls.

BACKGROUND

The City has received an application for a Special Use Permit from Verizon Wireless to place a communications tower on property owned by the City of River Falls and planned for industrial development. The subject site is located in the recently annexed Mann Valley property. The property where the proposed tower will be located was annexed to the City in July 2016. This area and the site are noncontiguous to the City. It is surrounded entirely by the Exclusive Agricultural Zone in the ETZ. The overall tower height is 119 feet. On October 4, 2016, the Plan Commission held a public hearing on the proposed Special Use Permit. The Plan Commission forwarded the Special Use Permit to Council with a favorable recommendation contingent upon receipt of a letter addressing State Statute 66.0404(2) which states:

“If an application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider.”

The representative for Verizon stated that no tower was close by to co-locate on and has provided a letter on collocation.

DISCUSSION

The City has a Telecommunications Tower Ordinance, Chapter 17.92 Telecommunications Regulations. Earlier this year the State changed how local governments can regulate Cell Phone Transmission Towers. The City has looked into the regulations and will be forthcoming with an ordinance revision in the near future. Until that time, the applicant is subject to a permitting process and the property where the tower will be located is owned by the City. The City has

chosen the special use permit process as the official process for review. The tower will be located on property recently annexed to the city for future light industrial/corporate park development (Mann Valley). In the City's current ordinance towers may be permitted on any public property and in the new state ordinance, local units of government cannot prohibit the placement of cell phone towers in particular locations within the political subdivision. The standard used to assess the permit will be the criteria used to review a special use permit in an industrial district found in Chapter 17.104.040 (B) (3)

Recommend approval of a special use permit for a communications tower to be operated by Verizon Communications on property owned by the City of River Falls (Mann Valley).

The criteria are as follows:

- 1. Activities generated by the use shall not have an adverse effect upon existing and future development in adjacent areas.*

The City has recently annexed the property where the tower will be located. The future planned general development pattern for this area is light industrial/corporate park development. The overall development pattern of the future industrial park will be planned in the future. The location of this tower is in the northeast corner of the property and will not impact the layout of lots or future streets. The tower will be setback at least 200% of the tower height from the closest existing structure.

- 2. The use shall provide an economic return to the community commensurate with other uses that the property could feasibly be used for.*

The tower will be located in an area that is separated from its surroundings by wooded slopes and will potentially be part of a future conservancy area. No industrial development in this area is planned. The property where the tower will be located will be leased by the City to Verizon and there will be an economic return that is greater than what the surrounding property could generate. (See Term Sheet, Exhibit 5).

- 3. Traffic generated shall not interfere with normal patterns of circulation or with the arterial street system.*

The proposed tower is not located on a local street or arterial. It has its own access, and traffic generated by this site will be restricted to minimal periodic maintenance. It will share access from the public right of way by easement with another use (residential). The access road to the tower site is on public property.

4. *The use is consistent with the purposes of the zoning code and the purposes of the zoning district in which the applicant intends to locate the proposed use.*

The municipal tower ordinance allows towers on public property by permit. Per current state statute criteria #4 is not a plausible point for review. Per our current code, this use is consistent with planned future land use and zoning of the area; it will be quite similar to the Whitetail Corporate Park. The current zoning is A- Agriculture and a water tower (a use of similar height to a communications tower is allowed by Special Use Permit.

FISCAL IMPACT

The terms of the lease have been negotiated between the representative for Verizon and the City of River Falls (Exhibit 2). The initial lease period is for five years, with two additional five year extensions at the discretion of the lessee. Rent is \$13,200 per year, payable monthly in advance, and increases by two percent per year on the anniversary date of the commencement of the lease.

CONCLUSION

Recommend approval of a special use permit and lease for a communications tower to be operated by Verizon Communications on property owned by the City of River Falls (Mann Valley).



RESOLUTION NO

**RESOLUTION APPROVING SPECIAL USE PERMIT
AND LEASE AGREEMENT FOR
VERIZON COMMUNICATIONS TOWER
MANN VALLEY**

WHEREAS, Verizon Wireless has applied for a Special Use Permit to operate a communications tower to be located on property owned by the City of River Falls designated as the future Mann Valley Corporate Park; and

WHEREAS, the Plan Commission has reviewed this issue at a public hearing at their regular meeting of October 4, 2016; and

WHEREAS, the Plan Commission found the proposed use to be in harmony with the zoning for the areas and the Comprehensive Plan, and its location to be acceptable to the standards and requirements for a special use permit found in section 17.104.040 of the Municipal Code; and

WHEREAS, the Common Council has reviewed the report and recommendation of the Plan Commission at their regular meeting of November 8, 2016 and found it to be acceptable subject to receipt of a letter addressing State Statute 66.0404(2), which has been received from the applicant; and

WHEREAS, terms acceptable to Verizon and the City of River Falls have been negotiated and are incorporated into a land lease for the tower.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council approves the request for Special Use Permit and lease for Verizon Wireless to locate a communications tower on property owned by the City of River Falls designated as the future Mann Valley Corporate Park.

Dated this 8th day of November, 2016:

Dan Toland, Mayor

ATTEST:

Jennifer Zeiler, City Clerk

SITE NAME: MINC River Falls West
SITE NUMBER:
ATTY/DATE: AAD/9/19/2016

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 20__, between City of River Falls, a Wisconsin municipal corporation, with its principal offices located at 222 Lewis Street, River Falls, Wisconsin 54022, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR in the NE ¼ of the NW ¼ of Section 35-Township 28-Range 19, Town of Troy, near the City of River Falls, County of St. Croix, State of Wisconsin (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately Six Hundred Eighty-four (684) square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE has surveyed the Premises, which is Exhibit "B".

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

3. EXTENSIONS. This Agreement shall automatically be extended for two (2) additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least 12 months prior to the end of the then current term. This Agreement shall automatically be extended for 2 additional 5 year terms unless either Party terminates it at the end of the then current term by giving the other Party written notice of the intent to terminate at least 12 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date, and be due at a total annual rental of \$13,200.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 222 Lewis Street, River Falls, Wisconsin 54022 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in

advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee. The annual rental shall be increased by two percent (2%) each year on the anniversary of the Commencement Date.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along the access and utility rights-of-way ("Easement") depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services, consistent with the applicable rules of the River Falls Municipal Utilities, and at LESSEE's sole cost for such installation. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27). LESSEE shall, at all times, maintain and repair the access route as needed for its own purposes, at LESSEE's sole expense. LESSOR shall be allowed to make use of the access route for its own purposes, including, but not limited to, access to its property surrounding the Premises. If LESSEE desires to upgrade the access route, the cost shall be solely LESSEE's responsibility. LESSEE shall construct a gate close to the road to prohibit public traffic from using the access route, and LESSEE shall provide LESSOR a key to the gate.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24). LESSEE accepts the Premises in "AS IS" condition, with no representation or warranty of LESSOR as to the condition thereof (other than the warranties in this Paragraph).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the

communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall construct and maintain a fence around the 18 by 38 foot Premises.

8. GOVERNMENT APPROVALS AND COMPLIANCE. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use. LESSEE's Use shall comply with all applicable Government Entities' regulations, rules, laws, or ordinances now or hereinafter in force.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; or (v) after the initial 5-year term, with 6 months prior notice to LESSOR for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. LESSEE agrees at its own cost and expense, to maintain commercial general liability insurance with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction in any one occurrence. LESSEE agrees to include LESSOR as an additional insured as their interest may appear under this Agreement on the commercial general liability insurance. Upon receipt of notice from its insurer(s) LESSEE will use its best efforts to provide LESSOR with thirty (30) days prior written notice of cancellation.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology,

rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering Party via telephone to LESSEE'S Network Operations Center at (800) 224-6620 or to LESSOR at (715) 426-3423, the interfering Party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at 125% of the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other

consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time, which shall not exceed three months, to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery

service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of River Falls
ATTN: Community Development Director
222 Lewis Street
River Falls, Wisconsin 54022

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the

allotted 30 days and diligently pursues the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements,

consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment.

29. GOVERNING LAW. This Agreement shall be governed and construed under the laws of the State of Wisconsin, where the Premises is located. Disputes shall be venued in the Circuit Court for St. Croix County, Wisconsin.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of River Falls,
a Wisconsin municipal corporation

By: _____
Name: _____
Its: Mayor

Date: _____

By: _____
Name: _____
Its: City Clerk

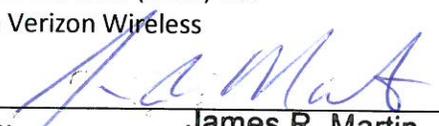
Date: _____

By: _____
Name: _____
Its: Comptroller

Date: _____

LESSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: 
Name: James R. Martin
Its: Director - Network Field Engineering

Date: 10/21/16

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EXHIBIT "A"

DESCRIPTION OF PROPERTY

The Northeast Quarter of the Northwest Quarter of Section 35, Township 28 North, Range 19 West, except the highway right-of-way, containing approximately 37 acres, St. Croix County, Wisconsin.

EXHIBIT "B"

SURVEY OF THE PREMISES

SITE SURVEY

LAND SPACE DESCRIPTION:

The area of the Northwest Quarter of the Northwest Quarter of Section 35, Township 28 North, Range 15 West of the Fourth Principal Meridian, St. Clair County, Missouri, described as follows:

Commencing at the southeast corner of the Southeast Quarter of said Section 35, thence North 0 degrees 17 minutes 58 seconds East along the East line of said Southeast Quarter and the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land; thence North 89 degrees 42 minutes 00 seconds West along the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land; thence North 89 degrees 42 minutes 00 seconds West along the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land; thence North 0 degrees 17 minutes 58 seconds East along the East line of said Southeast Quarter and the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land.

ACCESS & UTILITIES RIGHTS OF WAY DESCRIPTION:

A 16.00 foot wide right of way for ingress, egress and utility purposes over, under and across the Southeast Quarter of the Northwest Quarter of Section 35, Township 28 North, Range 15 West of the Fourth Principal Meridian, St. Clair County, Missouri, to commence at a point of beginning of said right of way at the northeast corner of said Section 35, and to terminate at the northeast corner of said Section 35.

Commencing at the southeast corner of the Southeast Quarter of said Section 35, thence North 0 degrees 17 minutes 58 seconds East along the East line of said Southeast Quarter and the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land; thence North 89 degrees 42 minutes 00 seconds West along the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land; thence North 89 degrees 42 minutes 00 seconds West along the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land; thence North 0 degrees 17 minutes 58 seconds East along the East line of said Southeast Quarter and the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land.

AND:

A 23.00 foot wide right of way for ingress, egress and utility purposes over, under and across the Northwest Quarter of the Northwest Quarter of Section 35, Township 28 North, Range 15 West of the Fourth Principal Meridian, St. Clair County, Missouri, to commence at a point of beginning of said right of way at the northeast corner of said Section 35, and to terminate at the northeast corner of said Section 35.

Commencing at the southeast corner of the Southeast Quarter of said Section 35, thence North 0 degrees 17 minutes 58 seconds East along the East line of said Southeast Quarter and the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land; thence North 89 degrees 42 minutes 00 seconds West along the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land; thence North 89 degrees 42 minutes 00 seconds West along the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land; thence North 0 degrees 17 minutes 58 seconds East along the East line of said Southeast Quarter and the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land.

A 10.00 foot wide right of way for utility purposes over, under and across the Northwest Quarter of the Northwest Quarter of Section 35, Township 28 North, Range 15 West of the Fourth Principal Meridian, St. Clair County, Missouri, to commence at a point of beginning of said right of way at the northeast corner of said Section 35, and to terminate at the northeast corner of said Section 35.

The width of said right of way shall be determined by horizontal to vertical at a 1:1 ratio.

UTILITIES RIGHT OF WAY DESCRIPTION:

A 10.00 foot wide right of way for utility purposes over, under and across the Northwest Quarter of the Northwest Quarter of Section 35, Township 28 North, Range 15 West of the Fourth Principal Meridian, St. Clair County, Missouri, to commence at a point of beginning of said right of way at the northeast corner of said Section 35, and to terminate at the northeast corner of said Section 35.

Commencing at the southeast corner of the Southeast Quarter of said Section 35, thence North 0 degrees 17 minutes 58 seconds East along the East line of said Southeast Quarter and the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land; thence North 89 degrees 42 minutes 00 seconds West along the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land; thence North 89 degrees 42 minutes 00 seconds West along the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land; thence North 0 degrees 17 minutes 58 seconds East along the East line of said Southeast Quarter and the West line of said Northwest Quarter of said Section 35, a distance of 324.50 feet to the point of beginning of said land.

A 10.00 foot wide right of way for utility purposes over, under and across the Northwest Quarter of the Northwest Quarter of Section 35, Township 28 North, Range 15 West of the Fourth Principal Meridian, St. Clair County, Missouri, to commence at a point of beginning of said right of way at the northeast corner of said Section 35, and to terminate at the northeast corner of said Section 35.

The width of said right of way shall be determined by horizontal to vertical at a 1:1 ratio.

PROPERTY DESCRIPTION: (per U.S. Title Survey File No. 33302-46154-303L, effective date April 23, 2016)

The Northwest Quarter of the Northwest Quarter of Section 35, Township 28 North, Range 15 West, except the highest right-of-way, contains approximately 37 acres, St. Clair County, Missouri.

SCHEDULE B EXHIBITS (per U.S. Title Survey File No. 33302-46154-303L, effective date April 23, 2016)

1-6) Not related to the same.

7) Joint Financing Consent Agreement by Debra and Susan Dushler to City of New Park, dated 07/16/16, recorded 4/17/2016 at Recorder's Office, Missouri.

The Document Identifiers of Ingress and Egress (Easement) Documents for the Division that are related to this Survey are listed below.



SITE NAME:
MINE RIVER FALLS WEST
St. Clair County, MO

RECORDED: 3167
DRAWN BY: JRM
DATE: 8/1/16
PROJECT: 33302-46154-303L
SHEET 1 OF 2 SHEETS



WIDSETH SMITH ROLLING
Engineers | Architects | Surveyors | Environmental

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Gordon Young, Police Chief

DATE: November 8, 2016

TITLE: Ordinance Amending Chapter 12.06 – Residential Parking Permit System (Oak Knoll Avenue and the Grotenhuis Addition – First Reading)

RECOMMENDED ACTION

Adopt Ordinance 2016-16 amending Chapter 12.06 - Residential Parking Permit System of the City Code. The requested actions are as follows:

- Add Zone AA to Chapter 12.06 in the City Code to allow parking on both sides of the street in the Grotenhuis Addition for vehicles displaying valid residential parking permits.
- Add Zone BB to Chapter 12.06 in the City Code to allow parking on the odd side of Oak Knoll Avenue for vehicles displaying valid residential parking permits.

BACKGROUND

Oak Knoll Avenue

River Falls ordinance [12.06.030.C](#) allows for certain streets adjacent to the University of Wisconsin-River Falls to be included in the residential permit zones created by this ordinance. Oak Knoll Avenue is one of these streets. The City of River Falls has received a petition signed by more than 50 percent of the property owners on Oak Knoll Avenue requesting that this street be included in residential parking Zone B. Zone B is in effect from September 1st each year to May 31st of the following year during the hours of seven a.m. to four p.m. excluding Saturdays, Sundays and legal holidays.

At the October 11 City Council meeting, residents from Oak Knoll Avenue spoke in favor of being included in the residential parking permit system. However, the residents spoke against having residential parking on the south side/even numbered side of the street which is required in the current ordinance 12.04.040 of the City Code. The residents requested that residential parking on Oak Knoll Avenue be moved to the north side/odd number side of the street. The request was made in order to avoid a street slope concern on the odd side of the street and to be on the same side of the street as the sidewalk.

Grotenhuis Addition

The Grotenhuis Addition was the first area of the City to utilize a residential parking permit system. This was established in 1989 when the River Falls City Council established ordinance 1989-16. The ordinance regulating the Grotenhuis Addition and the ordinance regulating the rest of the City residential parking system were different and needed to be brought together so that the provisions are equal. At the September 13th City Council meeting, ordinance 2016-14 was approved amending section 10.12.030 and section 12.06.030 of the City Code to include the Grotenhuis Addition in the City's official residential permit parking system and updated the official parking control map.

Because the Grotenhuis Addition was the first area of the City to utilize a residential permit parking system, non-residents were prohibited from parking on both sides of the street which is unique only to this area but is not in accordance with [12.04.040](#) of the City Code which allows residential parking on the south side/even numbered side of the street. On streets included in the residential parking permit system, non-residents may park only on the odd numbered side of the affected street. Over the summer, the Community Service Officer communicated with residents in the Grotenhuis Addition and addressed the changes that would be made to their parking system. However, it was implied that residential permits would be required to park on both sides of the street.

DISCUSSION

Current Situation – Oak Knoll Avenue

Zone BB has been created and added to 12.06.030.A to include Oak Knoll Avenue between Cascade Avenue and Crescent Street. Those residents with a Zone BB permit will be able to park on the north side/odd numbered side of the affected street during the stated hours each day.

Current Situation – Grotenhuis Addition

Zone AA has been created and added to 12.06.030.A to include Valley View Drive, South Fork Drive and Broadway Street from Valley View Drive to South Fork Drive. Only those residents with a Zone AA permit will be able to park on both sides of the affected streets during the stated hours each day.

Recommendation

Staff recommends amending Chapter 12.06 – Residential Parking Permit System in the City Code to include Zones AA and BB. Attached is the ordinance for your review and authorization.

CONCLUSION

Approval of the ordinance amending Chapter 12.06 – Residential Parking Permit System is recommended.



**AN ORDINANCE AMENDING CHAPTER 12.06 OF THE CITY CODE OF
RIVER FALLS, WISCONSIN**

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

SECTION 1. That Chapter 12.06 of the City Code of River Falls, Wisconsin is amended
as follows:

Chapter 12.06 - RESIDENTIAL PARKING PERMIT SYSTEM

Sections:

12.06.010 - Purpose.

It is declared necessary, in the interest of the residents of the city, to establish a residential parking permit system in accord with Section 349.13(1g), Wis. Stats., whereunder motor vehicles bearing a valid residential parking permit may be parked on city streets in excess of the time limits on specifically designated streets within a specified zone or zones. The reason in support of this chapter is that there exists in the city at this time an excess of commuter parking on city streets, which limits or prevents residents of neighborhoods from parking their own motor vehicles on the streets adjoining their places of residence. It is the intent of this chapter to provide greater opportunity to those residents to avail themselves of the ability to park their motor vehicles on city streets while regulating the length of time, generally, during which commuters may park their motor vehicles on the same streets. It is further intended that this chapter shall assist in reducing automobile commuting and alleviate traffic congestion, illegal parking and related health and safety hazards in the zones established pursuant hereto. It is also the position of the city that the acquisition of a permit under this chapter confers no rights upon the holder. It is merely a privilege which is subject to revocation at the pleasure of the city.

(Ord. 2003-18 § 1 (part))

12.06.020 - Definitions.

The following definitions shall control the interpretation and application of this chapter:

- A. "Block" means both sides of a street between two intersecting streets.

- B. "Dwelling unit" means one or more rooms, which are arranged, designed or used as a living quarter for one family only. Individual bathrooms and complete kitchen facilities are always associated with a dwelling unit.
- C. "Lodging house" means a residential building containing lodging rooms which accommodate five or more persons who are not members of the family of the owner or keeper of the house who are provided with lodging or board and lodging in exchange for compensation.
- D. "Motor vehicle" means a vehicle, which is self-propelled, including but not limited to automobiles, trucks and motorcycles and which are registered for and eligible to travel on the streets and highways of the state of Wisconsin.
- E. "Parking manager" means the city employee or officer designated by the common council to administer the residential parking permit system.
- F. "Residence" means a dwelling place, house, apartment, room or other place of accommodation, which constitutes the true, fixed, permanent place of abode or home, to which a resident intends to return whenever absent.
- G. "Resident" means a person whose place of residence is so located in the city as to render him or her eligible for procurement of a residential parking permit under this chapter.
- H. "Residential street" means a street eligible for designation under Section 12.06.030 of this chapter for use of residential parking permits.
- I. "Street" means a route of public travel, opened and maintained by the city and located within the city limits.
- J. "Temporary resident" means a person who lives in River Falls for the academic year at the University of Wisconsin-River Falls or for some other purpose for a duration shorter than that of one year in length.

(Ord. 2003-24 § 1 (part); Ord. 2003-18 § 1 (part))

12.06.030 - Zone designations—Application to residential streets and withdrawal of residential streets from application.

- A. The designated zones in which residential parking permits may be obtained by residents shall include the following:
 - 1. Zone A. Zone A shall consist of the following blocks or described partial blocks of these named streets:
 - a. Fifth Street: between Spring Street and Elm Street,
 - b. Sixth Street: between Spring Street and Maple Street,
 - c. Locust Street: between Second Street and Third Street,

- d. Walnut Street and Elm Street: between Second Street and Sixth Street,
- e. Third Street and Fourth Street: between Spring Street and Maple Street;

2. Zone AA. Zone AA shall consist of the following blocks or described partial blocks of these named streets:

- a. Valley View Dr.
- b. South Fork Dr.
- c. Broadway St. from Valley View Dr. to South Fork Dr.

23. Zone B. Zone B shall consist of the following blocks or described partial blocks of these named streets:

- a. State Street: between Cascade Avenue and Vine Street,
- b. Vine Street: from Main Street West to its end,
- c. Maple Street and Pine Street: between Second Street and Eighth Street,
- d. Third Street, Fourth Street and Seventh Street: between Maple Street and Cedar Street,
- e. Eighth Street: between Spring Street and Cedar Street,
- f. Hazel Street and Lake Street: between Sixth Street and Eighth Street,
- g. Spring Street: between Sixth Street and Crescent Street,
- h. Hillcrest Street and Pierce Street: between Spring Street and Oak Knoll,
- ~~i. Oak Knoll: between Cascade Avenue and Crescent Street,~~
- ji. Crescent Street: between Spring Street and Cascade Avenue,
- kj. Birch Street: between Cascade Avenue and Morgan Road,
- lk. Birch Crest Lane: between Cascade Avenue and Birch Street,
- ml. Birchcrest Drive: from Cascade Avenue North to its end;

34. Zone BB. Zone BB shall consist of the following blocks or described partial blocks of these named streets:

- a. Oak Knoll Avenue: between Cascade Avenue and Crescent Street

5. Zone C. Zone C shall consist of the following blocks or described partial blocks of these named streets:

- a. Spring Street: between westerly most Fifth Street and Sixth Street,
- b. Fifth Street: between Cascade Avenue and Spring Street,
- c. Sixth Street: between Cascade Avenue and Spring Street.

- ~~d. Valley View Dr.~~

~~e.— South Fork Dr.~~

~~f.— Broadway St. from Valley View Dr. to South fork Dr.~~

- B. Within Zones A, AA and C, residents of the designated streets shall be deemed to be eligible for the issuance of residential parking permits as follows: upon application under this chapter, no more than two permits shall be issued for each single-family residence. For each multifamily residence or lodging house, one permit per tenant to a maximum number as allowed by the zoning code.
- C. Petition for Designation of Zone for Residential Parking Permit Purposes. For the inclusion of one or more of the streets designated as being in Zones B and BB, the street must abut a street with similar parking restrictions or be adjacent to the University of Wisconsin-River Falls campus, and greater than fifty (50) percent of the property owners of a given block shall petition the common council. All properties abutting a given block shall be considered. In the event such a petition is filed with the city, the common council shall hold a public hearing, to be preceded by a public notice published in the city's official newspaper which shall identify the residential streets proposed for consideration of inclusion under the residential parking permit system based upon the criteria stated above, as well as setting forth the reasons for such consideration. Only after the holding of such a public hearing may the city officially declare by resolution one or more of the residential streets within Zones B and BB to be subject to this chapter.
- D. Withdrawal of Residential Streets from Application of this Chapter. Once the decision has been made by the common council to designate the residential streets in one or more of the defined zones as being subject to this chapter, none of the streets may be withdrawn from application of this chapter for a period of at least twelve (12) months next following the date of common council action activating this chapter in a given zone. Thereafter, a change may be made upon the petition of greater than fifty (50) percent of the property owners of a given block, such petitions to contain the same information as is required of original petitions under subsection C of this section. In such event, withdrawals of streets may be accomplished on less than a zone-by-zone basis but shall not apply to anything less than a particular street in a particular block. Prior to ordering the withdrawal of a particular street in a particular block from operation of this chapter, the common council shall hold a public hearing in accord with subsection C of this section and the city police chief or his or her designee shall provide the city with a recommendation as to the petition for withdrawal. After the public hearing has been held, the common council may, in its discretion, continue operation of this chapter as to a given street and block or it may rescind the same by resolution. In the event that it rescinds operation of this chapter as to a given street and block, permits shall no longer validate residential parking.

(Ord. 2006-16 § 1 (part); Ord. 2003-28 § 1 (part); Ord. 2003-24 § 1 (part); Ord. 2003-18 § 1 (part))

12.06.040 - Implementation of system.

For each street in Zone A and those in Zones AA B and BB which are included upon petition under the operation of this chapter, this chapter shall be in effect from September 1st each year to May 31st of the following year during the hours of seven a.m. to four p.m. excluding Saturdays, Sundays and legal holidays. For each street in Zone C, this chapter shall be in effect at all times during the hours of seven a.m. to seven p.m. excluding Saturdays, Sundays and legal holidays.

In Zones A, B, and C; Parking on the even side of each affected street shall be limited to those vehicles displaying valid residential parking permits during the stated hours each day; and Any vehicle, whether displaying a valid residential parking permit or not, may be parked on the odd side of each affected street unless otherwise restricted.

In Zones BB; Parking on the odd side of each affected street shall be limited to those vehicles displaying valid residential parking permits during the stated hours each day and any vehicle, whether displaying a valid residential parking permit or not, may be parked on the even side of each affected street unless otherwise restricted.

In Zone AA; Parking on both sides of each affected street shall be limited to those vehicles displaying valid residential parking permits during the stated hours each day.

For purposes of this chapter, the "even" and "odd" sides of each street shall be determined by the address numbering system.

(Ord. 2006-16 § 1 (part); Ord. 2003-24 § 1 (part); Ord. 2003-18 § 1 (part))

12.06.050 - Issuance of permits.

A residential parking permit shall be issued, upon application, to the owner or operator of a motor vehicle who resides within one of the zones designated under Section 12.06.030(A), which shall allow the owner or operator to park on any street designated for residential parking in the zone, as long as the permit is valid, subject to other designated restrictions, if any. Such a permit shall not be issued to any owner or operator who has outstanding citations for parking or moving violations in the city. The cost of such permit, including guest permits, shall be approved by the city council and established in the city fee schedule.

(Ord. 2006-16 § 1 (part); Ord. 2005-15 § 1 (part); Ord. 2003-18 § 1 (part))

12.06.060 - Application.

Each application shall be made on a form prepared by the city and shall include the following information: (1) The name of the owner or operator of the motor vehicle, his or her residential address, the make, model and registration number of the motor vehicle; and (2) The owner's driver's license. The city parking manager may request further information from the applicant to verify his or her eligibility for issuance of a permit, including but not limited to the following: if the applicant's driver's license or motor vehicle registration reflects a place of residence other than within the zone in question or one which is not situated on one of the

designated residential streets, the applicant shall be required to attest to the fact that the motor vehicle in question is kept only at the address listed on the application, located on an affected residential street. If a tenant at the listed residence, the applicant may be required to present a copy of an executed lease or proof satisfactory to the city that he or she actually resides at the place of residence listed. Each application shall be attested to, meaning that the applicant shall swear or affirm as to the correctness of the information supplied therein.

(Ord. 2003-18 § 1 (part))

12.06.070 - Term and form of permit.

Each permit for Zones A, AA, B and BB shall be valid from September 1st to May 31st of the new following year. Permits issued for Zone C shall be valid from September 1st to August 31st of the new following year. Permits shall automatically be voided prior to the expiration date of such a term should the owner or operator of the motor vehicle in question remove his or her place of residence to a street which is not designated as residential, to an area of the city which is not contained within the designated zone for which it was issued or outside of the city. Each permit shall display the motor vehicle's license number and permit expiration date and shall be displayed by hanging upon the rear view mirror so as to be clearly visible through the windshield of the motor vehicle to which it applies. In the case of a motorcycle, permit shall be displayed as directed by the parking manager.

(Ord. 2006-16 § 1 (part); Ord. 2003-24 § 1 (part); Ord. 2003-18 § 1 (part))

12.06.080 - Temporary residents.

Temporary residents of one of the designated zones in the city may apply for temporary residential parking permits upon compliance with all of the provisions of this section: Such applicant shall attest under oath on the application that he or she: (1) maintains his or her permanent residence in another jurisdiction and shall provide the address thereof; (2) owns or operates a motor vehicle registered in the jurisdiction of his or her permanent residence, whether or not that is the state of Wisconsin, for which vehicle the permit is being sought; (3) is living in one of the zones subject to this chapter, under a valid lease, at a particular place of residence, specifying the address therefore, as well as the name, address and telephone number of the landlord or his or her agent; (4) that it is understood by the applicant that any change in circumstances materially affecting continuing eligibility for the permit or any false information or representation made in the process of applying for and receiving a permit shall be cause for immediate revocation of such a permit. Furthermore, each applicant for a temporary permit shall be required to provide a copy of his or her lease at the time of making such application. Temporary permits issued under this section shall be valid only for the remaining term of the lease in question or one year, whichever is shorter.

(Ord. 2003-18 § 1 (part))

12.06.090 - Guests or invitees of residents.

For use by guests of invitees of residents of streets subject to this chapter, two guest permits shall be provided to the owner of each property containing one or more dwelling units in the same manner and subject to the same restrictions as are resident permits. Guest permits are only valid for the city block in which they were issued.

(Ord. 2005-15 § 1 (part); Ord. 2003-18 § 1 (part))

12.06.100 - Parking permits.

- A. A residential parking permit is valid only when it is displayed pursuant to Section 12.06.070 on a motor vehicle parked along one of the residential streets subject to this chapter. Use of the parking permit shall be restricted to streets designated for residential parking permits within each specified zone. A residential parking permit shall not guarantee or reserve to the holder a parking space, whether on a given residential street or on any residential street within the zone in question.
- B. A residential parking permit shall not authorize the holder to cause to stand or park a motor vehicle at such places where parking is prohibited or during such times as when the stopping, standing or parking of motor vehicles is set aside for specified types of vehicles, nor exempt the holder from observance of any traffic regulation other than the specified hourly parking limit. Residential parking permits do not exempt holders from abandonment regulations, towing regulations, overnight parking restrictions or snow emergency regulations and the privilege afforded by it may temporarily be suspended for emergency or construction purposes.
- C. At the expiration of a permit term, the permit shall be removed from the motor vehicle in question by the owner or operator.

(Ord. 2003-24 § 1 (part); Ord. 2003-18 § 1 (part))

12.06.110 - Transferability—Violations and revocation of residential parking permits.

- A. Only the registered motor vehicle designated on the permit application shall be eligible for exercise of the privileges afforded under a residential parking permit. Any transfer of such a permit without the permission of the parking manager to a motor vehicle other than the one described in the permit application shall constitute a violation of this chapter. Transfers of permits shall be allowed automatically upon presentation of proof that the motor vehicle to which the permit applied has been abandoned, sold or otherwise conveyed to a third person or is no longer operable, in which event the permit holder seeks its transfer to another, designated motor vehicle.
- B. It shall constitute a violation of this chapter for any person to falsely represent him or herself as eligible for a residential parking permit or to furnish any false information in

connection with an application for a permit. Should any person to whom a permit has been issued change his or her address without notifying the city parking manager, within seven days of moving, it shall constitute a violation of this chapter.

- C. The parking manager is authorized and directed to revoke the residential parking permit of any person found to be in violation of this chapter and, upon written notification of such revocation, the person in question shall surrender his or her permit to the parking manager. Failure to surrender a parking permit so revoked shall constitute a violation of this chapter as such that no similar permit shall be issued to that person or to the vehicle to which it applies for a period of twelve (12) months of the date of its revocation.
- D. It shall also be a violation of this chapter for any person to copy, reproduce or sell a permit.

(Ord. 2003-18 § 1 (part))

12.06.120 - Penalties for violations.

In addition to revocation under Section 12.06.110 of this chapter, in lieu of or in addition thereto, violations of this chapter shall be subject to assessment of a forfeiture as approved by the city council and established on the city fee schedule.

(Ord. 2005-15 § 1 (part): Ord. 2003-18 § 1 (part))

12.06.130 - Permit fee.

The charge for a duplicate permit, should the original permit issued be lost or destroyed, and for a permit to be transferred to another vehicle, shall be as approved by the city council and established in the city fee schedule. The monies collected shall be used to defray the costs of administering the residential parking permit system and shall be maintained in a segregated fund for that purpose.

(Ord. 2005-15 § 1 (part): Ord. 2003-18 § 1 (part))

12.06.140 - Permit confers a privilege only.

Consistent with the purpose of this chapter, no greater expectations are conferred hereunder upon those persons eligible for a residential parking permit than are afforded under Section 349.13(1g), Wis. Stats. In consequence, the acquisition of a permit under this chapter shall not be interpreted as conferring any right to use or reservation of the right of use of city streets upon the permit holder. A permit confers a privilege only, subject to revocation at any time at the pleasure of the city, which also reserves the legislative prerogative to repeal or amend the provisions of this chapter at any time.

(Ord. 2003-18 § 1 (part))

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

Dated this 22nd day of November, 2016.

FOR THE CITY OF RIVER FALLS

Dan Toland, Mayor

ATTEST:

Jennifer Zeiler, City Clerk



Date: November 8, 2016

To: Mayor Toland and City Council Members

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

Re: 2017-2018 Biennial Budget Transmittal

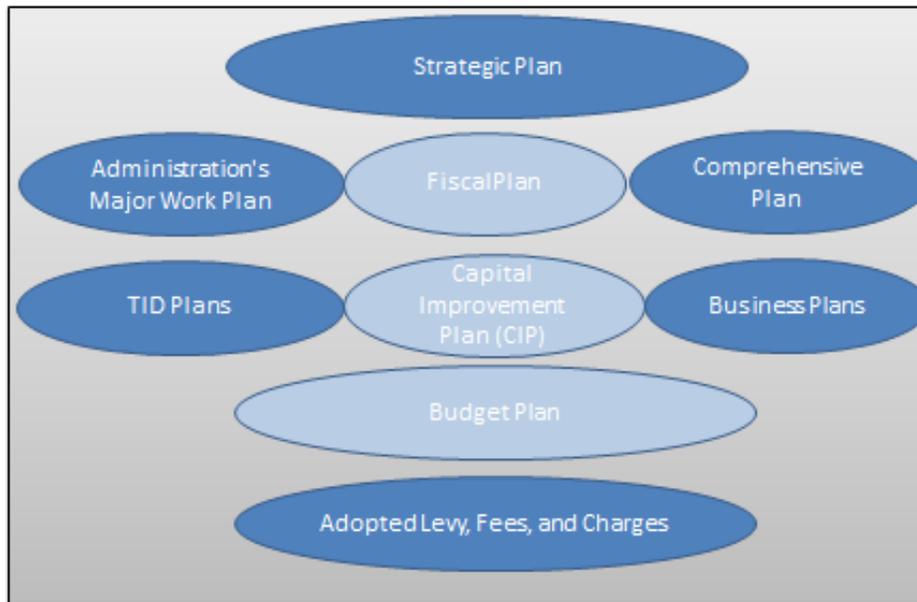
EXECUTIVE SUMMARY

The City's biennial budget is presented for review and discussion at the upcoming City Council meeting on November 8, with the public hearing and final disposition on November 22. This budget includes fiscal years 2017 and 2018, and includes all City funds.

One of the goals of the 2017-18 budget is to prepare the City fiscally for upcoming capital projects, including the results of the Kinni Corridor Study and possible river way improvements, as well as the investment in the City's utility and facilities infrastructure. The proposed budget works toward this goal by including a property tax levy for both Mann Valley and Sterling Ponds debt issues, which can be reallocated to other project costs as new construction develops in the corporate parks. The budget also includes temporary draws on fund balances for succession planning positions in Community Development and Public Works.

During the budget workshops on October 11 and 25, the 2017-18 budget was discussed as a culmination of the City's other planning documents, including the strategic plan, major work plan and the comprehensive plan. The budget will provide the funding for the implementation of those directives, as well as the infrastructure improvements included in the 2017-2021 capital improvement plan. As a working document, the budget will be revised as needed, or at least annually to update to current conditions and known events.

Fiscal Planning & Implementation



Proposed Budget Compared to Adopted Fiscal Plan

The proposed property tax levy for each year is less than the approved fiscal plan, as shown in the table below.

Fund Type	2017 Budget Year		2018 Budget Year	
	Per Fiscal Plan	Proposed 2017	Per Fiscal Plan	Proposed 2018
General Fund	\$3,472,911	\$3,556,922	\$3,639,573	\$3,638,965
Library Fund	890,824	860,000	922,803	880,000
Debt Service	1,019,610	1,067,491	1,148,200	1,095,803
Capital Projects	<u>379,150</u>	<u>251,357</u>	<u>511,445</u>	<u>622,631</u>
Total	\$5,834,495	\$5,735,770	\$6,222,021	\$6,237,399

The fiscal plan was approved in the fall of 2013 and included information from the approved 2013-2017 capital improvement plan (CIP). The proposed 2017-18 budget includes the projects in the 2017-2021 CIP as recommended by department managers and as discussed at recent Council workshop meetings.

The proposed 2017-18 budget totals \$83,000,515, which is an increase of 6.4% from the 2015-16 budget of \$77,976,200. Much of this increase is related to capital projects, such as the inclusion of the Kinni Corridor study and Glen Park implementation.

The following graph represents the total current biennial budget and proposed budget for 2017-2018 by fund type.

Fiscal Resources	2015-16 Revised Budget	2017-18 Budgeted
General Fund	\$19,182,057	\$20,222,029
Special Revenue Funds	7,972,111	10,158,473
Debt Service Funds	1,932,948	1,950,575
Capital Project Funds	4,221,521	3,724,588
Enterprise Funds	43,211,479	44,391,188
Internal Service Funds	1,456,084	2,553,662
TOTAL	\$77,976,200	\$83,000,515

Valuation

River Falls continues to see an increase in net new construction for both counties, with Pierce and St. Croix Counties realizing 1.13% and 1.43% growth, respectively.

Overall, the City's equalized value (market value) increased by 3.5%, or \$31.9 million for a total value of \$911,180,400 from 2015 to 2016. The increase in 2016 adds to the prior advances in market values, with \$58.3 million in value added since the recession ended in 2009. In 2016, increases were seen in both residential and industrial property values.

The 2016 assessed values show an increase of \$10.9 million, or 1.2% growth, with the majority of the growth in Pierce County. This is due to both an increase in construction and some recovery in market values for existing properties.

State Shared Revenues and Expenditure Restraint Program

In 2011, state shared revenues were reduced by \$147,000. The 2017-18 budget is based on the estimated aid provided by the Wisconsin Department of Revenue, the budget assumes no increase in aid in the next two year period.

The proposed budgetary increase of 5.4% in the General fund for 2017-18 is higher than the allowable increase of 1.7% for the expenditure restraint program. The City has not been eligible for this funding since 2014.

Other Proposed Revenue Highlights

Transportation Aids

In 2016, transportation aids were increased by \$87,000, which was added to the street budget for additional street maintenance funding over prior years. No additional aid funds are included in the 2017-2018 budget.

Ambulance Fund

The City's ambulance service is funded primarily with billed service revenues, but supplemented by a per capita charge to the surrounding towns and grants. The original fiscal plan called for elimination of the per capita operating transfer from the General fund to the Ambulance fund, this has been eliminated in the 2017-18 budget. The City last increased the billing rate for ambulance service calls in 2015, and no rate increase is anticipated for the 2017-2018 budget.

The contract for EMT level service to the Prescott area expires in 2017, the assumption is that the contracted relationship will continue into future years. As the River Falls service is paramedic level, the expected staff recommendation will be to upgrade the Prescott area services to paramedic level to be consistent with the River Falls operation if desired by Prescott.

Water Fund

A rate increase was approved by the City and the Public Service Commission mid-year 2016, and no additional rate increases are projected in the 2017-2018 budget. The current average residential water bill is \$17.71 per month.

Storm Water Fund

The storm water fund is currently maintaining sufficient revenue levels for the maintenance of the ponds and other storm water activities. However, with the planned major capital projects related to the North Interceptor sewer, an increase of 3% in storm water revenues is anticipated. The current residential rate is \$3.14 per household per month. A rate study will be needed to evaluate the current revenue model and proper charges based on customer type.

Solid Waste Fund

The solid waste fund includes the revenue and expenses for the contracted refuse and recycling collection for residential properties, current serviced by Advanced Disposal. The fund also covers the costs of spring and fall cleanup, compost grinding, and other solid waste related costs. Prior to 2016, the additional services were funded with an administrative fee of \$1.25 per month for those with refuse and recycling services.

When the Advance Disposal contract was renewed last year, the administrative fee was not included as a cost of the billed service. A study of the costs and benefitting parties for the use of the compost and spring cleanup services is planned for this fall, and revenue of \$110,000 has been included in the 2017-18 budget, for a proposed effective date in the first quarter of 2017.

Compensation, Benefits and Staffing:

Compensation and Benefits

The City has one bargaining unit which represents the police department officers, all other employees are non-represented. Since Wisconsin Act 10 was approved by the legislature in 2011, employees share in the required pension contribution, with all employees projected to pay 6.8% of qualified wages for 2017 and 2018. The City matches this amount for non-represented general employees, and pays 10.8% for police officers. No increase has been included for 2018 at this time.

The City currently contracts with HealthPartners for medical and dental insurance, which renews annually. A very positive 2017 renewal with a zero percent increase in health insurance premiums was received, due to favorable claims experience in 2015-2016. At an annual City cost of \$1.4 million per year for premiums, any increase can negatively affect the budget. Currently, employees are paying 90% of premium for the City's high deductible plan. The proposed premium share is planned to increase 2.5% per year in both 2017 and 2018 to reach an 85%/15% cost allocation by January 1, 2018. The City also provides an annual contribution to the employee's health reimbursement account.

The City received an increase of 14% dental premiums for 2017. Dental premiums are shared 50%/50% with employees, for a net increase in the City's share of approximately \$8,500 for 2017.

The results of the City's 2017 compensation market survey are being reviewed for implementation in 2017. It is anticipated that some position pay adjustments will be made as of the first of the year, such as positions that have fallen below the minimum pay grade, or those that have been market adjusted due to scarcity of qualified applicants. Approximately 50% of employees will continue receiving pay adjustments based on annual performance reviews, with an adjustment of 2% of the control point (market) for a positive review.

Staffing

The proposed 2017-2018 budget includes changes to staffing to address previous initiatives by the Council, department succession plan implementation, and strengthen service to the community.

Description	Increased (Decreased)	
	Budgetary Cost w/Benefits	Funding Source
	2017-18	
Police officer (7/1/2018)	\$48,895	General fund
Elimination of part time Community Service Officer	(\$46,869)	General fund
Elimination of part time Police Services Specialist	(\$58,954)	General fund
Water Operator	\$100,975	Water fund-Succession
Public Works Maintenance	\$110,106	General fund-Succession
Mechanic	\$146,480	General fund -Succession
Senior Planner	\$179,174	General fund-Succession
IT technician-SCADA (1/1/2017)	\$132,744	Electric fund – new position
Facilities Maintenance Technician (7/1/2017)	\$144,546	Maintenance fund-new position
Electric Meter Tech (1/1/2018)	\$97,130	Electric fund-Succession

The succession planning positions included in the General fund budget are funded from reserves in lieu of additional property tax revenues. Although new positions have been added to the budget, additional analysis will be needed before recruitment will begin.

Use of Fund Balance Reserves

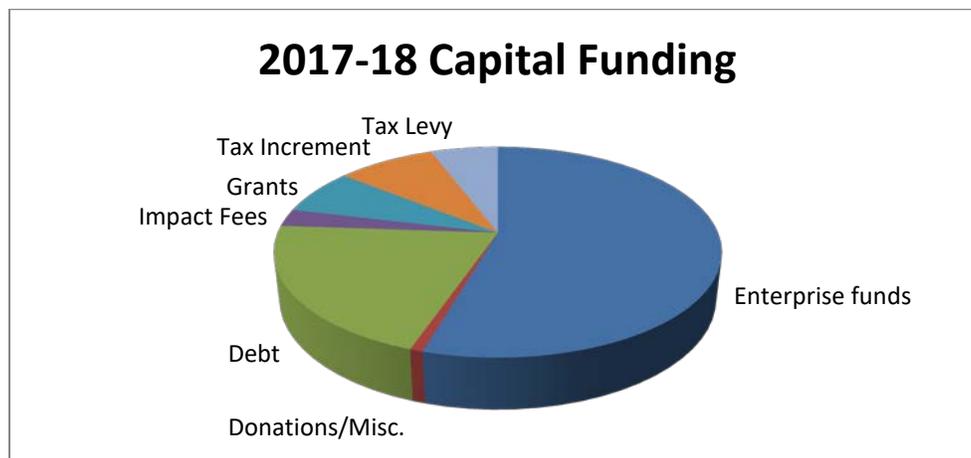
The proposed 2017-2018 budget includes the use of existing cash on hand when appropriate. The General fund includes fund balance in the amount of \$870,054, which is comprised of \$395,054 for succession planning positions, 2016 planned cost savings and carryover of \$75,000 for street maintenance, and funds of \$400,000 that are a result of better than expected health insurance results. No significant change to the current fund balance of \$7.1 million (\$4.5 unassigned) is expected. In other words, fund balance is not used to balance the budget, with current revenues used to pay current expenditures.

Capital Improvement Program

The City has capital improvement funds for projects and for vehicle replacements. The following major projects have been funded in the 2017-2018 proposed budget based on the Council workshop meetings and department requests. In 2015, the master plans for both Hoffman and Glen Parks was completed, and the Council held workshops on possible implementation strategies. Although both parks are popular in the community, it was decided that Glen Park would be updated first. The CIP includes preliminary and final design in 2017-18, with construction of a grant funded safe room building in 2018. The remaining implementation has been included in 2019, and therefore not included in the biennial budget information.

Capital Project Plan	Project Total 2017-2018
Fire/EMS property acquisition	\$500,000
City Hall renovations	170,000
Public Safety Facilities assessment	75,000
Library building upgrades	243,372
Kinni River Corridor plan	300,000
Power Plan Substation upgrade	1,750,000
AMI metering	250,000
Desktop computer replacement/system upgrades	300,200
SCADA system replacement	400,000
Glen Park master plan implementation	1,701,000
Storm water upgrades	1,029,000
Trail system upgrades (Lake George, Spring Creek)	259,000
Main St. reconstruction planning	100,000
North Interceptor sewer rerouting and rehab	3,774,100
Water main extension-North loop	240,000
Vehicle Replacement Plan	
Replacement ambulance vehicles	\$215,000
Replacement motor pool vehicles	120,000
Replacement taxi van	75,500
Replacement public safety vehicles	111,000
Replacement public works vehicles	442,000
Replacement utility vehicles	406,500

Alternative funding sources are used extensively for capital projects, with only 6% of the 2017-2018 projects funded by the annual property tax levy. The remaining funds are provided by enterprise funds (55%), grants (7%), debt (21%), tax increment (8%) and miscellaneous (3%).



Allocations, Transfers, and Repayments to General Fund from Other Funds

Cost Allocations

Cost allocations for Human Resources, Administration-Finance, Building Maintenance and Technology Services are included in the 2017-2018 budget. Allocations are based on factors such as number of employees, fund revenues, number of computers and telephones, and square footage. This is a continuation of past practice.

Stabilization Planning

Consistent with the findings of our fiscal plan process, “sinking funds” continue to be a valuable tool and were successfully used for the acquisition of funding for the self-contained breathing apparatus (SCBA) equipment in 2014. Sinking funds are essentially pools of money set aside to pay for large expenses in the future. In the 2017-2018 budget, a sinking fund is again used for the fire departments future purchase of SCBA equipment.

Tax Increment Districts (TIDs)

The availability of tax increment financing is one of the major tools used for economic development. As the City expands and establishes more tax increment districts, it becomes imperative to closely monitor and plan the development of each district. One of the major projects to be completed in 2017-18 is to review each district, set development goals and a long term strategy that ensures the success of each district. More information will be provided to the City Council as a result of this process.

Tax increment district #4 (Industrial Park) The City’s legacy industrial park is scheduled to terminate in 2016 with a final revenue year of 2017. The increment is currently \$14.7 million and generates approximately \$300,000 in tax increment revenue. The Council recently approved an extension of the district for an additional year, with 2017 funds to be directed to a project that benefits affordable housing in River Falls. The scope of this project is expected to be determined in the next few months.

This district is a donor district for TID #5-Whitetail Ridge Corporate Park, and is anticipated to transfer \$260,000 in 2016. A portion of this will be used for reducing outstanding debt.

Tax Increment District #5 (Whitetail Ridge Corporate Park) The current increment value is \$ 24.2 million. The expenditure period for this district has ended, and the revenues received through the termination date will be used to pay project costs and reimburse the General fund for advances. A portion of the debt service for the Sterling Ponds Corporate Park land purchase is paid from this tax increment district.

The City approved *Tax Increment District #6* (Spruce Street) in 2005. The current increment value is \$ 7.7 million, which is \$1 million more than the prior year. Projected increment revenues are budgeted at \$168,396 each calendar year. Debt service costs associated with the district in excess of available increment revenues are paid by advances from the General fund.

Tax Increment District #7 was created in 2009 for the area near Clark and Maple Streets. The current increment value is negative, due to the City's purchase of the apartment building at 300 River Street, and reacquiring the property at 302 North Clark Street. These properties will not generate increment revenue in 2017-18, but a portion of the property was cleared in 2013 for possible future development.

Tax Increment District #8 was created in 2010 for the area north of Cascade Avenue and west of Main Street. The current increment value is \$2.7 million and recent development in the district will generate an estimated increment of \$55,000 in 2017 and 2018. The district was created with pay-as-you-go financing, with the developer being reimbursed for upfront costs as increments become available. The current development agreement provides reimbursement up to \$486,000 over a 20 year period.

In 2011, development in the commercial downtown district prompted the establishment of *Tax Increment District #9*. This district borders Walnut Street, Main Street, ½ block south of Cascade Avenue and along Lake George. The district will use future tax increments for the funding upgrades to utilities, storm water, and pedestrian trails in the area. The development agreement is a pay-as-you-go arrangement with a maximum increment of \$686,000 returned to the developer. The district has an increment of \$2.7 million with estimated fund revenue of \$70,000, which is the minimum guaranteed payment from the developer.

In 2014, the area encompassing the Sterling Ponds Corporate Park area was approved for *Tax Increment District #10*. Debt service costs for the acquisition of land and construction costs to develop the property are included in the 2017-18 budget. With the new development being constructed in 2016, the first anticipated tax increment revenue will be available in 2018.

In 2015, *Tax Increment District #11* was established in the City's industrial park. The district was created based on possible development of the 7 acre vacant parcel at the intersection of Mound View and Summit streets. No increment revenue has been included in the 2017-18 budget.

In 2016, *Tax Increment District #12* was created to encourage development in the Mann Valley area. The district is approximately 5 acres on County Road MM near Radio Road. The first increment revenue year will be calendar year 2018.

CONCLUSION

This budget ordinance is scheduled for the public hearing and final disposition on November 22nd.

The draft budget is available in the City Clerk's office, the River Falls Public Library, and the City's website. Please do not hesitate to contact me if you have any questions regarding this information.

Staff is pleased to present a budget that follows our long-range fiscal strategy, considers current economic climate, maintains investment in our existing infrastructure, and provides a similar level of municipal service as in previous years, with an emphasis on improved maintenance of current assets.



**ORDINANCE NO. 2016-17 APPROPRIATING THE NECESSARY FUNDS FOR THE
OPERATION OF THE GOVERNMENT AND ADMINISTRATION OF THE
CITY OF RIVER FALLS, WISCONSIN, FOR THE YEAR 2017**

The Common Council of the City of River Falls, Wisconsin, does ordain as follows:

Section 1. There is hereby appropriated out of the revenue shown below of the City of River Falls for the year 2017, including monies received from the general property tax levy, to the various funds and purposes set up in the budget presented herewith, for the purposes therein stated, in the following amounts:

SUMMARY OF BUDGETED REVENUES:	ACTUAL 2015	6 MONTHS ACTUAL 2016	ESTIMATED 12 MONTHS 2016	BUDGETED 2017
Taxes:				
a. Property Taxes	5,157,964	3,691,614	5,438,675	5,735,770
b. Tax Increment Revenue	950,174	719,774	1,083,175	1,097,774
c. Other Taxes	196,107	53,457	203,825	201,500
Intergovernmental Revenue	4,017,487	1,897,644	4,432,030	4,249,806
Regulation/Compliance	370,552	252,487	443,036	400,200
Public Charges for Services	20,296,634	10,013,492	21,170,184	21,766,816
Special Assessments	86,832	6,918	7,396	2,500
Miscellaneous Revenues	1,184,057	561,392	3,130,325	1,124,834
Interest Income	378,580	162,851	412,804	490,203
Cash Balance Applied	-0-	-0-	-0-	1,620,307
Other Financing Sources	7,898,458	6,143,585	9,927,029	4,466,212
Total Revenues	\$40,536,845	\$23,503,214	\$46,248,479	\$41,155,922

SUMMARY OF BUDGETED EXPENSES/EXPENDITURES:				
General Government	2,172,734	1,238,830	2,560,973	2,798,527
Public Safety	4,773,991	2,251,587	4,732,247	5,350,959
Public Works	19,191,156	9,437,342	20,480,233	21,925,734
Culture, Recreation & Education	2,239,667	901,344	2,225,287	1,998,625
Conservation and Development	2,837,649	1,398,419	6,073,232	3,778,724
Other Public Service	6,507	3,057	5,900	9,005
Capital Projects	2,167,788	338,410	1,302,033	1,036,750
Other Financing Uses	4,725,772	5,668,870	7,108,011	3,591,883
Reserves/Retained Earnings	-0-	-0-	-0-	665,695
Total Expenditures	\$38,085,264	\$21,237,859	\$44,487,916	\$41,155,922

- Section 2. There is hereby levied a tax of \$ 5,735,770 upon all taxable property within the City of River Falls, Wisconsin, as returned by the Assessor in the year 2016 for uses and purposes as set forth in said budget.
- Section 3. The City Clerk is hereby authorized and directed to levy taxation against the tax incremental districts located in the City of River Falls and allocate the proceeds thereof in accordance with Section 66.1105 the Wisconsin Statutes.
- Section 4. The City Clerk be and hereby is authorized and directed to spread the said tax upon the current tax roll of the City of River Falls, Wisconsin.
- Section 5. Budget appropriations are established by function and fund. Additional details included in the budget are presented as supplementary information.
- Section 6. The Ordinance shall take effect and be in force after its passage and publication.

FOR THE CITY OF RIVER FALLS

Dan Toland, Mayor

ATTEST:

Jennifer Zeiler, City Clerk

Adopted:

Published:



Administrator's Report

November 3, 2016

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 21, 6:30 p.m. – Gingerbread Construction class at library

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

November 24-25 – City Offices Closed for Thanksgiving

November 25, 1-7 p.m. - River Dazzle

November 28-29 - Holiday Light Exchange at City Hall

December 8 – Library Open House

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

December 23, 24, 25, 26 and January 2 – City Offices Closed

Tuesday’s Council Meeting Preview:

- Resolution Approving 2017-2019 Tree Service Contract
- Resolution Approving State Trust Fund Loan-Snow Blower
- Resolution Approving State Trust Fund Loan-Sterling Ponds Phase 2
- Resolution Approving Appointment of Al Rolek as City Treasurer and Finance Director
- Resolution Approving Agreement between City of River Falls and Pierce/St. Croix Counties Regarding Shared Ride Taxi Funds for the Year 2017
- Resolution Approving Taxi Service Provider Agreement/ Taxi Vehicle Lease Agreement 2017
- Resolution Accepting Bid for Transformer Concrete Containment Structure at Power Plant Substation
- Resolution Regarding Special Use Permit and Lease for Verizon Tower (Mann Valley)
- Ordinance 2016-16 Amending Chapter 12.06 Residential Parking Permit System-Oak Knoll Avenue and Grotenhuis Addition – First Reading

- Ordinance 2016-17 – 2017 Budget Ordinance – First Reading

Upcoming Events

Election Day is Almost Here!

Tuesday, November 8, is election day. Polls are open from 7 a.m. until 8 p.m. The City has four polling locations:

- District 1 – Ward 5 Pierce County Voters – City Hall, 222 Lewis Street, Lower Level - Parking is available in the Heritage Park or City Hall lots.
- District 1 – Wards 1-4 & 15 St. Croix County Voters – River Falls Public Library, 140 Union Street - Parking spaces will be reserved for voters to use on Election Day. Overflow parking will be in the St. Bridget Church’s lot.
- District 2 – University Center, 501 Wild Rose Avenue, Third Floor Ballroom Free voter parking is available in Pay Lot 2 to the south of University Center.
- District 3 – Meyer Middle School, 230 N. 9th Street, South Entrance - Parking is available in the south side parking lot.
- District 4 – River Falls High School, 818 Cemetery Road - Parking is available in the upper parking lot in front of the auditorium entrance.

November 11 – City Records Clean Up Day

City Offices will be closed to the public for records cleanup and training. This gives staff an opportunity to do records clean up and other tasks they cannot do when open to the public.



November 25 – River Dazzle, 1-7 p.m.

Kick off the holiday season the day after Thanksgiving! Enjoy a lighted parade, holiday sing-along, chili crawl, and much more! Family-friendly festivities with visits from Santa and Mrs. Claus, plus live animals. Visit <http://www.rfchamber.com/>.

19th Annual River Dazzle - Schedule of Events

- 1-3 p.m. Cookie Decorating - Junior's Bar & Restaurant
- 1-4:30 p.m. Santa & Mrs. Claus at Riverwalk Mercantile (176 Riverwalk) along with Reindeer at Veteran's Park
- 1-3 p.m. Open Skate - River Falls Youth Hockey Arena
- 1-5:30 p.m. 11th Annual Chili Cook-off ~ at participating restaurants and retail shops; pick up a tasting card from any of the participating locations. Drawing at 6:15 p.m. at Veteran's Park - must be present to win.
- 2-6 p.m. Free Horse-Drawn Wagon Rides - Loading will be at Heritage Park
- 2:30-5:15 p.m. Edible Art Show Viewing & Sampling
- 4-5:45 p.m. Strolling Carolers visit various locations on Main Street.

- 6:30 p.m River Dazzle Parade Main Street- River Falls

Monday, November 28, 9 a.m.- 7 p.m. and Tuesday, November 29, 9 a.m.-5 p.m. Holiday Light Exchange



It's "light's out" for the City's holiday light exchange. This is the last year of the program. The light exchange is an example of an ideal program for River Falls. Inefficient lights are removed from service and replaced with efficient ones. The old lights are donated to sheltered workshops to be recycled. If the program is so great, why is it ending? The market for LED lighting is "mature," and it's tough to find anything but LED lighting in the stores. As good stewards of rate payer dollars, this will be the last year for the light exchange. After this year, the funds will go toward other efficiency programs.

Here's how the program works: bring in up to two strands of holiday lights, and we'll replace them with two free strands of new LED holiday lights. We'll also recycle as many old lights as you care to get rid of until January 31, 2017.

Police Department

Training

- October 5th – Accident Reporting Update – Sgt. Sather
- October 11th – Officer Leadership Development Course – Ofc. Kober
- October 13th – In-house Training – Sgt. Sather, Sgt. Kennett, Inv. Golden, Ofc. Lotze, Ofc. Moore, Ofc. Kober, Ofc. Thomas, Ofc. Overland, Ofc. Paul Jensen,
- October 13th-14th – SWAT Command/Leadership – Sgt. Anderson
- October 15th-18th – IACP Conference – Chief Young
- October 17th-18th – ALICE Active Shooter (Train-the-Trainer) – Sgt. Anderson
- October 19th – ERU Training – Sgt. Anderson and Ofc. Moore
- October 19th -20th – Alcohol Abuse Conference – Ofc. Paul Jensen
- October 26th-28th – Law Enforcement Executive Leadership – Chief Young

Miscellaneous

School Resource Officer Gottfredsen had the following activity:

- Eight Halloween Safety presentations at Greenwood, Rocky Branch, Westside, St. Bridget and Montessori Schools.
- Juvenile Justice presentation to Meyer Middle School.
- Crisis Preparedness-Active Shooter Response to Westside staff.
- Illegal Drug Use presentations to two 7th grade health classes.
- Underage Alcohol Consumption presentations to two 8th grade health classes.

Fire Department

Fire Safety Education Officer Pauline Williams and her team were busy during the month of October delivering RFFD's Fire Safety Program from October 17-28. Here are the results of their efforts: visited six schools, delivered 62 presentations, gave 570 students a tour of the Safety

House, and gave 260 kindergarten students a fire truck tour. Overall, they taught 1,400 children the importance of fire safety.

Fire Department Run Volume for October

In October 2016, we responded to a total of 20 fire calls, which compares to 18 calls for the same period last year. Year to date is: 2016 – 189 calls; 2015 – 225 calls.

Municipal Utilities

Electric Projects

- Work continues on Radio Road project.
- Chapman Drive street light installation is complete.
- Started moving electric load in the High View and Royal Oaks area. There was an overload situation mid-July. Installed a primary pedestal.
- Sterling Ponds Corporate Park:
 - TurnKey Corrections primary extension - service installed and energized.
 - Temporary power installed to Winfield facility.
 - Installed primary cable in the inner lot.
- Installed conduit for street lights on the Lake George trail (this was done before installing black top).
- Started work on St. Croix radio tower primary extension.
- A street light pole was hit in front of Family Fresh as a result of a car accident.

Waste Water Biosolids Building Construction Progress

- Installation of return activated sludge lines around clarifier.
- Began painting walls and piping in bio-building.
- Installation of gas service to bio-building.
- Installation of motor control centers in bio-building.
- Power cables were pulled through conduit for new building.
- Energized bio-building.

Water/Sewer

- Replaced leaking water service on 110 North 4th Street (removed lead gooseneck at main). Service for 110 North 4th was in the same trench, removed lead gooseneck from that service. Both service lines replaced with 1" copper.
- AT&T and Sprint began antenna reinstallation on Sycamore water tower. The mound reservoir was drained and inspected to comply with WDNR five-year inspection requirement.

Conservation and Efficiency

Community solar - Customers continue to purchase solar shares for themselves and as gifts. Banner and landscaping of the site continue at the site. Pollinator research under the panels has provided good data in this multiyear project.

Renewable Energy blocks - A total of 552 customers have purchased green blocks, and we are at 8.8 percent customer participation (up from 8.4% last month). We remain #1 in the state for customer participation.

Electronics and recycling event - A successful lighting and electronics recycling event sponsored by POWERful Choices was held on October 22 at the Public Works garage. Collected over 3,100 (4' and 8' lamps), 43,800 lbs. of electronic scrap, 1200 lbs. of various types of batteries, and 750 lbs. of PCB ballasts. Excellent City employee collaboration was done to make this event successful.

Large power customers - Met with a customer to enroll them in the New Construction Design Assistance program. Several large lighting projects were completed in October.

Residential customers - Home Performance testing sign-ups continue to climb as the weather turns colder. The 2016-2017 low income programming was approved by WPPI Energy.

Blue Bike program - The inaugural year of the program wrapped up on October 22. Working with all City departments to collect bikes and transition to winter bike repair.

Library News

Circulation in October was 23,930. There were 15,568 visitors to the library in October. Meeting rooms were used 97 times. There were 38 programs and events for children and adults, including storytimes. There were also 24 class visits. There were 2247 individual sessions logged on the public computers. Our patrons borrowed 3183 items from the MORE system, and the library loaned 3483 items to other libraries. There are 1984 questions answered at three service points. Volunteers worked 114 hours.

Programming

Event and Gallery Coordinator, Cole Zrostlik, is putting together a gallery show featuring River Falls. She has pulled together five of the topographical maps created by Jerry McCauley along with images from the University Archives, City Hall, etc.

The Halloween Dance Party for kids that was the brainstorm of the Teens in Power (TIP) board went really well. Monica estimated up to 150 people attending. The teens decorated, put together treat packets, ran craft tables, set up the music list, and helped host. There was a lot of positive feedback from parents.

The library hosted author Marisa Silver on October 13 in conjunction with Chapter 2 Bookstore. Author Mary Casanova will be back December 10.

The gingerbread class is coming up November 21.

We making plans for the Holiday Open House, which will be held on December 8 this year.

The staff is working on programming for January through May.

Funding/Projects

Cole has submitted an LSTA grant for iPads to use as part of interactive displays in the gallery. Nancy is submitting a grant request to Rotary International for the children's library revamp, including computer area seating and the pre-literacy station. She will include the face-out shelving as well. The grant needs to be submitted in November. We will also be looking for other ways to bring in funding dollars for various projects.

Staff

We had an active shooter training on November 1 and a fire drill on November 2. I'm still holding off on hiring a page until I know what is happening at Pierce County. The Finance Committee is forwarding a 75% reimbursement in the 2017 budget.

Building

The cabinet work and countertop for the coffee kiosk have been completed. We are waiting for the plumber to come back and install the new drinking fountain and hook up the sink.

Maintenance staff has finished installing the ceiling projector in the board room.

We are reviewing possible scenarios for a workroom area remodel based on the plans drawn up by Ayres Associates (formerly Frisbie), and what we see as our greatest needs. This has been ongoing for the past two years, and it's time to pull it together and get something done.

City Administrator Comings and Goings

- Staff 1 on 1s
- Council 1:1s
- Business meetings
- Executive Team Meeting
- Kinni Planning
- Interviews
- Incubator

City of River Falls Monthly Status Report

Department Name: Community Development

Reporting Period: 10/1/2016

Department Projects and Status

Name of Project	Completed	In Progress	Delayed	Updates
Planning & Development				
Housing Authority	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff continues to work with and assist the Housing Authority as needed.
Kinni Corridor Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City Council approved the schedule and engagement plan. Kinni Planning members will meet in Nov. & Dec. with an open house Dec. 8 th at 6:30 in the library.
Glen Park Master Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff is beginning to draft the RFP for Preliminary Design.
Power Plant Substation Discussion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A draft site plan was reviewed by staff amendments were recommended.
SLUC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff attended in October and learned more about Affordable Housing options and future outlook.
DNR Trail Grant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The trail will be designed in 2016 and built next year. Our contract requires the project to be finished by 2018. Staff has met with contractor and reviewed preliminary trail layout. The City has signed contracts with the state and feds for grant funding.
South Main Street Corridor Study	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The study is complete; it will be on both Plan Commission and Council agendas in December.
Wisconsin Historical Society Grant for National Register Nomination	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The City's grant application for funds to be used to produce a National Register of Historic Places nomination for the Glen Park Swinging Bridge was approved. We have selected a consultant, Heritage Research LTD. The project will begin soon and be completed by August of 2017.
Site Plan Review	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Site Plan Review has slowed for the season.
EDC Covenant Review	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No reviews pending at this time.
214 & 220 Union Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff is working with the Housing Authority to rent the units.
BID	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Applications will be reviewed from Home Appliance, Lori's Salon and Day Spa, and Steven Trebus.
DRC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No reviews at this time.
Kilkarney Hills Golf, INC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Meeting Nov. 4 th with family members to discuss a master plan for future development of the complete property including the city property within Whitetail Ridge Corp. Park bluff top.
1300 South Main Street River Falls Motel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Raze order issued, ¹⁰³ owner hired contractor and permit requested but

				not issued yet for demolition of the buildings.
Cooperative Plan with Kinnickinnic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The Town replacing one of three members (Randy Cudd) of their CBC and Plan to meet with Town on Nov. 9 or 16.
Spring Creek Estates 1 st Addition PUD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The Plan Commission & Council approved a General Development Plan for additional lots in Spring Creek Estates. Construction on infrastructure has begun; the Specific Implementation Plan will go to Plan Commission & Council in December. The name of the PUD has been changed by the Developer to Spring Creek Estates South.
Knollwood 1st Addition	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plan Commission approved the final Plat of Knollwood 1st Addition on September 6th. Council review will follow at a later date. The developer hopes to have lots available for construction by next spring/summer.
Board of Appeals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No new requests at this time; however we will know this month if there are appeals from last month's decisions.
Ordinance Update Package	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff is in process of drafting ordinance changes to take to Plan Commission. Early spring adoption is anticipated.
Glen Park Safe Room	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff is working with Wisconsin Emergency Management on follow-up questions from FEMA regarding cost estimates for our project. This is the same process we went through with Hoffman Park. The State estimates that a grant agreement will take place sometime between February and June of 2017.
Parks & Recreation				
Pool Operations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The pool is closed for the season. It was a smooth summer at the pool, with no major incidents to report.
Park & Rec Fee Study	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Waiting for classes to be completed for this year's review.
Park & Rec Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Staff is drafting a survey to assess the public's use and suggestions for 2016 programming and facilities.
Building & Inspection				
Permitting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See the department dashboard for building permit totals. Permit issued and construction started for 4 unit townhome in Stone Brook
Upgrade Rental Renewal System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All the rentals properties have now been put into the Munis system and billing and renewals are generated & completed monthly at the same time.
Code Enforcement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Following up on complaints and completing building permit finals from previous years. Completing footing inspections for Land O Lakes, County MM.

Comments/Announcements:

- Preparations for the ComDev website updates continue.
- First Community Barn Dance 10-15-16 of the season at River Falls Academy building brought in 80 participants.
- Whitetail Ridge bike trails had a very successful event on Oct. 15 & 16th, bringing 1500-2000 participants & spectators into River Falls.
- Youth football and soccer completed their season and now onto youth basketball with 95 girls in grades 1st thru 6th and 54 7th and 8th grade boys starting practice in gyms in October.
- Community Expo was a huge success at the High School on Saturday October 22.

Council Requests:

- DOT follow up regarding the Tap Grant application includes the following comments:
 - Cost is likely the biggest factor. There were not many large projects approved due to limited funding. The larger projects that were approved seem to have some statewide significance.
 - There was comment to the affect that your proposal may build a redundant structure as there appears to be a structure acting as bike/ped facility just to the north.
 - The next application cycle is schedule to begin in the fall of 2017.

City of River Falls Monthly Status Report

Department Name: Engineering

Reporting Period: 11/2/2016

Department Projects and Status

Name of Project	Completed	In Progress	Delayed	Updates
North Interceptor Sewer Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Met on 10/6 with consultant to review progress and pending recommendations. Update with recommended options scheduled for UAB on 11/21. Consultants met with Genevieve Rugo on October 12 to brief her regarding routing recommendations.
Veterans Park Pedestrian Bridge	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Waiting for consultants final report.
S Main Crosswalk Study	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Initial draft report indicates a marked crosswalk may be warranted on S. Main near the intersection with Broadway. Report is waiting to be finalized due to staff departure.
Chapman Drive	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Work complete including street lighting and boulevard trees done under separate efforts. Staff conducted a walkthrough and found few items needing attention. Final acceptance of project will wait for spring so that acceptable turf establishment can be confirmed.
Kinnickinnic River Pathway, University Falls to Family Fresh	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Path is paved. Final details remain including installation of concrete handicap ramp at Family Fresh parking lot.
2016 Sanitary Sewer Lining	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Insituform finished lining project. Waiting on closeout documentation including post-lining videos.
Residential Permit Parking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff assisted with parking control changes in the Oak Knoll Avenue and Grotenhuis area of the City.
First National Bank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Main Street concrete pavement is restored and re-opened to traffic.
Lake George Trail (Heritage Park to Division Street)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff reviewed updated preliminary design plans for this trail project.
Total Maximum Daily Loads (TMDL's)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff continues modeling for phosphorous loading from our stormwater system though pace has slowed with loss of summer Engineering Intern.
Allina Health Campus Planning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff is completing transfer of City owned storm water Outlot to Allina in accordance with City Council direction.
Erosion Control Inspections	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff continued routine erosion control inspections.
Civil Engineer Recruitment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Currently on hold.

Kinnickinnic River Watershed Strategic Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff continues to participate in an effort led by KRLT to document past accomplishments for protecting water quality in the Kinnickinnic River and identify future strategies and goals.
Sterling Ponds Corporate Park Phase 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff conducted a preliminary walkthrough of the work. Minor items were noted. Boulevard restoration and seeding of boulevards and berms remains. Final acceptance of project will wait for spring so that acceptable turf establishment can be confirmed.
Stratasys Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff met on October 7 with representatives of Kilkarney Hills Golf Club to discuss their interest in possible solutions to a gully erosion issue that begins at the golf course and extends east through City owned steep slopes. There is interest. Over the winter, staff will develop preliminary ideas of solutions that could be implemented and review them with Kilkarney.
Kinni Corridor Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff continues to support this planning effort.
STH 35/65/Division Street Jug Handle	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff continued coordination with WisDOT consultant for this project slated for 2020-2021. It was discovered that the original Hoffman Park project used LAWCON funding which may complicate project approvals.
Mann Valley Corporate Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff monitoring construction activity at site.
TW Vending	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff continues to coordinate with developer and monitor site.
Montessori Parking Change Request	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff received a request from the Montessori School to remove "No Parking" zone on Maple Street and will be processing the request.
E Cascade Parking Change Request	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff received a request for extending a no parking area on E Cascade. It was reviewed and staff recommended Police implement a temporary zone. Parking Map amendment will be forthcoming to City Council.
Spring Creek Estates 1 st Addition	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff has been reviewing plans and coordinating with other departments and the developers engineer regarding plans for Spring Creek Estates 1 st Addition. Construction has begun. Notices were mailed to residents in the area.
MS4 Stormwater Permit Audit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The Wisconsin DNR will be auditing the City of River Falls stormwater management permit November 3-4.

Glen Park Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff began formulating RFP for Preliminary and Final design of Glen Park improvements.
Sixth and Cemetery Crosswalk	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff received concerns regarding the crosswalk at Sixth and Cemetery Rd. Staff and RFSD officials will be reviewing further.

City of River Falls Monthly Status Report

Department Name: Public Works

Reporting Period: 10/5/2016

Department Projects and Status

Name of Project	Completed	In Progress	Delayed	Updates
Fall leaf sweeping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	We are sweeping daily with few exceptions until freezing weather stops us
Fall Tree Planting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	This has been completed, stumps from removed trees over the summer have been ground, a few stump holes still need to be filled, delayed due to wet black dirt conditions
New Richmond Correctional	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	They assisted us for 2 weeks with fall leaf raking in the parks & city buildings, tree planting and boulevard planting maintenance in Whitetail Ridge Corporate Park
Winter Maintenance Training for Reduced Environmental Impacts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The Public Works crew attended this training in Menomonie on Friday, Oct. 28. The City of River Falls was a co-sponsor, training covered anti icing strategies, deicing materials & techniques, chemical application rates, and the effects of any chemicals on the environment.

Service Notices/Heads Up/Challenging Issues

An old well was discovered on the Mann Valley property south of Cty MM just west of Radio Road, Terry has hired Hoyer Brothers Well Drilling to do the abandonment. Well is approximately 60 feet deep. Abandonment will be completed per WI DNR requirements

Personnel Updates (new hires, resignations/retirements, work anniversaries, customer service excellence, babies, weddings, etc.)

A new mechanic has been hired start date of Nov 7th David Holdnack, David previous employer was Durand Implement a John Deere dealership.



MEMORANDUM

TO: Mayor Toland and City Council Members

FROM: Jody Nichols, Accounting Manager

DATE: November 8, 2016

RE: Accounts Receivable Quarterly Review – 9/30/16

BACKGROUND

To ensure adequate controls over accounts receivable, the City has established the following practices as policy:

- Establish new customers and enter into the accounting system
- Invoice/record all AR transactions timely
- Receipt/deposit all AR payments daily
- Review all delinquent accounts monthly during the statement generation process
- Reconcile all receivable type at least once each calendar quarter
- Review and adhere to the City’s Policy on Uncollectible Accounts
- Annually review the adequacy of the City’s allowance for doubtful accounts

Accountability and separation of duties are an integral part of our internal controls to safeguard the billing and collection of debt owed to the City.

RECOMMENDED ACTION

Review the City’s Accounts Receivable categories and quarter ending 9/30/16 balances as summarized below by category within Fund:

Accounts	Description	1/1/2016	Debits	Credits	Net Change	9/30/2016
100 General Fund		592,908.84	2,370,974.26	1,215,337.90	1,155,636.36	1,748,545.20
100 11005	Accounts Receivable	170,471.78	441,384.71	436,189.74	5,194.97	175,666.75
100 11015	Accounts Recvble-Special Assessments	54,807.64	0.00	0.00	0.00	54,807.64
100 11016	Allowance for Uncoll Accounts	-24,047.00	0.00	0.00	0.00	-24,047.00
100 11020	Interest Receivable	6,987.53	6,072.79	4,204.48	1,868.31	8,855.84
100 11030	Due To - Due From	351,693.21	1,923,411.01	771,718.02	1,151,692.99	1,503,386.20
100 11050	Due From County	32,995.68	105.75	3,225.66	-3,119.91	29,875.77
Total		592,908.84	2,370,974.26	1,215,337.90	1,155,636.36	1,748,545.20
230 Taxi		60,125.85	13,455.50	59,084.85	-45,629.35	14,496.50
230 11005	Accounts Receivable	4,303.85	13,455.50	10,488.85	2,966.65	7,270.50
230 11045	Due from State of WI	55,822.00	0.00	48,596.00	-48,596.00	7,226.00
Total		60,125.85	13,455.50	59,084.85	-45,629.35	14,496.50
231 Solid Waste		454.66	58,801.80	621.98	58,179.82	58,634.48
231 11010	Customer Accounts Receivable	0.00	58,580.05	120.85	58,459.20	58,459.20
231 11050	Due from County	454.66	221.75	501.13	-279.38	175.28
Total		454.66	58,801.80	621.98	58,179.82	58,634.48

Memorandum to Mayor and City Council

November 8, 2016

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Accounts	Description	1/1/2016	Debits	Credits	Net Change	9/30/2016
251 Library		164.89	60.00	60.00	0.00	164.89
<u>251 11005</u>	Accounts Receivable	164.89	60.00	60.00	0.00	164.89
Total		164.89	60.00	60.00	0.00	164.89
260 Environmental		712,005.44	2,469.14	2,730.46	-261.32	711,744.12
<u>260 11010</u>	Customer Accounts Receivable	9,281.88	526.76	1,251.92	-725.16	8,556.72
<u>260 11020</u>	Interest Receivable	2,723.56	1,942.38	1,478.54	463.84	3,187.40
<u>260 11030</u>	Due To - Due From	700,000.00	0.00	0.00	0.00	700,000.00
Total		712,005.44	2,469.14	2,730.46	-261.32	711,744.12
261 Revolving Loan		106,963.29	0.00	9,934.71	-9,934.71	97,028.58
<u>261 11005</u>	Accounts Receivable	106,963.29	0.00	9,934.71	-9,934.71	97,028.58
Total		106,963.29	0.00	9,934.71	-9,934.71	97,028.58
262 Housing Reserve		399,342.00	37,040.00	66,305.00	-29,265.00	370,077.00
<u>262 11005</u>	Accounts Receivable	22,224.00	37,040.00	37,040.00	0.00	22,224.00
<u>262 13010</u>	Notes Receivable	377,118.00	0.00	29,265.00	-29,265.00	347,853.00
Total		399,342.00	37,040.00	66,305.00	-29,265.00	370,077.00
271 TID #5 Whitetail		111,257.46	129,253.80	104,262.36	24,991.44	136,248.90
<u>271 11005</u>	Accounts Receivable	0.00	129,253.80	104,262.36	24,991.44	24,991.44
<u>271 13010</u>	Notes Receivable - NCCM	111,257.46	0.00	0.00	0.00	111,257.46
Total		111,257.46	129,253.80	104,262.36	24,991.44	136,248.90
273 TID #7 (Clark		95,012.15	0.00	0.00	0.00	95,012.15
<u>273 11005</u>	Accounts Receivable	95,012.15	0.00	0.00	0.00	95,012.15
Total		95,012.15	0.00	0.00	0.00	95,012.15
410 General Capital		309,489.19	621,700.00	0.00	621,700.00	931,189.19
<u>410 11015</u>	Accounts Recvble-Special Assessments	39,689.19	0.00	0.00	0.00	39,689.19
<u>410 11030</u>	Due To - Due From	0.00	621,700.00	0.00	621,700.00	621,700.00
<u>410 13010</u>	Notes Recvble-RF Housing Authority	269,800.00	0.00	0.00	0.00	269,800.00
Total		309,489.19	621,700.00	0.00	621,700.00	931,189.19
610 Electric		1,294,877.41	1,031,358.84	1,120,670.46	-89,311.62	1,205,565.79
<u>610 11005</u>	Accounts Receivable	42,397.97	214,916.49	225,012.78	-10,096.29	32,301.68
<u>610 11010</u>	Customer Accounts Receivable	1,252,262.22	796,704.67	883,665.22	-86,960.55	1,165,301.67
<u>610 11012</u>	Solar Gen WPPI Receivable	217.22	12,237.68	11,992.46	245.22	462.44
<u>610 11013</u>	Solar Panel AR	0.00	7,500.00	0.00	7,500.00	7,500.00
Total		1,294,877.41	1,031,358.84	1,120,670.46	-89,311.62	1,205,565.79
620 Water		131,562.23	83,037.23	60,940.32	22,096.91	153,659.14
<u>620 11005</u>	Accounts Receivable	0.00	23,582.12	22,356.89	1,225.23	1,225.23
<u>620 11010</u>	Customer Accounts Receivable	131,562.23	59,455.11	38,583.43	20,871.68	152,433.91
Total		131,562.23	83,037.23	60,940.32	22,096.91	153,659.14
630 Waste Water		335,000.58	79,547.30	91,997.53	-12,450.23	322,550.35
<u>630 11005</u>	Accounts Receivable	11,695.60	29,538.32	27,717.22	1,821.10	13,516.70
<u>630 11010</u>	Customer Accounts Receivable	323,304.98	50,008.98	64,280.31	-14,271.33	309,033.65
Total		335,000.58	79,547.30	91,997.53	-12,450.23	322,550.35
640 Storm Water		51,297.23	1,850.56	5,943.36	-4,092.80	47,204.43
<u>640 11005</u>	Accounts Receivable	1,600.00	0.00	0.00	0.00	1,600.00
<u>640 11010</u>	Customer Accounts Receivable	49,697.23	1,850.56	5,943.36	-4,092.80	45,604.43
Total		51,297.23	1,850.56	5,943.36	-4,092.80	47,204.43
650 Ambulance		403,352.87	1,973,773.83	1,909,418.25	64,355.58	467,708.45
<u>650 11005</u>	Accounts Receivable -Andres	802,761.63	1,167,048.63	1,471,054.86	-304,006.23	498,755.40
<u>650 11016</u>	Allowance for Uncoll Accounts	-399,408.76	449,003.44	373,106.86	75,896.58	-323,512.18
<u>650 11017</u>	Accounts Receivable -Waukesha	0.00	357,721.76	65,256.53	292,465.23	292,465.23
Total		403,352.87	1,973,773.83	1,909,418.25	64,355.58	467,708.45
Grand Total		4,603,814.09	6,403,322.26	4,647,307.18	1,756,015.08	6,359,829.17

Fund 100 – General Fund Highlights:

During the course of operations, transactions occur between individual funds that may result in amounts owed between funds. Short term in nature, interfund loans are reported as “due to/from other funds” and the General Fund has a balance from other funds of \$1,503,386.20 as of 9/30/16 which account for 86% of September’s General Fund accounts receivable classification. This number is expected to be reduced by the end of 2016.

Customer billings due the City total \$175,666.75 and include the following categories:

- Delinquent Personal Property Taxes
- Fire Department Accident Charges
- City Clerk Title Search Fees
- Housing License/Permits
- Snow Removal/Lawn Mowing Fees

Fund 261 – Revolving Loan Fund Balances:

Outstanding Loans	1/1/2016		Jan – Sept Payments		9/30/2016
Grateful Bread	3,978.99		-		3,978.99
Peter McCarty	27,225.01		3,554.72		23,670.29
River Valley Suites	41,250.98		3,282.51		37,968.47
Falls Vision	34,508.31		3,097.48		31,410.83
Total Loan Balance:	106,963.29		9,934.71		97,028.58

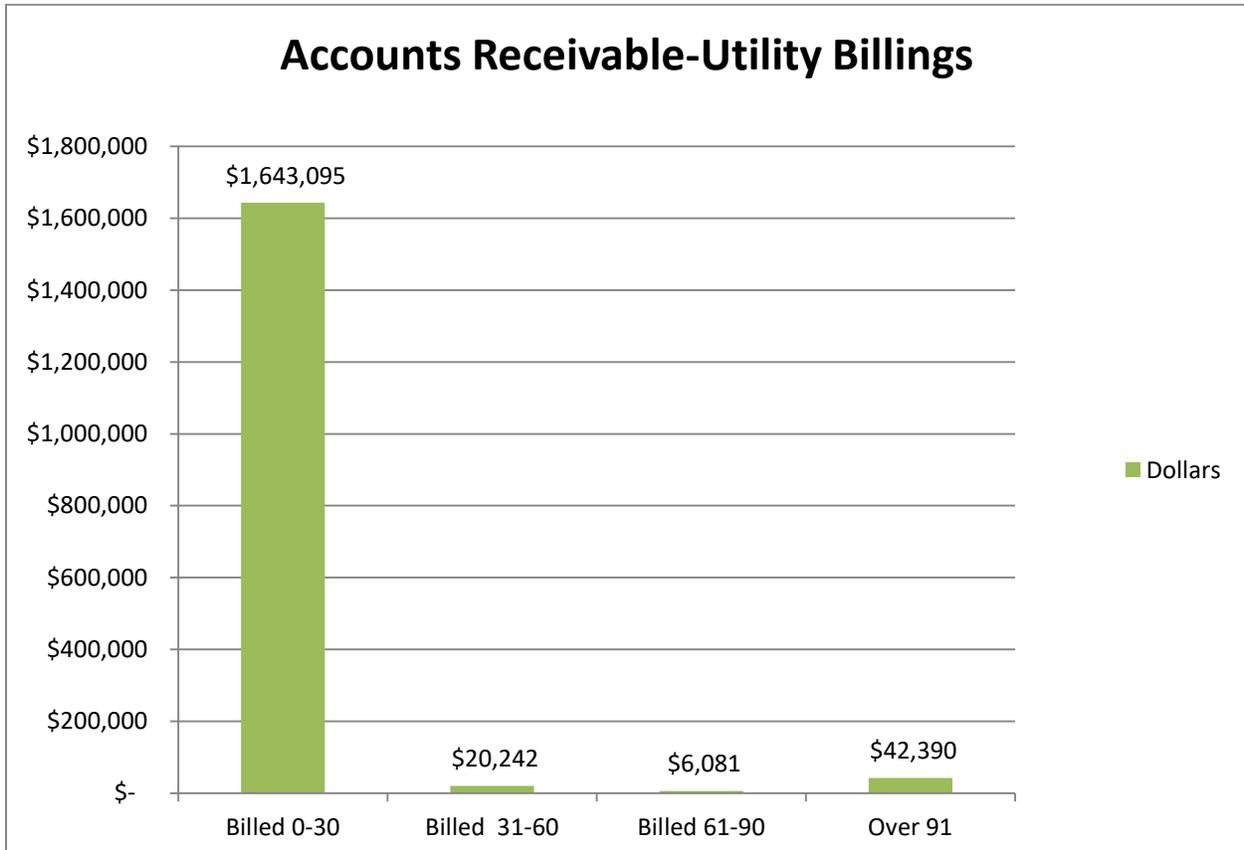
Fund 262 – Housing Reserve Loan Fund Balances:

Outstanding Loans	1/1/2016		2016 Payments		9/30/2016
River Glen	84,534.00		18,153.00		66,381.00
Habitat For Humanity	292,584.00		11,112.00		281,472.00
Total Loan Balance:	377,118.00		29,265.00		347,853.00

Per review of the 9/30/16 accounts receivable aging schedule, Habitat For Humanity has a delinquent balance of \$22,224, which represents 6 months of outstanding payments.

Enterprise Fund Highlights:

The following graph depicts the accounts receivable aging status for the utility funds which include services for Electric, Water, Wastewater, Garbage, and Environmental Fees.

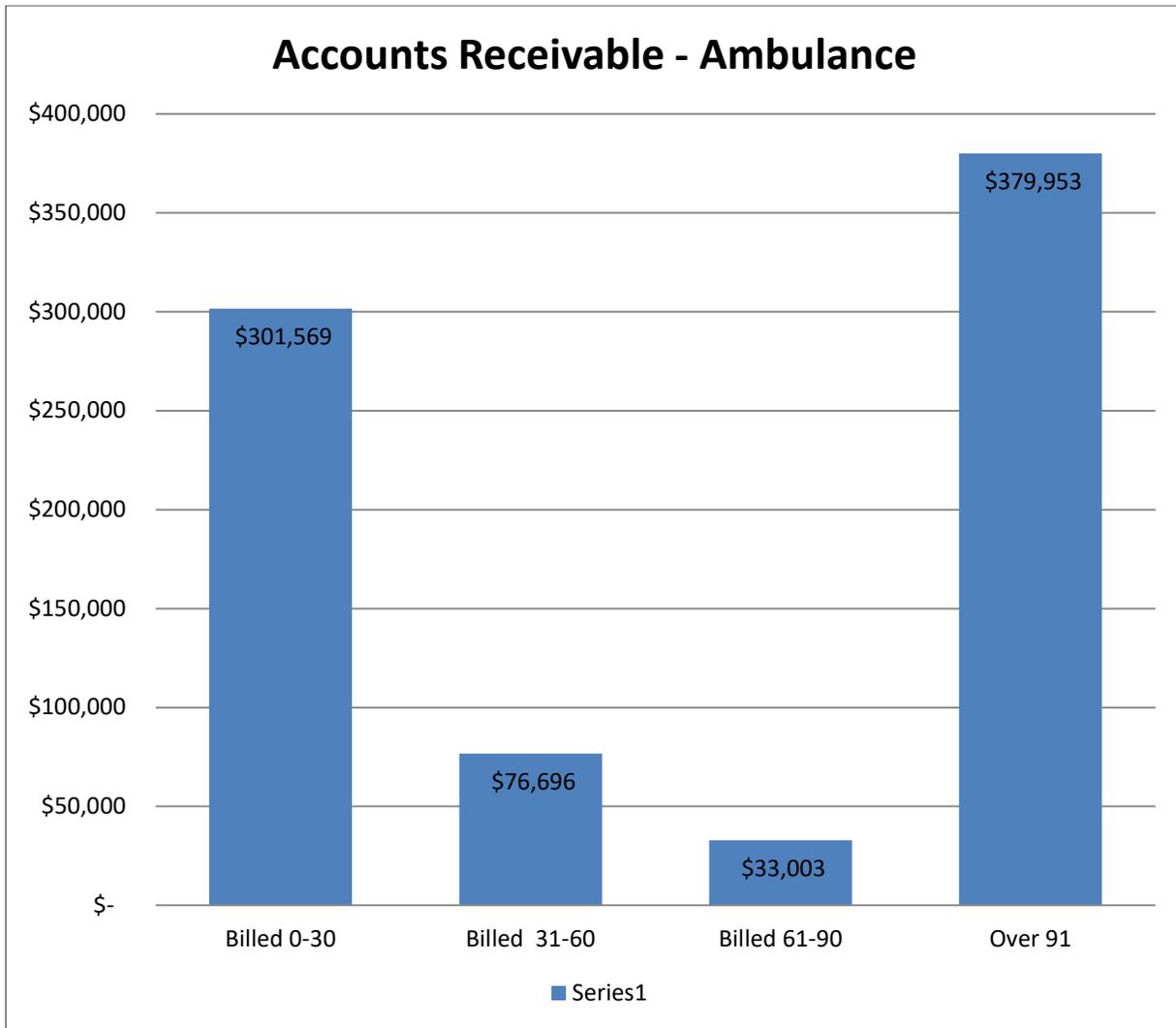


	Billed 0-30	Billed 31-60	Billed 61-90	Over 91	Total
% of Total AR	96.0%	1.2%	0.4%	2.5%	100.0%
Dollars	\$ 1,643,095	\$ 20,242	\$ 6,081	\$ 42,390	\$ 1,711,808

As of 9/30/16, 96% of Utility Billing receivable balances are current. No provision for uncollectible accounts receivable has been made for these services because the City has the right by law to place substantially all delinquent bills on the tax roll, and other delinquent bills are generally not significant.

Fund 650 – Ambulance Fund Highlights:

The following graph depicts the accounts receivable aging status of Ambulance charges.



The City partners with Andres Medical Billing to issue invoices for ambulance services and file claims on our behalf with the patient’s insurance company. Once the receivables are 90 days old, the billing service will increase collections efforts in accordance with our uncollectible accounts policy. Unpaid claims greater than 120 past due are transferred to Waukesha County for additional collection efforts. Once Waukesha has worked the accounts, unpaid balances that are considered uncollectible due to the age of the invoice, or have statutory limitations such as Medical Assistance, Waukesha will report to the City the amounts approved for write off.

The 9/30/16 allowance for uncollectible accounts is \$323,512.18 and is reviewed/adjusted annually in conjunction with our external audit.

Conclusion

The Finance department monitors the variety of payments due to the City of River Falls, and follows up with collections as necessary per City policies, and Wisconsin State Statute requirements. In order to provide this information to the City Council, a continuation of the above report on accounts receivable activities is planned to be distributed on a quarterly basis. Please let me know if you have any suggestions or changes to this report.