COMMON COUNCIL AGENDA
January 14, 2020

Call Meeting to Order - 6:30 p.m.
Pledge of Allegiance
Roll Call
Approval of Minutes from December 12, 2019, regular session minutes
    Approval of Minutes from December 12, 2019, regular session minutes
    2019-12-10 City Council Minutes.docx
Approval of Bills from December 23 $
Approval of Bills from January 14 $

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

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:

1. Public Comment

PUBLIC HEARING:

2. 6:31 p.m.
   – S. Wasson Lane – Second Reading and Disposition
   Memo-Ordinance 2019-15 Amending the Official Parking Control Map_ S Wasson Ln.docx
   Ordinance 2019-15 Official Parking Map (Wasson Lane).docx

CONSENT AGENDA:

3. Resolution Approving Lease Between City of River Falls and UW-River Falls (Mann Valley Property)
   Memo-Mann Valley Lease-UWRF 2020.docx
   Resolution-Mann Valley-UWRF 2020.docx
   Lease-Mann Valley Farm Land Lease - 2020.doc

4. Resolution Approving Leases Between City of River Falls and Joe O’Malley and City of River Falls
   and Gary Moelter (Mann Valley Land)
   Memo-2020-2021 Mann Valley Lease Moelter and O’Malley.docx
   Resolution - 2019-2021 Mann Valley Lease Moelter and O’Malley.docx
   20-21 Mann Valley Lease with Moelter.docx
   20-21 Mann Valley Lease with OMalley.docx

5. Resolution Approving Tree Services Contract with SavATree
   Memo-2020-2022 Tree Service Contract.docx
   Resolution-2020-2022 Tree Services Contract.docx
   2020-2022 Tree Services Contract.docx

6. Resolution Approving State Municipal Maintenance Agreement – Jughandle
   Memo-State Municipal Maintenance Agreement for a Division Street (Jug Handle) Intersection.docx
   Resolution-State Municipal Maintenance Agreement for a Division Street (Jug Handle)
   Intersection.docx
ORDINANCES AND RESOLUTIONS:
7. Ordinance 2020-01 - Amending the Official Zoning Map and Future Land Use Map of the Comprehensive Plan of the City of River Falls for Land Generally Located Between W. Division Street, Clark Street and the Kinnickinnic River – First Reading
   Memo-Ordinance 2020-01 Amending Official Zoning Map (W. Division, Clark Streets).docx
   Ordinance 2020-01-Ordinance Amending Official Zoning Map (W. Division, Clark Streets).docx
   Ordinance Exhibits.pdf
8. Ordinance 2020-02 – Amending Section 10.12.030, Official Parking Control Maps – East Walnut Street - No Parking 2:30-6 a.m. – First Reading
   Memo-Ordinance 2020-02 Amending the Official Parking Control Map_E Walnut.docx
   Ordinance-Ordinance 2020-02 Official Parking Map_E Walnut.docx
9. Ordinance 2020-03 – Amending Section 10.12.030, Official Parking Control Maps – 1415 Bartosh Lane - No Parking 7 a.m. – 4 p.m., Monday-Friday, Except Holidays and School Vacations – First Reading
   Memo-Ordinance 2020-03 Parking Rocky Branch.docx
   Ordinance-Ordinance 2020-03-Official Parking Map_1415 Bartosh Ln.docx

REPORTS:
10. Administrator's Report
    2020-01-14 Administrator's Report.docx

ANNOUNCEMENTS:
11. Mayor's Appointment
    Mayor's Appointment Memo.docx

ADJOURNMENT
December 10, 2019

Mayor Dan 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, Sean Downing, Christopher Gagne, Scott Morrissette, Diane Odeen, Michael Page, Hal Watson

**Members Absent:** None

**Staff Present:** City Administrator Scot Simpson; City Attorney Dan Gustafson; Sergeant Elizabeth Posel; Assistant City Administrator Julie Bergstrom; Operations Director Mike Stifter; City Engineer Crystal Raleigh; City Clerk Amy White; Economic Development Specialist Keri Schreiner; Development Director Amy Peterson; Library Director Tanya Misselt; City Forester Nate Croes; Facilities Maintenance Lead Ken Thill; Utility Administrative Assistant Lnae Nelson; Assistant to the City Administrator Brandt Johnson; Human Resources Director Karen Bergstrom; Communications Manager Mary Zimmerman; EMS Director Jason Stroud; Fire Chief Scott Nelson; Deputy Clerk Jackie Sahnow

**Others Present:** Boy Scout Troup 457, others

The Pledge of Allegiance was said.

**APPROVAL OF MINUTES:**
November 26, 2019, Regular, Workshop and Closed Session Meeting Minutes
MSC Morrissette/Downing approve minutes. Unanimous.

**APPROVAL OF BILLS:**
Bills $1,893,958.09
MSC Bjerstedt/Watson move to approve bills subject to the comptroller. Unanimous.

**PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:**
There were no public comments. The Mayor welcomed Boy Scout Troup 457 and thanked them for coming.

**Elections Report**
Deputy Clerk Jackie Sahnow provided a presentation. She talked about the 2019 election, the five elections in 2020 and the City offices up for reelection. Sahnow detailed the candidate and filing requirements. Sahnow talked about Badger Books (electronic polls books). She provided information about the program and how it will save both time and money for the City. There were no questions from Council.

**Report from the F.U.N. Committee**
City employees Nate Croes, Lnae Nelson, and Ken Thill gave a presentation to Council. The name stands for fellowship, unity, and networking. The purpose of the committee is to network employees and their families through different events. The committee also gives back to the community by fundraising and participating in events. They talked about the past year’s events and activities. The Mayor expressed his appreciation for all the work the committee does.
The Mayor recognized Assistant City Administrator Julie Bergstrom for her 30 years of service to the City. He expressed his deep appreciation for all she has done. Bergstrom received a standing ovation.

**CONSENT AGENDA:**
Resolution No. 6429 - Appointing Election Inspectors for the 2020-2021 Election Cycle
Resolution No. 6430 - Regarding 2020 Fee Schedule
Resolution No. 6431 - Approving Development Agreement with The Povolny Group, Inc. for Sterling Ponds Corporate Park Lots D and E
Resolution No. 6432 - Approving Commercial Revolving Loan Application with Jerry’s Automotive
MSC Odeen/Page move to approve the Consent Agenda. Unanimous.

**ORDINANCES AND RESOLUTIONS:**
There were no questions.

Resolution No. 6433 - Approving 2019 Budget Adjustment
MS Morrissette/Downing move to approve resolution. The roll call vote to approve the resolution passed unanimously with all voting in favor.

Resolution No. 6434 - Approving Revised State/Municipal Agreement for a Highway Safety Improvement Project - STH35/Division Street (Jug Handle) Intersection
City Engineer Crystal Raleigh presented an overview for the Council on the project. The project would add another ramp on the western side of the highway running to Hoffman Park. The purpose of the project is to improve safety in the intersection as there has been several accidents. The Wisconsin Department of Transportation (DOT) has received federal highway safety improvement funds for $1.7 million to improve the intersection.

Raleigh talked about the 2015 State/Municipal Agreement which detailed the funding for the project. She talked about how the project design and amount has changed. The City purchased two parcels for the project. She noted construction estimates have risen due to real estate and utility adjustments. This fall, the City requested a revised agreement from the DOT with the objective of capping the City’s costs and would commit the DOT to do the project. Raleigh talked about the three phases of the project and the funding for each phase. She went into detail about the City costs for the project and the funding sources.

Alderson Morrissette asked about the east jug handle and the absence of right turn only island. She thought the top will have an island. Alderson Gagne asked about turn lanes on the highway. Raleigh said there would be a dedicated right turn lane. The Mayor expressed appreciation for staff’s work on this project. Alderson Downing asked about wayfinding signage. Raleigh said regular highway signs (not wayfinding signs) are included in the project costs. Alderson Watson said it isn’t a happy thing that the costs are going up but noted that we are dealing with a dangerous intersection, it will benefit the Fire Department in the future, and it is benefitting Hoffman Park. He felt the City is getting more than just an exit ramp. With no other comments, the Mayor asked for a vote. The motion passed unanimously.

**REPORTS:**
Administrator’s Report
City Administrator Simpson provided information and updates. He introduced Jason Stroud who has been hired as the Assistant City Administrator.
Mayor’s Appointments

Municipal Board of Canvassers (MBOC)
- Appointment of David Ayers, Stephanie Brown, Patricia LaRue, and Terry Swinburne to the MBOC through December 31, 2021

Municipal Board of Absentee Ballot Canvassers (MBAC)
- Appointment of Rhonda Davison, Keri Schreiner, and Melinda Johnson to the MBAC through December 31, 2021.

MSC Watson/Downing move to approve the Mayor’s appointments. Unanimous.
MSC Bjerstedt/Morrissette move to adjourn at 7:04 p.m. Unanimous.

Respectfully submitted,

Kristi McKahan, Deputy Clerk
MEMORANDUM

TO: Mayor Toland and City Council

FROM: Zach Regnier, Civil Engineer

DATE: January 14, 2020

TITLE: Ordinance 2019-15 Amending Section 10.12.030, Official Parking Control Map (No Parking Zone S Wasson Ln Between E Cascade Ave and Cemetery Rd) – Second Read and Disposition

RECOMMENDED ACTION
Adopt Ordinance 2019-15 Amending the Official Parking Control Map. The requested action is as follows:

- Southbound South Wasson Lane Between E. Cascade Avenue and Cemetery Road - No Parking Zone.
- Northbound South Wasson Lane Between E. Cascade Avenue and Cemetery Road – No Parking 1 a.m. to 6 a.m. (Nov. 1 – March 31)

BACKGROUND
There has been an increase of cars parking on South Wasson Lane in the last few years. These cars cause issues with winter maintenance operations. The issue has been discussed with engineering staff, police staff, and Wildcat Court Apartment Staff.

Currently, there is no parking on Wildcat Court due to street width and emergency vehicle access. The apartments have adequate parking spaces to meet City code.

DISCUSSION
South Wasson Lane between East Cascade Avenue and Cemetery Road is a non-urban section of road with no curb and gutter. Snow accumulation reduces the available shoulder width for parking, resulting in cars parked in the traffic lanes. Eliminating overnight parking would allow staff to maintain the street width, while still providing daytime parking options on the East side.

Recommendation
Both the engineering and police departments recommend adoption of the ordinance that will result in creating no parking on the southbound side, and no parking 1 a.m. to 6 a.m., November 1 through March 31, on the northbound side of South Wasson Lane between East Cascade Avenue and Cemetery Road. The operators of the Wildcat Court Apartments are aware of the proposed change and have no objections.
FINANCIAL CONSIDERATIONS
The financial considerations for these parking restrictions are minimal. Several additional signs and posts will need to be added.

CONCLUSION
Staff recommends City Council approval of the proposed ordinance.
ORDINANCE NO. 2019-15

AN ORDINANCE AMENDING SECTION 10.12.030,
OFFICIAL PARKING CONTROL MAPS
(No Parking Zone – S. Wasson Lane)

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

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

South Wasson Lane
• No Parking – Southbound side of South Wasson Lane between East Cascade Avenue and Cemetery Road
• No Parking 1 a.m. to 6 a.m., Nov. 1 through March 31 – Northbound side of South Wasson Lane between East Cascade Avenue and Cemetery Road

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

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

Dated this 14th day of January 2020.

FOR THE CITY OF RIVER FALLS

ATTEST: Dan Toland, Mayor

______________________________
Amy White, City Clerk

Adopted: 
Published: 
MEMORANDUM

TO: Mayor Toland and City Council

FROM: Mike Stifter, Operations Director

DATE: January 14, 2020

TITLE: Mann Valley Farm Lease-UWRF

RECOMMENDED ACTION
Approve annual lease agreement with the University of Wisconsin-River Falls for approximately 80 acres of agricultural land along County Road MM.

BACKGROUND
The City purchased approximately 85 acres of land west of River Falls in 2011. Estimated agricultural lease revenues of approximately $10,000 per year was projected to offset interest costs.

The University of Wisconsin-River Falls has leased the property since 2012 for agricultural purposes, and due to state regulations, cannot enter into a multi-year lease. The intent is to continue to lease to the University at current market rates unless the property is needed for development.

In 2017, a reduction of acreage occurred with the development of Winfield Solutions Field Station building. In addition, further lease revenue reductions were made based on crop and soil damage in the related area.

DISCUSSION
Current Situation
No additional reductions occurred in 2018 or 2019 and none are anticipated for 2020. An approximate three percent increase from the 2019 rate is proposed, raising the total amount to $248 per acre (80 acres total).
Below is a chart of the lease agreement rent per acre beginning 2012:

<table>
<thead>
<tr>
<th>Lease Year</th>
<th>Rent Per Acre</th>
<th>Total Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>$195</td>
<td>$16,575</td>
</tr>
<tr>
<td>2013</td>
<td>$200</td>
<td>$17,000</td>
</tr>
<tr>
<td>2014</td>
<td>$200</td>
<td>$17,000</td>
</tr>
<tr>
<td>2015</td>
<td>$225</td>
<td>$19,125</td>
</tr>
<tr>
<td>2016</td>
<td>$235</td>
<td>$19,975</td>
</tr>
<tr>
<td>2017</td>
<td>$235</td>
<td>$12,810 *</td>
</tr>
<tr>
<td>2018</td>
<td>$238</td>
<td>$19,040</td>
</tr>
<tr>
<td>2019</td>
<td>$241</td>
<td>$19,280</td>
</tr>
<tr>
<td>2020</td>
<td>$248</td>
<td>$19,840</td>
</tr>
</tbody>
</table>

*Rent adjusted for crop damage from construction

FINANCIAL CONSIDERATIONS
Lease revenue of $19,840 is anticipated for 2020. Funds will be allocated to debt service costs for the Mann Valley property purchases.

CONCLUSION
Recommended approval of the 2020 lease agreement with the University of Wisconsin-River Falls for a one-year term, and authorizing City Administrator to finalize and sign the lease agreement.
RESOLUTION NO.

RESOLUTION APPROVING LEASE BETWEEN
CITY OF RIVER FALLS AND UW-RIVER FALLS
(Mann Valley property)

WHEREAS, the City purchased approximately 290 acres of land in Mann Valley; and

WHEREAS, this property may be developed in the future; and

WHEREAS, there is no immediate City use for this land, and approximately 80 acres of it is currently being rented for crop land; and

WHEREAS, the University of Wisconsin-River Falls (UWRF) has agreed to pay $248/acre for 2020.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls authorizes the City Administrator to finalize a one-year lease agreement for use of the Mann Valley property for an anticipated revenue in 2020 of $19,840.

Dated this 14th day of January, 2020.

______________________________
Dan Toland, Mayor

ATTEST:

______________________________
Amy White, City Clerk
Farm Land Lease

I. NAMES OF PARTIES AND DESCRIPTION OF PROPERTY
This lease is entered into by and between the City of River Falls (“landlord”) of 222 Lewis Street, River Falls, Wisconsin, 54022 and the University of Wisconsin - River Falls (“tenant”) of 410 South Third Street, River Falls, Wisconsin, 54022 hereinafter called the landlord and tenant respectively. Under the terms and conditions that follow, the landlord hereby leases to the tenant a farm to be used exclusively for agricultural purposes of approximately 80 acres, situated in St. Croix County, Wisconsin, and described as follows:

Lot 1 of Certified Survey Map filed January 26, 2011, in Vol. 25 of C.S.M., Pg. 5757, as Doc. No. 931252, located in part of the NE 1/4 of the NE 1/4 and part of the SE 1/4 of the NE 1/4 of Section 34, and part of the NW 1/4 of the NW 1/4 and part of the SW 1/4 of the NW 1/4 of Section 35, all in Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin.

II. TERM OF LEASE
The term of this lease shall commence and be effective as of the last date it is signed by either party below and shall continue in effect until January 31, 2021. The tenant shall surrender possession at the end of the term or at the end of any extension thereof. Extensions to this lease must be placed in writing and signed by both parties.

III. RENTAL RATES AND ARRANGEMENTS
Cash Rent
As rent for the land, UWRF will agree to pay the sum of $19,840.00 annually ($248.00 per acre, 80 acres). Rent will be paid by end of March 2020.

IV. RECORDS
Records on all matters of joint interest shall be kept by the tenant and the landlord and shall be available to the other upon request.

V. PARTNERSHIP AGREEMENT
This lease does not give rise to a partnership. Neither party shall have authority to bind the other without his written consent.

VI. RIGHT OF ENTRY
The landlord shall have the right, in person or by agent, to enter upon the farm for inspections, repairs, or improvements. In case this lease is not to be renewed, the landlord or the incoming tenant shall have the right before it expires to do work on the farm when doing so will cause no damage or interference to the present tenant.

VII. ARBITRATION
If parties to this lease cannot reach an agreement on any matter, or problem, the question shall be submitted for resolution to the Farm Mediation and Arbitration Program pursuant to Section 93.50 Wis. Stats.
VIII. IT IS MUTUALLY AGREED THAT
(a) This lease shall bind and shall inure to the benefits of the heirs, executors, successors, and administrators of both parties. Notwithstanding the foregoing, landlord does not convey to the tenant the right to lease or sublet any part of the farm or to assign the lease to any person or persons whomsoever unless the same is agreed to in writing by both landlord and tenant.

(b) If either party willfully neglects or refuses to carry out any material provision, the other party shall have the right to terminate the lease. He shall do so by written notice on the party at fault, specifying the violations of the agreement. If violations are not corrected within 30 days, the lease shall be terminated.

(c) When leaving the farm, tenant shall pay landlord reasonable compensation for any damages to the farm for which the tenant is responsible. Any decrease in value due to ordinary wear and depreciation or damages outside the control of tenant are expected.

(d) At Landlord’s discretion, Landlord shall, at the time this lease terminates, (1) have the option to either reimburse tenant for field work done and for other crop costs incurred for crops that remain on the farm after termination of this lease or (2) allow tenant to harvest the crops at the appropriate time after termination of this lease. The fair market value to be paid is the average yield for the crop in the Pierce/St. Croix County area.

(e) This lease is contingent upon its authorization under Wisconsin and United States law and any amendment, interpretation, or repeal of the same determined by tenant to affect its relevant authority or funding shall permit tenant to immediately terminate this lease, without penalty, upon written notice to landlord.

(f) The parties hereto agree that landlord, its officers, agents, and employees are not acting as an officer, employee, or agent of tenant. Landlord agrees to take such steps as may be necessary to ensure that each of its subcontractors will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of tenant. Furthermore, neither landlord nor tenant will represent itself as the agent or legal representative of the other or as partner or joint ventures for any purpose whatsoever, and neither shall have any right to create or assume any obligations of any kind, express or implied, for or on behalf of the other in any way whatsoever.

(g) Landlord will indemnify and hold harmless tenant and all of its officials, officers, agents, and employees from and against any and all liability of any character including, without limitation, suits, actions, claims, demands, losses, judgments, costs, damages, and expenses, including attorneys’ fees, arising from or incidental to the act or omission of landlord, or any of its officers, agents, employees, or contractors, that relates to or derives from its ownership, use and/or occupancy of the farm subject to this lease regardless of whether or not said liability arises or results in part from the act or omission of a party indemnified hereunder.

(h) The Board of Regents of the University of Wisconsin System agrees to provide liability protection for its officers, employees, and agents while acting within the scope of their
employment. The Board of Regents further agrees to hold harmless the City of River Falls its officers, agents, and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

(i) This lease and the performance of the parties’ obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, other than any conflict-of-laws provisions thereof that would otherwise require the application of the law of any other jurisdiction. Landlord consents to personal jurisdiction in the State of Wisconsin. The venue for any action hereunder shall be in St. Croix County, Wisconsin.

IX. ADDITIONAL AGREEMENTS AND MODIFICATIONS
Any additions to this contract or changes therein shall be in writing and attached hereto in order to become a part hereof.

__________________________________ __  Landlord:
Signature Scot Simpson
City Administrator
City of River Falls
222 Lewis Street
River Falls, WI  54022

______________
Date

__________________________________            Tenant:
Signature Elizabeth Frueh, Asst. Chancellor
for Business and Finance
University of Wisconsin - River Falls
111 North Hall
River Falls, WI 54022

______________
Date
MEMORANDUM

TO: Mayor Toland and City Council

FROM: Mike Stifter, Operations Director

DATE: January 14, 2020

TITLE: Agricultural Lease Agreements for Mann Valley Property

RECOMMENDED ACTION
Adopt the resolution approving agricultural lease agreements with Gary Moelter and Joe O’Malley related to City owned property in Mann Valley. Each lease is for a two-year term, with the ability of the City to terminate the lease for all or a portion of the property under lease.

BACKGROUND
In May 2013, the City Council purchased 240 acres of land at Mann Valley for future development of the City, which was in addition to the 85 acres purchased in 2011. With the purchase of the land, the City was transferred a rental agreement with Mr. Joe O’Malley for agricultural uses for the 183 acres of tillable land. This lease expired in February 2014 and the 2014 lease for this property was divided between Mr. O’Malley and Mr. Moelter for $301.50 per tillable acre or $55,174.50 annually.

For the last five-year lease period, the City negotiated a base rent of $235 per acre for Mr. Moelter and $250 per acre for Mr. O’Malley, plus an additional percentage had grain prices increased by 10 percent or more, the latter which has not occurred over the lease period. Given Winfield’s development, O’Malley’s acreage went from 93 to 90 acres during the lease period. Moelter’s acreage decreased from 89.76 acres to 74.76 acres also during this time.

Both parties have given indication that they would like to continue the lease agreement for additional years. It is being suggested that a two-year term be used for the next lease period with an approximate 3% increase applied to both rates for the next two-year period. This would amount respectively to $242/acre (Moelter, 74.76 acres) and $257/acre (O’Malley, 90 acres).

DISCUSSION
It is in the City’s best interest to keep the land producing income, which can be applied to debt service payments on the property purchase. Both Mr. Moelter and Mr. O’Malley own property
in the area, and can easily access the property along with their own properties. With another
two-year lease, they can continue to be proactive with crop rotation and soil enhancements.

The lease allows for termination of any or all of the property should the City need to provide for
development. The lessees will be reimbursed a decreasing portion of the actual costs of field
preparation costs if the acreage is decreased after 2020.

FINANCIAL CONSIDERATIONS
The purchase of this portion of Mann Valley was initially financed internally from available
funds, but was most recently refinanced through the State Trust fund. Debt service costs will be
approximately $73,700 per year, and revenue from the farm leases will be applied to the debt
payment.

The leases with both Mr. Moelter and Mr. O’Malley will generate a minimum of $41,221 per
year for the next two years.

CONCLUSION
Approval of the two-year agricultural lease agreements with Mr. Moelter and Mr. O’Malley is
recommended.
RESOLUTION NO.

RESOLUTION APPROVING LEASES BETWEEN
CITY OF RIVER FALLS AND JOE O’MALLEY
AND CITY OF RIVER FALLS AND GARY MOELTER
(Mann Valley Land)

WHEREAS, the City purchased 183 acres of tillable land on County Road MM known as the Mann Valley property; and

WHEREAS, this property may be developed in the future to meet the City’s needs; and

WHEREAS, the City needs to create a long-range strategy for Mann Valley Land leasing which will involve conducting a thorough market analysis and research of demand; and

WHEREAS, there is no immediate City use for this land, and it is currently being rented for crop land; and

WHEREAS, Joe O’Malley and Gary Moelter have been leasing the property for agricultural crop production and wish to continue the lease; and

WHEREAS, it is in the City’s best interest to continue this relationship with rental income applied to the debt service on the land;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls authorizes the City Administrator to finalize a lease agreement for use of the Mann Valley property for an anticipated revenue of $41,221 per year for a two-year period, unless terminated by either party under the terms of the agreement.

Dated this 14th day of January, 2020.

__________________________________________
Dan Toland, Mayor

ATTEST:

__________________________________________
Amy White, City Clerk
FARM LAND LEASE (Mann Valley)

The City of River Falls, Wisconsin (hereafter “Lessor”), and Gary Moelter (hereafter “Lessee”) hereby enters into a lease agreement under the following terms:

Lessor shall convey to Lessee the use of the following property owned by the City of River Falls:

Township twenty-eight (28) North, Range nineteen (19) West, Town of Troy. The total tillable land in four parcels consists of approximately 74.76 acres.

The term of the lease shall be for two years from January 1, 2020, until December 31, 2021, at midnight on each date, subject to early termination clause below.

The Lessee is obliged to pay Lessor a total of $242 per acre for the 2020 and 2021 growing season for the rights conveyed under this lease.

Lessee shall pay to Lessor the full amount annually on or before January 31 until the expiration of this lease.

If Lessee fails to make a required payment within 30 days of the date or engages in any act or omission which constitutes waste or breach of Lessee’s responsibilities under this lease, the Lessor may terminate this lease upon ten (10) days’ notice. In the event of such a termination, Lessee shall bear any and all losses related to crops which have not ripened or which Lessee has not yet harvested as of the time of termination.

Lessee’s use of the description property shall be strictly limited to the raising of agriculture crops and no other or further use thereof without the express, written consent of the Lessor. No other or further use of the property shall be made without the express, written consent of the Lessor. During the course of using the property for crop-raising, the Lessee shall be allowed to apply fertilizers and weed killers but will provide the Lessor with the amount and types of fertilizers and weed killers applied to the property each year.

The Lessor shall be held harmless and forgiven by the Lessee of any and all damage to standing crops which may occur the term of this lease as a result of the acts of third parties.

Lessee understands and agrees that the Lessor shall have the option to terminate this lease prior to the end of the term expressed. To invoke this right, the Lessor shall provide notice in writing of its intention to terminate all or a portion of the property leased. In the event that the Lessee is so notified, Lessee understands and acknowledges that all crops standing on the leased property shall be harvested on or before December 31 of the year of such notice or they shall become property of the Lessor, without any expectation of compensation, therefore by the Lessee. The Lessor agrees to reimburse the Lessee for field preparation costs incurred on property that has been terminated from the lease.

Upon the expiration or termination of this lease, the Lessee shall return the property to the Lessor in substantially the same condition as that in which it was found at the commencement of this lease and all personal property shall be removed from the property prior to the expiration or termination date.

In witness of their agreement to the terms of this contract, the parties affix their signatures below:

For the City of River Falls:

Dan Toland, Mayor  Date

Amy White, City Clerk  Date

Diane Odeen, Comptroller  Date

For the Lessee:

Gary Moelter  Date
FARM LAND LEASE (Mann Valley)

The City of River Falls, Wisconsin (hereafter “Lessor”), and Joe O’Malley (hereafter “Lessee”) hereby enters into a lease agreement under the following terms:

Lessor shall convey to Lessee the use of the following property owned by the City of River Falls:

Township twenty-eight (28) North, Range nineteen (19) West, Town of Troy. The total tillable land in four parcels consists of approximately 90 acres.

The term of the lease shall be for two years from January 1, 2020, until December 31, 2021, at midnight on each date, subject to early termination clause below.

The Lessee is obliged to pay Lessor a total of $257 per acre for the 2020 and 2021 growing season for the rights conveyed under this lease.

Lessee shall pay to Lessor the full amount annually on or before January 31 until the expiration of this lease.

If Lessee fails to make a required payment within 30 days of the date or engages in any act or omission which constitutes waste or breach of Lessee’s responsibilities under this lease, the Lessor may terminate this lease upon ten (10) days’ notice. In the event of such a termination, Lessee shall bear any and all losses related to crops which have not ripened or which Lessee has not yet harvested as of the time of termination.

Lessee’s use of the description property shall be strictly limited to the raising of agriculture crops and no other or further use thereof without the express, written consent of the Lessor. No other or further use of the property shall be made without the express, written consent of the Lessor. During the course of using the property for crop-raising, the Lessee shall be allowed to apply fertilizers and weed killers but will provide the Lessor with the amount and types of fertilizers and weed killers applied to the property each year.

The Lessor shall be held harmless and forgiven by the Lessee of any and all damage to standing crops which may occur the term of this lease as a result of the acts of third parties.

Lessee understands and agrees that the Lessor shall have the option to terminate this lease prior to the end of the term expressed. To invoke this right, the Lessor shall provide notice in writing of its intention to terminate all or a portion of the property leased. In the event that the Lessee is so notified, Lessee understands and acknowledges that all crops standing on the leased property shall be harvested on or before December 31 of the year of such notice or they shall become property of the Lessor, without any expectation of compensation, therefore by the Lessee. The Lessor agrees to reimburse the Lessee for field preparation costs incurred on property that has been terminated from the lease.

Upon the expiration or termination of this lease, the Lessee shall return the property to the Lessor in substantially the same condition as that in which it was found at the commencement of this lease and all personal property shall be removed from the property prior to the expiration or termination date.

In witness of their agreement to the terms of this contract, the parties affix their signatures below:

For the City of River Falls: For the Lessee:

___________________________________ ____________________________________________
Dan Toland, Mayor Date Joe O’Malley Date

___________________________________
Amy White, City Clerk               Date

___________________________________
Diane Odeen, Comptroller    Date
MEMORANDUM

TO: Mayor Dan Toland and City Council

FROM: Nathan Croes, City Forester

DATE: January 14, 2020

TITLE: Municipal Tree Service Contract with SavATree

RECOMMENDED ACTION
Adopt the resolution approving a contract with SavATree for municipal tree services through December 31, 2022.

BACKGROUND
The City has contracted with St. Croix Tree Service since the 1970s for tree/stump removal and pruning services. In 2016, St. Croix Tree Service was purchased by SavATree; SavATree was awarded the 2016-2019 tree service contract as a result of a competitive request for proposals (RFP) process.

DISCUSSION
Staff is pleased with the quality of work, response time, and overall professionalism from SavATree. It is the recommendation of the staff to once again contract with SavATree for an additional three years. SavATree has expressed interest in contracting for an additional three years, with a proposed increase in rates. Staff has anticipated this moderate increase in contracted rates. The proposed contractual rates have been determined to be a good value by staff.

Tree removal increased $45 from $285 to $330 per tree. The rate is the same for both diseased and non-diseased trees of any size. The unit cost removal for stumps increased from $90 to $130 with cleanup of material included. Boulevard tree pruning now stands at $270 for a three-person crew with a wood chipper and $295 for a three-person crew with a grapple truck for larger material removal.

FINANCIAL CONSIDERATIONS
This is a services contract that does not require retainer or base funding. Compensation is due when services are performed. Departmental operating funds should be sufficient for both
anticipated, and unanticipated, tree work. Supplemental funding is not required in order to enter into this contract.

**CONCLUSION**

Staff recommends approval of the 2020-2022 tree services contract, as well as the adoption of the related resolution, which will permit the City Administrator to finalize, and execute, the service contract.
RESOLUTION

REGARDING APPROVING THE CONTRACT OF TREE SERVICES WITH SAVATREE

WHEREAS, SavATree has had the contract for the past three years; and

WHEREAS, SavATree has provided reliable service during the previous contract period; and

WHEREAS, SavATree has proposed service rates for the new contract period of January 1, 2020, through December 31, 2022; and

WHEREAS, Council reviewed the terms of this service contract at their regular meeting of January 14, 2020, 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 SavATree for the period of January 1, 2020, through December 31, 2022, 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 14th Day of January, 2020

________________________________________
Dan Toland, Mayor

ATTEST:

________________________________________
Amy White, City Clerk
2020-2022 TREE SERVICES CONTRACT FOR
THE PRUNING AND REMOVAL OF PUBLIC
TREES AND STUMPS WITHIN THE
CITY OF RIVER FALLS

1. Trees/Stumps/Tree Pruning and 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 contact 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 always 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 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, based on 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 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 always exercise proper precaution 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.


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, 2022, unless renewed by
mutual agreement of the parties at market adjusted rates.

FEE SCHEDULE

(January 1, 2020 – December 31, 2022)

CITY TREE AND STUMP REMOVAL INCLUDING CLEANUP AND DISPOSAL

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<th>Trees</th>
<th>Stumps</th>
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<td>$ 330 per tree</td>
<td>$ 130 per stump</td>
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BOULEVARD PRUNING INCLUDING CLEANUP AND DISPOSAL

$ 270 per hour for 3-person crew with bucket truck and chipper ($360 for 4-person crew)

$ 295 per hour for 3-person crew with bucket truck and grapple truck ($390 for 4-person crew)
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

(Signature)

(Name)

(Title)

Date

RECOMMENDED FOR APPROVAL

City Forester

FOR THE CITY OF RIVER FALLS

City Administrator

Date
MEMORANDUM

TO: Mayor Toland and City Council

FROM: Crystal Raleigh, City Engineer

DATE: January 14, 2020

TITLE: Resolution Approving State/Municipal Maintenance Agreement for Hoffman Place (Jug Handle Intersection)

RECOMMENDED ACTION
Adopt the attached resolution authorizing the City Administrator to sign the State/Municipal Maintenance Agreement (SMMA) for Hoffman Place on behalf of the City of River Falls.

BACKGROUND
In summer 2020, WisDOT project 7200-02-73 will construct a “jug handle” ramp from Highway 65/35 to Division Street on the west side of the highway. The project will include construction of a 1,200 linear foot roadway to be called “Hoffman Place”. The project also aligns Hanson Drive to “tee-in” to Hoffman Place. Upon completion, this agreement transfers jurisdiction of Hoffman Place to the City.

When a DOT project is to be turned over to a municipality, a State/Municipal Maintenance Agreement is required. This agreement lays out the standards to which the Municipality must maintain the newly constructed roadway.

DISCUSSION
WisDOT has provided a draft State/Municipal Maintenance Agreement for this project. The agreement lays out the following terms:

- Upon completion of construction, Hoffman Place would be the jurisdiction of the City.
- Upon completion of construction, the City must maintain Hoffman Place to State standards. If it fails to do so, the State may provide the necessary maintenance and can withhold General Transportation Aids or other moneys due and payable by the State to the municipality.
The State will maintain the existing triple 54-inch culverts under the highway, including the culvert extensions that will be constructed with this project. The City will be responsible for the maintenance of the twin 66-inch culverts that will be constructed under Hoffman Place, to replace those currently under Hanson Drive. The City will operate and maintain the street lighting system for Hoffman Place.

**FUNDING**

In December 2019, the City Council authorized the City Administrator to sign the State/Municipal Agreement for this project which lays out the breakdown of fiscal responsibility for the government entities involved in the project. There are no changes to that with this agreement. This agreement is necessary to transfer jurisdiction of the street to the City upon completion. The maintenance for the street and for street lighting on Hoffman Place will fall within current operating budgets.

**CONCLUSION**

Attached is the State/Municipal Maintenance Agreement for Hoffman Place. Staff recommends approval of the attached resolution authorizing the City Administrator to sign the State-Municipal Maintenance Agreement.
RESOLUTION NO.

RESOLUTION APPROVING STATE/MUNICIPAL MAINTENANCE AGREEMENT FOR HOFFMAN PLACE

WHEREAS, Hoffman Place also known as the “STH 35/65 Jughandle” will be constructed in 2020; and

WHEREAS, on December 10, 2019, the City approved the State/Municipal Agreement to participate with WisDOT in constructing Hoffman Place; and

WHEREAS, upon completion of the project, jurisdiction of Hoffman Place shall become that of the City; and

WHEREAS, the City shall provide roadway maintenance for Hoffman Place to State standards; and

WHEREAS, the State shall maintain the existing triple 54-inch culverts under the highway and their extensions that will be constructed with Hoffman Place and the City shall maintain the double 66-inch culverts under Hoffman Place; and

WHEREAS, the City shall operate and maintain the street lighting system for Hoffman Place; and

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Administrator to sign the State/Municipal Maintenance Agreement for Hoffman Place on behalf of the City of River Falls for jurisdiction of constructed Hoffman Place to be that of the City.

Dated this 14th day of January, 2020.

_________________________________
Dan Toland, Mayor

ATTEST:

_________________________________
Amy White, City Clerk
STATE/MUNICIPAL MAINTENANCE AGREEMENT

Date: September 18, 2019
ID: 7200-02-03/23/73
Road Name: C of River Falls, STH 35 and STH 65 (Hoffman Place)
Limits: Division St/CTH M (Jughandle)
County: St. Croix

The signatory, City of River Falls, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:
Insert one of the following condition statements:

Facility description upon completion of State project – As determined by project ID 7200-02-73

The proposed improvement will be a construction of a second 2-lane/2-way jughandle configuration in the NW quadrant. This will remove the existing left turns, reduce conflict points, and convert the STH 35/jughandle intersection to right-in/right-out only.

Upon completion of the project, the Municipality will be the owner and maintaining authority of this roadway. The roadway will be named Hoffman Place.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 7200-02-03/23/73. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signed for and in behalf of the City of River Falls (Please sign in blue ink)

<table>
<thead>
<tr>
<th>Name (print)</th>
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Signed for and in behalf of the State (Please sign in blue ink)

<table>
<thead>
<tr>
<th>Name</th>
<th>Title WisDOT Region Maintenance Chief</th>
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<td>Signature</td>
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TERMS AND CONDITIONS:
1. In order to guarantee the Municipality’s foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.

2. The State will maintain the existing triple 54-inch culverts including the culvert extensions installed under this project located at the Intersection of STH 35/65 and STH 35/65 and Division Street West Ramp (Hoffman Place) to provide a free flow condition throughout the life of the facility. The Municipality shall reserve the necessary right of way and grant the State access for maintenance or replacement of the culverts.

3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:

(a) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system including the lighting at the Intersection of STH 35/65 and STH 35/65 and Division Street West Ramp (Hoffman Place).

4. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.

5. Upon completion of construction project, 7200-02-73, the Municipality will assume all afore mentioned maintenance responsibilities.
TO: Mayor Toland and City Council
FROM: Brandy Howe, Senior Planner
DATE: January 14, 2020
TITLE: Rezoning and Future Land Use Map Amendment

RECOMMENDED ACTION
First reading of an ordinance to amend the official zoning map and future land use map for land lying south of W. Division Street, east of Clark Street, north of City Hall, and west of the Kinnikinnic River.

BACKGROUND
In October 2015, Council passed Resolution 5979 to purchase 110 W. Division Street, create trail access, and clean-up zoning to comply with the comprehensive plan. The Council memo that accompanied Resolution 5979 also called for the vacation of River Street between Cedar Street and W. Division Street. The right-of-way vacation and rezoning were not completed in 2015. In 2019, staff initiated the rezoning at the November 5 Plan Commission meeting. Staff will initiate the ROW vacation process will follow shortly after completion of the rezoning.

ANALYSIS
The rezoning area is shown in purple, above. The area covered by Resolution 5979 lies between W. Division and W. Cedar Streets. An additional area south of Cedar Street is included for zoning/future land use map clean-up.
Mayor and City Council Members  
January 14, 2020

In determining the appropriate zoning for each parcel, staff reviewed:

- Existing land use
- Future land use designation
- Setbacks of existing structures against various zoning districts

Staff found varying levels of conformity of the existing uses compared to existing zoning and the future land use map. Staff found that all of the existing structures are nonconforming per setback requirements. Based on the analysis, staff determined:

- B1 General Commercial is most consistent with the future land use designation of Main Street Commercial and is most consistent with the existing uses/structures.
- City-owned land adjacent to the Kinnickinnic River is most appropriately zoned and designated Conservancy.
- The southern portion of the City Station parcel was not rezoned in April 2019 when the rezoning of that area took place. The zoning and land use designation should be amended to multifamily to comply with existing use and to establish consistency with the comprehensive plan.
- The scrivener's error in the future land use map should be adjusted so that the undesignated areas (Moody property and city-owned land) are given future land
use categories that reflect the proposed zoning of those areas. The existing and proposed future land use designations are depicted below.

NOTIFICATION
A notice of the proposed rezoning was mailed on November 21, 2019, to property owners within 300 feet of the parcels proposed for rezoning. A rezoning sign was also placed on the site per Section 17.104.050 of the Municipal Code on November 22, 2019. A public hearing notice was published in the Star Observer on January 9 and 16.

CONCLUSION
On December 3, 2019, Plan Commission reviewed the proposed amendment and recommended Council approval.
ORDINANCE NO. 2020-01

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP AND FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF RIVER FALLS FOR LAND GENERALLY LOCATED BETWEEN W. DIVISION STREET, CLARK STREET, AND THE KINNICKINNIC RIVER

THE COMMON COUNCIL OF THE CITY OF RIVER FALLS HEREBY ORDAINS AS FOLLOWS:

Section 1. The Official Zoning Map of the City of River Falls is hereby amended by changing the zoning of land generally located between W. Division Street, Clark Street, and the Kinnickinic River as depicted in Exhibit 1.

Section 2: The Future Land Use Map of the Comprehensive Plan of the City of River Falls is hereby amended to change the land use designation said area as depicted in Exhibit 2.

Section 3: Procedural Requirements. Council hereby confirms that all procedural requirements for zoning map amendments of Section 17.104.050 of the Code of Ordinances of the City of River Falls has been complied with, and amendment to the Future Land Use Map shall be filed in accordance with §66.1001, Wis. Statutes.

Section 4: Effective Date. This ordinance shall take effect the day after passage and publication as provided by law.

FOR THE CITY OF RIVER FALLS

__________________________
Dan Toland, Mayor

ATTEST:

__________________________
Amy White, City Clerk
Adopted: _________________
Published: _________________
EXHIBIT 1
TO: Mayor Toland and City Council

FROM: Zach Regnier, Civil Engineer

DATE: January 14, 2020

TITLE: Ordinance 2020-02 Amending Section 10.12.030, Official Parking Control Map (No Parking 2:30 – 6 a.m. Zone E. Walnut St. fronting 202 N. Second St.) – First Reading

RECOMMENDED ACTION
Adopt Ordinance 2020-02 Amending the Official Parking Control Map. The requested action is as follows:
  • E. Walnut St. fronting 202 N. Second St. - No Parking 2:30 – 6 a.m.

BACKGROUND
On the north side of 202 N. Second St., on E. Walnut St., there is angled street parking. The angled parking is currently restricted as two-hour parking 8:30 a.m. – 5 p.m. Monday – Friday and a smaller section restricted as 15 minute parking – loading zone.

Ezekiel Lutheran Church has requested a change in parking restrictions in this area so that accumulated snow does not block the angled parking spaces.

DISCUSSION
Ezekiel Lutheran Church has many day time activities, and patrons can utilize the angled parking area. Cars parked overnight prevent removal of snow during winter maintenance. Accumulated snow reduces the available parking spaces during daytime hours. Adding no parking 2:30 – 6 a.m. to this section would allow the operations department to clear snow in the angled parking area.

Recommendation
Both the engineering and police departments recommend adoption of the ordinance that will result in adding no parking 2:30 – 6 a.m. on E. Walnut St. fronting 202 N. Second St.
FINANCIAL CONSIDERATIONS
The financial considerations for these parking restrictions are minimal. Additional signs will be added to existing posts.

CONCLUSION
Staff recommends City Council approval of the proposed ordinance.
ORDINANCE NO. 2020-02

AN ORDINANCE AMENDING SECTION 10.12.030,
OFFICIAL PARKING CONTROL MAPS
(No Parking 2:30 a.m. – 6 a.m. – E. Walnut Street)

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

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

E Walnut St
- No Parking 2:30 a.m. – 6 a.m.: Angled parking section fronting 202 N. Second St. Currently partially 2 hour parking 8:30 a.m. – 5 p.m. Monday – Friday and partially 15 minute parking loading zone.

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

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

Dated this 28th day of January 2020.

FOR THE CITY OF RIVER FALLS

ATTEST: ______________________________
Dan Toland, Mayor

Amy White, City Clerk
Adopted: ______________________________
Published: ______________________________
MEMORANDUM

TO: Mayor Toland and City Council

FROM: Zach Regnier, Civil Engineer

DATE: January 14, 2020

TITLE: Ordinance 2020-03 Amending Section 10.12.030, Official Parking Control Map (No Parking 7a.m. – 4 p.m. Monday - Friday, except Holidays and School Vacations 1415 Bartosh Lane – First Reading)

RECOMMENDED ACTION
Adopt Ordinance 2020-03 Amending the Official Parking Control Map. The requested action is as follows:

- **1415 Bartosh Lane:**
  - Create No Parking 7a.m. – 4 p.m. Monday - Friday, Except Holidays and School Vacations starting Rocky Branch Elementary back driveway and extending north approximately 150 feet. Remove existing No Parking zone located within this zone.
  - Change existing No Parking 8 a.m. – 4 p.m. Monday – Friday, Except Holidays and School Vacations zone, approximately 110 feet, south of Rocky Branch Elementary back driveway to No Parking 7a.m. – 4 p.m. Monday - Friday, Except Holidays and School Vacations.

BACKGROUND
Rocky Branch Elementary underwent renovations and additions in the fall of 2019. During this time, student drop off and pick up locations were adjusted to accommodate construction. Previously, parent drop off was in the back driveway on the north side of the building. To accommodate construction, the back driveway was closed, and a temporary no parking zone was created on Bartosh Lane north of the back driveway. Parent drop off was relocated to the temporary no parking zone, and the back driveway was closed during drop off. Bus drop off remained in front of the building.

Rocky Branch Elementary has requested to make a permanent no parking zone where the temporary no parking zone was located. The request is to improve student safety and increase utilization of play area.

To simplify parking restrictions in the area, an existing No Parking 8 a.m. – 4 p.m. Monday - Friday, Except Holidays and School Vacations zone and an existing No Parking zone are
proposed to be changed to No Parking 7 a.m. – 4 p.m. Monday - Friday, Except Holidays and
School Vacation.

DISCUSSION
The conditions prior to construction created two issues. First, students were near cars dropping
off students and turning around in the driveway cul de sac. Secondly, due to safety reasons,
students could not play on the north play area due to constant traffic flow.

Creating the permanent no parking zone along Bartosh Lane would allow Rocky Branch
Elementary to keep the back driveway closed during parent drop off. Parent drop off would be
located on Bartosh Lane and bus drop off would be in front of the school buildings. Students
would be able to exit the vehicles immediately adjacent to the Bartosh Lane sidewalk. Prior to
construction, during drop off and pick up times, the cul de sac was congested with constant two-
way traffic and students exiting and entering vehicles. By revising the drop-off area, the situation
would be safer for students, and allow students to play on the north play area. The proposed
parking restriction would allow residents to utilize street parking in the afternoons, overnight,
weekends, and when school is not in session.

Recommendation
Both the engineering and police departments recommend adoption of the ordinance that will
result in creating No Parking 7 a.m. – 4 p.m. Monday – Friday, Except Holidays and School
Vacations on Bartosh Lane extending approximately 115 feet north of existing No Parking Zone.
FINANCIAL CONSIDERATIONS
The financial considerations for these parking restrictions are minimal. A couple of additional signs and posts will need to be added, and a couple of existing signs will be replaced.

CONCLUSION
Staff recommends City Council approval of the proposed ordinance.
ORDINANCE NO. 2020-03

AN ORDINANCE AMENDING SECTION 10.12.030, OFFICIAL PARKING CONTROL MAPS
(No Parking 7 a.m.-4 p.m. Monday – Friday, Except Holidays and School Vacations – 1415 Bartosh Lane)

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

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

1415 Bartosh Lane:
- No Parking 7 a.m.-4 p.m. Monday – Friday, Except Holidays and School Vacations: From existing No Parking zone and extending north approximately 115 ft.; adjacent to 1352, 1350, and 1332 Bartosh Lane.

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

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

Dated this 28th day of January 2020.

FOR THE CITY OF RIVER FALLS

ATTEST: Dan Toland, Mayor

Amy White, City Clerk
Adopted: 
Published: 
Administrator’s Report

January 9, 4-6 p.m. – Big Fun Lab Adult Preview Night at Library
January 20, 7-9:15 a.m. – River Falls Community Dr. Martin Luther King Jr. Holiday Breakfast and Youth Community Service Award, St. Bridget Catholic Church

January 14, 6:30 p.m. – City Council Meeting
January 28, 5 p.m. – City Council Workshop - EMS
January 28, 6:30 p.m. – City Council Meeting
January 30, 5-9 p.m. Chamber Annual Awards and Banquet

Tuesday’s Council Meeting Preview:

- Resolution Approving Lease Between the City of River Falls and UW-River Falls (Mann Valley Property)
- Resolution Approving Leases Between the City of River Falls and Joe O’Malley and City of River Falls and Gary Moelter (Mann Valley Land)
- Resolution Approving Tree Services Contract with SavATree
- Resolution Approving State Municipal Maintenance Agreement – Jug Handle
- Ordinance 2020-01 - Amending the Official Zoning Map and Future Land Use Map of the Comprehensive Plan of the City of River Falls for Land Generally Located Between W. Division Street, Clark Street and the Kinnickinnic River – First Reading
- Ordinance 2020-02 – Amending Section 10.12.030, Official Parking Control Maps – East Walnut Street - No Parking 2:30-6 a.m. – First Reading
- Ordinance 2020-03 – Amending Section 10.12.030, Official Parking Control Maps – 1415 Bartosh Lane - No Parking 7 a.m. – 4 p.m., Monday-Friday, Except Holidays and School Vacations – First Reading

Upcoming Events

January 9, 4-6 p.m. – Big Fun Lab Adult Preview Night at Library
Help us thank the River Falls Community Foundation for its support and celebrate the opening of the Big Fun Lab with grown-up play, snacks, and conversation. No children play (kids will get their turn on January 13.)
January 20, 7-9:15 a.m. – River Falls Community Dr. Martin Luther King Jr. Holiday Breakfast and Youth Community Service Award, St. Bridget Catholic Church
The River Falls Lions Club will provide a hot breakfast. There is a $5 per person donation requested.

Program Components:
- Youth music, youth poetry and essays, youth art and youth community service award
- PBS Channel 2 live broadcast of keynote speaker Eric Holder

The River Falls Community Dr. MLK Jr. Holiday Breakfast planning team is looking for outstanding youth who embody the spirit of Dr. King’s commitment to community service. Accordingly, we are bestowing a 2020 MLK youth community service award to honor one or more young people for their outstanding service to the River Falls community. This year the theme of our event is: “RISE UP Standing Together for Positive Change.”

If you wish to nominate a youth who demonstrates leadership and active community service, or to learn more about this event, visit https://www.saintbridgets.org/church/MLK.cfm

From the City Clerk’s Office

2020 Spring Election Local Candidates

Mayor
Dan Toland (incumbent)
Aaron Taylor

Alderman at Large (2 seats)
Scott Morrissette (incumbent)
Open Seat

Alderman District #4
Todd Bjerstedt (incumbent)
Nathan Stauner

2020 will be a busy year for elections - there will be five!

February 18  Spring Primary and Special Primary for St. Croix County residents
April 7  Spring Election and Presidential Preference Primary
May 12  Special Election for St. Croix County residents
August 11  Partisan Primary
November 3  General and Presidential Election
Vote early at City Hall and avoid Election Day lines. Follow these steps to make early voting quick and stress-free:

- Make sure you’re registered to vote or pre-register to vote online at myvote.wi.gov
- Review a sample ballot to prepare for voting at myvote.wi.gov
- Bring photo identification to City Hall when you vote. Acceptable forms of ID can be found here: www.rfcity.org/elections.

Early voting occurs two weeks prior to each election at City Hall 222 Lewis Street. Voting updates will be posted on the City’s Facebook page or website.

Looking for a way to get involved with the election process? Be a poll worker! Find an application www.rfcity.org/elections or contact the City Clerk’s office at 715-425-1693.

From the Library

Grants Received
River Falls Public Library is honored to have been awarded the 2019 $10,000 Big Idea Grant by the River Falls Community Foundation. Grant funding will support the Big Fun Lab, a pop-up play space located in the library’s lower level gallery. The Big Fun Lab will be free and open on an annual basis during the winter months for babies through pre-teens and their caregivers.

The Library also received a $328 grant from the AnnMarie Foundation for the purchase of an assortment of games. The AnnMarie Foundation is an independent philanthropic organization committed to enhancing the quality of life in the Wisconsin communities it serves. The foundation provides monetary awards to schools and non-profit organizations to promote educational, humanitarian, cultural, and recreational activities. The foundation also provides scholarships to high school graduates.

RFID Tagging
On January 28, library staff will be trained on RFID tagging. Library Director Misselt will be meeting with Michael Nitz, a materials management supervisor from the Appleton Public Library, to learn about his experience with mass RFID tagging and implementation of AMH. Nitz will advise staff on how to make the tagging process go as smoothly as possible when moving through the various collections. The process is complicated by the simple fact that items are being checked in and out of collections every day. Keeping track of it all is a bit more of a logistical challenge than one might think. Staff hopes to have the tagging project in full speed by mid-February.
From the Police Department

School Resource Officer Chris Gottfredsen provided presentations to 8th grade health classes on underage drinking and character education.

School Resource Officer Bryan Jensen introduced Distractive Driving Pledge to the Renaissance School.

Cody Tomlinson was sworn in as a patrol officer on December 19 following his December 18 graduation from the CVTC Law Enforcement Academy.

From the Fire Department

- Adam Meier was appointed to the Engineer position for the Special Operations unit. He fills a vacancy left by Ky Kaminski, who resigned after moving.
- Neil Engel has been appointed to temporarily fill the Engineer position for the Tender units.
- Chief Nelson attended Police and Fire Commission Training with members of the P & F.
- Chief Nelson and Division Chief Mike Moody presented to Leadership River Falls group.
- Firefighters training for the month included several walk-throughs of different commercial properties and winter rescue and use of the rapid deployment craft.
- In December 2019, the Fire Department responded to a total of 26 calls for service, which compares to 18 calls for the same period in 2018. Year to date call volume: 2019 = 334; 2018 = 278

From the Community Development Department

Planning and Zoning

- Current Planning
  - Predevelopment meetings – 641 S. Main Street multifamily conceptual review
  - Development review
    - River Falls Police Department addition
    - Wildcat Terrace apartments - SIP
    - 1300 S. Main Street - SIP
  - Variances - 1209 Emily Circle deck
  - Subdivisions – predevelopment meetings for two more phases in Sterling Ponds
  - CSMs - None
  - Site inspections /Certificates of Completion Issued - None
  - Handle customer inquiries and code enforcement items
• Zoning ordinances/map amendments
  o Continue work on Shoreland and Shoreland-Wetland Zoning Ordinance
  o Prepared area rezoning for January Council

• Plan Commission prep – January 7, 2020
  o 1300 S. Main Street SIP
  o Peregrine Terrace (formerly Wildcat Terrace) SIP
  o 1110 W. Maple Street annexation
  o Campus Corridor Concept Report
  o 641 S. Main Street multifamily conceptual review

• HPC projects and meeting prep – January 8, 2020
  o 2020 HPC work plan finalization/approval
  o Finalize text descriptions for Glen Park pavilion photo boards

• BID Board meeting prep – January canceled unless there are grant requests

• Projects
  o Power Plant Project – staff continues to complete research/report drafting and will meet with the City Administrator in January to discuss the next steps.
  o Sterling Ponds Park Plan – draft presented to Park and Recreation Advisory Board on 11/20/19. Feedback will be incorporated prior to review/approval by Park and Recreation Advisory Board and City Council.
  o Campus Corridor Concept - Ayres Associates was hired to prepare concepts for underutilized sites along E. and W. Cascade Ave., S. Main St., and S. Wasson Ln. Concepts were presented to Plan Commission on 10/1/19. The concepts will be used to market concepts to developers for campus-oriented redevelopment in existing neighborhoods. Staff compiled the concepts into a short report that will be presented to Plan Commission in January.
  o Online Development Map - staff has produced an interactive map highlighting active building sites, images associated with developments under review or construction, and short narratives describing each project. The map can be viewed at this link.
  o Kinnickinnic Cooperative Plan – staff met with Township representatives and a separate meeting with County staff to determine workflow for requests and intergovernmental communication. A draft Memorandum of Understanding was provided to St. Croix County in anticipation of a meeting with the County. The City has received the county’s response and is continuing work to implement the plan. Staff will continue to work with property owners as questions and requests arise.
  o Downtown Alley Upgrades - The deadline for property owners to respond was July 31, with over 55% of property owners in the 200 block of N. Main Street expressing interest in the project. On Oct. 10, 2019, property owners in this block had the opportunity to meet with staff and further discuss project details. The October meeting with property
owners went well, staff will now gather more information based on questions and feedback and will circle back with property owners this winter.

- **Grants**
  - Multimodal Local Supplement (MLS) Grant - staff prepared and submitted a WisDOT grant request for a bicycle and pedestrian trestle bridge across the historic railroad pilings across the Kinnickinnic River just north of Lake George and is waiting for an announcement regarding the grant’s award status. This program pays up to a one-time 90% cost-share for new projects with a maximum grant amount of $3,500,000. The project fulfills multiple subcategories under the bicycle-pedestrian improvement category, including new bicycle-pedestrian facilities, railroad corridor conversion, and historic preservation.
  - Community Development Block Grant - staff is preparing an application a Community Development Block Grant Planning Grant (CDBG-PLNG). The deadline is ongoing and provides up to a 2:1 match with a maximum award amount of $50,000. If awarded, funding will be used to plan Main Street reconstruction from Division to Walnut Streets. The main street plan is anticipated to begin in 2020, and staff expects that a public hearing and public participation plan adoption will be required prior to grant application submittal.

**Building and Inspections**

**Permitting**
- 17 building permits issued for December 2019 (compared to 11 in 2018)
- 3 new home permits issued in December, for a yearly total of 76 (Yearly total in 2018 was 50)
- 2 fence permits issued.
- 2 sign permits issued.

**Inspections**
- River Falls Hospital, 1629 E. Division Street – Final inspection and occupancy for the pharmacy addition
- Montessori School, 421 W. Maple Street - Plumbing inspections and above ceiling mechanical inspection
- Kinnic Falls ADA, 900 Orange Street – Final inspection on one unit, in remodeling project
- Westside Elementary, 1007 W. Pine Street – Final inspection and occupancy for the south addition and rough-in inspection on the west addition
- Birchcrest Apartments, 596 Birchcrest Drive – Final inspection and occupancy on 12-unit apartment building

**Economic Development**

**Projects**
- Economic Development Marketing Plan - create a comprehensive, integrated Marketing Plan for Economic Development is included in the Administration’s 2017 – 2019 Work Plan. Ady Advantage was selected to develop the Plan. Ady Advantage has finished
the final draft of the Marketing Plan and is working on a Regional Profile for the City. Both will be presented this winter.

- Mann Valley Preliminary Design – Staff prepared a Request for Proposals (RFP) for preliminary engineering services for Mann Valley. The RFP was released on October 1 and four proposals were submitted. Staff recommended hiring SEH to complete the preliminary engineering services for Mann Valley to the City Council on November 26. This project will be completed by August 2020.
- Staff met with 360 Real Estate on development options in the City.
- Staff met with the City of Northfield, MN and provided a tour of the City.
- Staff prepared St. Croix Business of the Year applications for WinField United, Best Maid Cookie Company, and TurnKey Corrections.
- Staff held a BRE meeting with Rise Baking.
- On December 13, 2019, staff attended the Community Venture Network event in St. Paul.
- Certified/Gold Shovel Ready Sites - staff is working to gather the information needed to submit the application for the Mann Valley Corporate Park as a Certified Site through the Wisconsin Economic Development Corporation. Applications are accepted once per year. Staff is preparing to submit the application in 2021.
- Staff is gathering information to submit developable sites in both the Sterling Ponds Corporate Park and Whitetail Ridge Corporate Park for the Gold Shovel Ready sites certificate program through Momentum West. The application for the Sterling Ponds Corporate Park will be submitted first in early 2020.
- Two Developers Agreements were signed in December 2019. The first was with TW Equities, LLC for Lot J in the Sterling Ponds Corporate Park. The second agreement is with The Povolny Group, Inc. for Lots D & E in the Sterling Ponds Corporate Park.

Parks and Recreation

December Events
- Boys 1st and 2nd grade basketball finished December 14 at Rocky Branch with 56 participants.
- Girls 1st through 3rd grade basketball finished December 14 at Meyer Middle School with 57 participants.
- Mini NBA Boys basketball started at Meyer Middle School on Saturday mornings.
- Youth Volleyball started with 11 teams in ages 12-17, approximately 110 participants.
- Sledding has started and mostly stopped at Hoffman and Larsen Park with the snow fall and then snow melt.
- After a year, the RF Dog Park continues to be frequently used a by dogs and their owners!

From Operations

Facilities – Monitor HVAC systems, assist with meeting setup, overhead door maintenance, sidewalk maintenance/snow removal and miscellaneous lighting maintenance at all facilities. At
Library, coordinate and assist with relocation of the network rack to facilitate installation of future material handling system; coordinate replacement of remaining pneumatic control valves with direct digital control valves on lower level HVAC equipment. At various well houses and lift stations- miscellaneous electrical, ventilation and pump repairs. Assist with connection of temperature monitoring equipment in electric sub-station. At the pavilion, monitor status of punch list items, finalize Facility Operations and Maintenance manual for submittal to Wisconsin Emergency Management for FEMA review.

**Public Works: Streets** – Public works staff worked intermittently performing snow removal and residential sidewalk clearing inspections. A particularly tricky weather event was the ice on Saturday, December 28. Fortunately, things were quiet over the holidays otherwise generally speaking. Staff have assisted with the west side tree removal and anticipate additional tree trimming this next month when not addressing snow issues, generally on the east side of town.

**Public Works: Parks/Forestry** – Staff began removing approximately 110 smaller Ash trees in the Quail Ridge Development in anticipation of Emerald Ash Borer’s spread across the city. Stumps will be ground in summer of 2020 and replacement trees will be tentatively scheduled for installation in fall of 2020. The City’s tree service contractor, Savatree, was brought in to the City in December to hazard prune select areas of the east side of the city. Staff redesigned and reconstructed an old wood chipper box on a single axle dump truck to double its capacity and improve debris on the roadway when chipping brush.

**Public Works: Fleet - Continuing** work on 2020 equipment acquisitions. Some general repairs being made to winter equipment. Staff continue to fine-tune the GPS installation on the snow equipment.

**Glen Park Renovation Project** – Some final punch list items are being finalized on Phase 1. Reservations are being taken as of January 2. Phase 2 site related items are anticipated to finish in Spring 2020.

**Glen Park Pool** – The pool liner has been removed. Concrete repairs and new liner installation will be completed in the spring.

**North Interceptor Sewer** – Ferrell Gas land acquisition continues.

**STH 35/CTH M Jug Handle** – Project is still planned for construction in 2020, likely late summer,fall. The City has acquired the Pechacek and Dunn properties and demolition as well as public surplus options are being explored. Revised State Municipal Agreement has been provided. SMA was approved. SMMA (State Municipal Maintenance Agreement) goes to Council on January 14. PSE for project is February 1. (This means its finished and goes to the state for final review and bidding.)

**Transportation** – Preparing a proposal for a traffic safety change at the intersection of N. Main and Union Streets.
Pond/Outfall Inspections - Approximately 75 public and private ponds, and 32 outfalls were inspected in October. Follow up maintenance with owners will happen this fall and winter.

Sign Inspections - Replacement of failed signs will happen in 2020.

Mann Valley – SEH has begun work with preliminary wetland investigations. There were no surprises and preliminary design is moving ahead on schedule.

STH 29/35 CTH FF Intersection – Project is planned for construction in 2021. The project will be constructed with left turn lanes and the skew will be corrected. Public meeting will be scheduled for Spring 2020.

Troy Street – Pomeroy Street Watermain – Surveying has started, and staff have a phone meeting with SEH this week. SEH is updating the water system modeling and evaluating costs associated with three different alignment options for installing the new water main in North Main Street. Topographic survey work is anticipated during the week of January 13. Engineering design will wrap up in late February with bidding following in mid-March. Construction is anticipated to be completed in early July.

Cemetery Road from STH 65 to South Main St - WisDOT hopes to complete this project in 2021 in conjunction with the STH29/35 project noted above. Public meeting will be scheduled for spring 2020.

Other WisDOT – Crystal and Jason prepared an application for STP-Urban funds for a reconstruct of Wasson Lane. We hope to know more in December/January. Sam worked out an application for MLS funding for a pedestrian bridge on the old railroad trestle.

Active Construction Sites for Utility and Erosion Control Inspections - Birchcrest Campusview Apartments, Sterling Ponds 1st Addition, Aberdeen Apartments, UW Substation, Food Pantry, RFSD projects, Glen Park, and Highview Meadows 5th Addition and Depot.

Active Development Review – Wildcat Terrace Apartments, 1300 S. Main (RF Motel), Preliminary Plat for Sterling Ponds Cottages.

Stormwater Damages – Kilkarney pond construction was completed and contractor will follow up on seeding issues this spring. Staff hope to continue some work as weather allows on the two lowest sections of the Golf View channel with hopes for a larger project in 2020 or beyond.

Streetlight Fee – Staff is working on revising a fee structure to collect a utility fee for the operation of street lights. An Implementation Plan will likely be to council in May or June.

Sterling Ponds Corporate Trees/Streetlights – Project funding is anticipated for 2021.
**River Falls Baseball** – Staff is looking at sizing parking on the north side of the field and prepping the surface in anticipation of the south parking lot being taken away by the jug handle project. Given the weather, this project is anticipated for Spring 2020.

**Projects/Presentations** – Rain to Rivers is putting together a stormwater pond maintenance training and staff are assisting with the planning. It’ll be April 2, in Menomonie at the Stout Ale House/Off Broadway Conference Center. Crystal will present to AAUW at their Women in STEM meeting in January.

**2019 MS4 Report** – Several updates will be required for TMDL modeling. Assumptions have changed and the modeling will be revised over January and February with a plan to meet the TMDL (if necessary) being laid out by March.

**Staffing** – Engineering staff transitions are being anticipated with the Community Development Director role rolling out soon. Crystal will report to the new Community Development Director and has already assumed day to day supervision for Zach and Tamarra. Jason will also report to the new Community Development Director.

**From the Utility**

**Updates from the Electric Department**
- Continued installation of AMI meters and performed required outbound testing of old meters
- Serviced tree trimming around service wires and street light repairs
- Continued working on the old Power Plant Substation Transformer pad removal from the substation site
- Worked on 2019 electric inventory count
- Project updates on the Depot /City Station and UWRF:
  - Depot /City Station: completed the overhead to underground and the City fiber on the poles are remaining to be worked on; once completed the poles can be removed
  - UWRF: conduit and some of the wire were pulled into the directional bored conduit
- Working on pole replacements from PSC required inspections:
  - 30 poles need to be replaced and majority of the poles will be in an assemble area to do the replacement

**Updates from the Electric Department**
- Renewed Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) lab certification
- Continued to demo old RAS pumps and piping on the basement of screening building
- Performed quarterly mercury and TKN sampling
- Performed soil borings for Woodridge lift removal
Updates from the Water/Sewer Department
- All monthly water samples taken and proven safe
- Two service line repairs due to old galvanized pipes on customer side:
  - 523 West Walnut Street replaced old galvanized line and lead gooseneck
  - 104 South Eighth Street was copper service on the utilities side, so no replacement was required
- Broken hydrant repaired at Cascade Avenue and Birchcrest Lane
- Started installations of the AMI water system meters

Updates from Conservation and Efficiency
Customer participation in the Green Block program growing; River Falls continues to climb the rankings. We’ve been #1 in the state for the past few years, but we have gone from #5 to #3 in the nation in customer participation.

Solar Power - In 2019, 12 customers put solar power on their roofs. Developed improved solar workflow diagram for customers and staff. Reduced antiquated 2-meter system to a single meter on solar installations for Whole Earth Grocery and United Church of Christ.

Partnered with Assistance Resource Center and Salvation Army to further assist River Falls residents in need:
- $186,533 in incentives from Focus on Energy was returned to River Falls customers
- RFMU paid approximately $53,000 to participate in the Focus on Energy program
- POWERful Choices! met the goal of receiving $2 back from Focus on Energy for every $1 invested

The City’s 100% Renewable Energy Programs for City buildings was featured in the January 4 issue of the Pioneer Press. In case you missed it, here it is:

River Falls hits green milestone, switching to 100 percent renewable energy for city buildings

Dan and Aleisha Miller of River Falls — with daughters, Samantha and Niki — join a crowd celebrating the Renewable River Falls campaign on Nov. 29, 2019. The annual River Dazzle festival included a “Flip the Switch” event to publicize the switch to renewable energy in all city buildings on Jan. 1. (Courtesy of Josie Hayes)

By BOB SHAW | bshaw@pioneerpress.com | Pioneer Press January 4, 2020 at 5:49 am
MOST POPULAR
When Mike Noreen flips a light switch, he turns on more than just electricity. A little jolt of pride comes through, too.

He helped make River Falls one of the greenest cities in Wisconsin, which on Jan. 1 switched to 100 percent renewable energy for all city buildings.

In fact, by some measures River Falls is one of the most environmentally-friendly cities in the country.

“It’s pretty exciting stuff,” Noreen said. His job title shows how seriously the college town of 15,000 takes its environmental responsibilities: “Conservation and Efficiency Coordinator.”

The switch-over on New Year’s Day was the climax of years of efforts to slash the city’s use of fossil fuels.

River Falls built Wisconsin’s first city-owned solar garden. Located on the Kinnickinnic River, it uses hydroelectric power, which is rare in Midwestern cities. And it has the third-highest rate of participation in renewable-energy programs in the nation. It is able to take advantage of owning its own power system, which most Minnesota cities do not do.

“It’s run by the locals,” Noreen said. “We do it for the good of the community, not just shareholders or the CEO.”

About 10 years ago, the city started adopting simple conservation measures such as shutting off idling motors and turning off unused lights.

It then ramped up the efforts by replacing most lights with LEDs or fluorescents. The city installed occupancy sensors in rooms of every city building, to turn off the lights.

“They said, ‘OK, it’s time to show the community you can go to renewable energy and not break the bank,’” Noreen said.

Officials began to pressure their primary electricity supplier, Wisconsin Public Power Inc., to offer more electricity from wind turbines, solar panels and biomass gases captured from landfills. The city started a payment program that allows customers to pay $3 more per month for renewable electricity.

It was a hit.

According to a December 2018 report by the U.S. Department of Energy, River Falls has the third-highest rate of participation in green-pricing programs, behind Portland, Ore., and Alameda, Calif.

The city promoted green-energy habits with every chance it got.
In 2015, it was the first city in the state to build a solar garden owned by a municipal utility. The 1-acre facility produces 254 kilowatts, enough for about 35 houses.

In 2016, Habitat for Humanity opened Eco-Village, a cluster of 18 solar-powered homes that produces more electricity than it consumes. The same year, the American Public Power Association picked River Falls for its Award of Continued Excellence, out of 2,000 cities and towns.

Today, said Noreen, much of the city seems to be in tune with environmental goals. In the year that ended last Tuesday, River Falls doubled the number of residential rooftop solar installations, for a total of 23.

The city’s public events are green-themed. The River Dazzle Parade in November featured green trolleys and bridges decorated with green lights. People ate green cookies and pushed a ceremonial 3-foot light switch to commemorate the city’s transition to renewable energy.

The city’s monthly community meetings, said Noreen, usually focus on environmental topics. They draw about 40 people. After the meeting, said Noreen, people talk excitedly about the green initiatives taken by themselves, their churches or their civic groups.

“We need conservation champions,” said Noreen, “and in River Falls we have tons of champions.”

**Administrator’s Coming and Goings**

- Architectural Review Meeting • Staff 1:1s • Compass Group • Meetings with business owners • Major Development Meeting • RFEDC Meeting
MEMORANDUM

TO: City Council
FROM: Dan Toland, Mayor
DATE: January 14, 2020
TITLE: Mayor’s Appointments to Boards and Commissions

RECOMMENDED ACTION
Consideration of appointments:

HISTORIC PRESERVATION COMMISSION
Reappointment of Heidi Heinze through January 2023
Greetings Mayor Dan, and Happy 2020.

I am writing because my term with the River Falls historic preservation commission has recently expired. Please consider recommending me for city council reappointment as HPC chairperson for another four years. It has been an honor to serve with my fellow commissioners. We have a talented and productive group of people working together to protect, enhance, and preserve elements of our city's cultural and architectural heritage. With the help of great city staff, and cooperation with other community members and organizations, the historic preservation commission can continue safeguarding and celebrating River Falls history. I hope to be a part of it!

Thank you for your consideration,
Heidi Heinze
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Sent from myMail app for Android