COMMON COUNCIL AGENDA
February 11, 2020

Call Meeting to Order - 6:30 p.m.
Pledge of Allegiance
Roll Call
Approval of Minutes - January 28, 2020, Workshop and Regular Minutes
   January 28, 2020, Regular Meeting Minutes
   2020-01-28 City Council Minutes.docx
   January 28, 2020, EMS Workshop Minutes
   2020-01-28 EMS Workshop Minutes.docx
Approval of Bills (Morrissette)
*** NOTE: OFFICIAL ACTION MAY BE TAKEN ON ANY AGENDA ITEM ***

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:
   1. Public Comment
   2. State of the City Presentation

PUBLIC HEARING:
   3. 6:31 p.m.
      Ordinance 2020-04 – Annexing and Rezoning of 1110 W. Maple Street – Second Reading and Disposition
      Memo 1110 W Maple Annexation.docx
      Ordinance 1110 W Maple Annexation.docx
      1. Annexation Petition.pdf
   4. 6:32 p.m.
      Ordinance 2020-05 – Amending the Official Traffic Control Map (No Left Turn from Union Street onto N. Main Street) – Second Reading and Disposition
      Memo Ordinance 2020-05 Union at Main no left turn.docx
      Ordinance 2020-05 Union at Main no left turn.docx

CONSENT AGENDA:
   5. Resolution Designating May 9, 2020, as “International Migratory Bird Day”
      Memo - IMDB (Bird Day).docx
      Resolution-2020 Proclamation for Bird Day.docx

ORDINANCES AND RESOLUTIONS:
   6. Resolution Introducing the Vacation of a Portion of River Street Right-of-Way
      Memo River Street ROW Vacation.docx
Resolution ROW Vacation.docx
7. Resolution Authorizing the Transition of the Emergency Medical Services to the Allina Health System

MEMO-EMS Transition Memo(2).JS.02112020.docx
RESOLUTION- Resolution EMS Services Transition.JS.02112020.docx
CONTRACT-Initial Draft.EMS Services Contract.02112020.docx

REPORTS:
8. Administrator’s Report

2020-02-11 Administrator's Report1.docx
2020 360 Review Process Memo.docx
6335-Resolution Approving City Administrator 360 Performance Review Process.pdf

ADJOURNMENT
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; Police Chief Gordon Young; Assistant City Administrator Jason Stroud; Operations Director Mike Stifter; City Engineer Crystal Raleigh; Community Development Director Amy Peterson; Finance Director Sarah Karlsson; Utility Director Kevin Westhuis

Others Present: others present

The Pledge of Allegiance was said.

APPROVAL OF MINUTES:
January 14, 2020, Regular Session Meeting Minutes
MSC Morrissette/Odeen approve minutes. Unanimous.

APPROVAL OF BILLS:
Bills $5,433,077.12
MSC Gagne/Downing move to approve bills subject to the comptroller. Unanimous.

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:
There were no public comments.

Strategic Plan Report
Assistant to the City Administrator Brandt Johnson provided a report on the third and fourth quarters of 2019. Johnson reviewed the City’s strategic plan goals of connected community, economic vitality, financial sustainability, and quality municipal services. Johnson provided a chart showing the targets along with the outcome. He talked about each of the targets and status/outcome of each. Johnson welcomed feedback from the Council and stood for questions but there was none. The Mayor appreciated the report. His next report will be in July.

PUBLIC HEARING:
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 – Second Reading and Disposition
At 6:39 p.m., Mayor Toland recessed into a Public Hearing for comments. There were none. At 6:39 p.m., the Mayor moved into Open Session. MSC Morrissette/Odeen move to approve the ordinance. Unanimous.
Ordinance 2020-02 – Amending Section 10.12.030, Official Parking Control Maps – East Walnut Street - No Parking 2:30-6 a.m. – Second Reading and Disposition
At 6:40 p.m., Mayor Toland recessed into a Public Hearing for comments. There were none. At 6:40 p.m., the Mayor moved into Open Session. MSC Downing/Odeen move to approve the ordinance. Unanimous.

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 – Second Reading and Disposition
At 6:41 p.m., Mayor Toland recessed into a Public Hearing for comments. There were none. At 6:41 p.m., the Mayor moved into Open Session. MSC Gagne/Page move to approve the ordinance. Unanimous.

CONSENT AGENDA:
Acknowledgement of the following minutes: River Falls Housing Authority – 12/12/19→→pulled by Gagne; West Central Wisconsin Biosolids Facility Commission – 9/19/19; 10/17/19; 11/7/19; POWERful Choices – 10/3/19; 11/14/19; 12/12/19; EMS Advisory Board – 10/28/19; Historic Preservation Commission – 12/11/19; Plan Commission – 12/3/19; River Falls Library Board – 12/2/19
Resolution Approving 2020-2022 Contract with Zeilie’s Tree Service→→pulled by Downing
MSC Morrissette/Page move to approve the remainder of the Consent Agenda. Unanimous.

River Falls Housing Authority Minutes from 12/12/19
Alderperson Gagne thanked the Housing Authority and Police Department for proactive work on some of the housing areas with which there have been issues. Gagne began to talk about living on Kennedy Street near one of the buildings. The Mayor asked if the comments had to do with the minutes. Gagne said no, it is not reflected in the December minutes. The Mayor asked Gagne to delay his comments so Council could move ahead and approve the minutes. MSC Gagne/Downing move to approve the Housing Authority minutes from December 2019. Unanimous.

Resolution No. 6439 Approving 2020-2022 Contract with Zeilie’s Tree Service
Alderperson Downing noted this company was from Bruce, Wisconsin, and asked if there was a lack of technical workers able to do this job near River Falls. Utility Director Westhuis said there was discussion at the Utility Board meeting and said it was a specialized service due to the electrical component. Westhuis provided more details. Downing asked if there was a lack of competitive bids in this area. Westhuis said yes. MSC Downing/Page move to approve resolution. Alderperson Morrissette said there was a lot of discussion about this item at the Utility Advisory Board meeting. He reinforced that there was no one else who can provide the service.

The Mayor invited Alderperson Gagne to finish his remarks. Gagne talked about an incident that occurred on December 28 involving gunshots. He talked about the Housing Authority needing to provide a safe environment for tenants and the surrounding community. He provided further commentary. Upon conclusion, the Mayor noted he didn’t ask for a vote on the resolution regarding the contract with Zeilie’s Tree Service.

The Mayor asked for a vote on the resolution. All voted in favor of the resolution.

ORDINANCES AND RESOLUTIONS:
Ordinance 2020-04 – Annexing and Rezoning of 1110 W. Maple Street – First Reading
There were no questions.

Ordinance 2020-05 – Amending the Official Traffic Control Map (No Left Turn from Union Street onto N. Main Street) – First Reading
Alderperson Page asked if a divider would be installed or if it would just be signage. Operations Director Stifter said it would just be signage.
Alderperson Gagne asked for clarification on the location and if traffic would be able to turn left by the library. Stifter said the divider on North Main stays. Traffic would be able to make a left from North Main Street onto Union Street. There is a conflict on taking a left from Union onto North Main. He talked about the island sticking out too far and causing traffic to potentially hit there. It puts the traffic light in peril. Staff is trying to avoid the traffic light being damaged again.

Alderperson Bjerstedt asked where people would turn around. Stifter said probably at the Main and Division intersection.

Resolution No. 6440 Approving Specific Implementation Plan for 1300 S. Main Street
MS Gagne/Morrissette move to approve resolution. Gagne noted that this was in his district. He feels this is a great project and much needed improvement to the community. He talked about needing a sidewalk from South Main up to Sycamore. Gagne also asked that the Police Department look into a speed reduction implementation plan that controls changes to 1300 Main prior to groundbreaking. He feels there is a lot of traffic in the area and also a lot of distractions. Gagne asked for the change in speed to be made from Cemetery to Foster. The Mayor asked for a vote on the motion. The motion passed unanimously with all voting in favor of the resolution.

Resolution No. 6441 Approving Specific Implementation Plan for Peregrine Terrace
MS Watson/Bjerstedt move to approve resolution. Morrissette had a conflict of interest due to his employer so he would be abstaining from the vote. With no other comments, the Mayor asked for a vote. All voted in favor of the motion except for Morrissette who abstained.

Resolution No. 6442 Accepting the Campus Corridor Concept
MS Downing/Page move to approve resolution. Alderperson Watson noted this was a plan and not an official City planning document. He believes that there are a lot of good ideas in the plan but not everyone on the Plan Commission agreed on it. Plan Commission members had an opportunity to comment on the plan, but members were not part of the committee that drafted the plan. Watson felt it provided a set of concepts we could provide to developers. With no other comments, the Mayor asked for a vote. All voted unanimously in favor of the motion.

REPORTS:
Administrator’s Report
City Administrator Simpson provided information and updates. Gagne asked Simpson to talk about tobacco law changes restricting it to age 21 and up and how it effects the City. Simpson explained it minimally effects the City. He provided more information.

Gagne asked about adopting an ordinance to do age checks. Simpson said we want to avoid a web of confusing laws; and hopefully, the state will determine what they want to do, and we will enforce it. City Attorney Gustafson would need to check if the City could pass an ordinance that enforces stricter laws than the state.

Morrissette noted that the memo in the packet said, “Until state law changes, Wisconsin law enforcement (which includes the River Falls Police Department) can only continue to issue citations to retailers who sell tobacco products to anyone under the age of 18 and cannot issue citations to tobacco retailers, vape/ENDS shops, etc. to anyone 18-20 years of age. This is because local municipalities are preempted from enacting stronger laws than Wisconsin State Statute (WI Statute §134.66(5)). Only the FDA has the authority to issue citations to those retailers who sell to anyone 18-20 years of age.” Morrissette said it doesn’t sound like the City can enforce it. He asked the Police Chief for his opinion.
Chief Young said yes. He said if are any are complaints about stores not complying, complaints go to the FDA. They will send out an investigator, and they are the only body that can enforce it. Gagne feels the state needs to act so the City can enforce the law.

**ANNOUNCEMENTS:**

**Comptroller's Report for December 2019**

Comptroller Odeen read the following: Preliminary year end General Fund revenues were $11,134,618 with expenditures of $10,200,035 for a net surplus of $934,582. Of this amount, $203,054 is expected to be advanced to the Sterling Ponds and River Falls Industrial Park tax increment funds. Some additional revenues and expenses will likely be allocated to 2019 as final invoices and expenses are received and recorded.

Morrissette asked about the snow plowing budget. Stifter thought things looked favorable to finish out the year. He talked briefly about last winter’s historic snow and the new hauling contract which we used only once. There was discussion about the salt supply. Morrissette thanked Stifter and his staff for their quick response snow plowing.

**Big Brothers Big Sisters “Thank Your Mentor” Day Proclamation**

The Mayor read the proclamation.

**MSC Bjerstedt/Downing move to adjourn at 7:09 p.m.**

Respectfully submitted,

Kristi McKahan, Deputy Clerk
RIVER FALLS CITY COUNCIL WORKSHOP REGARDING
EMS Proposal
January 28, 2020, 5 p.m.
Training Room, City Hall, 222 Lewis Street, River Falls, WI 54022

City Council Members Present: Mayor Dan Toland, Todd Bjerstedt, Sean Downing, Chris Gagne, Scott Morrissette, Diane Odeen, Michael Page, Hal Watson

City Council Members Absent: City Staff Present: City Administrator Scot Simpson; Assistant City Administrator Jason Stroud; Utility Director Kevin Westhuis; Assistant to the City Administrator Brandt Johnson; Finance Director Sarah Karlsson; Human Resources Director Karen Bergstrom; Police Chief Gordon Young; Development Services Director Amy Peterson; Operations Director Mike Stifter; Communications Manager Mary Zimmermann; Fire Chief Scott Nelson; EMS Interim Coordinator Katy Frey

Others: Kevin Miller; Susan Long; Helen Strike; Carole Mottaz; Diana Smith; Maureen Ash; others

The workshop was called to order at 5:02 p.m. Assistant City Administrator Jason Stroud provided an introduction. A request for proposals was issued in October 2019 and due December 2019. In the proposal, the City included a set of requirements. One requirement was ensuring that current EMTs retain their jobs. Another was continuing to provide service to our current service area.

Four firms were interested with two firms returning a proposal. Of those two, one proposal was not responsive nor complete. The City is considering the proposal from Allina. We will need to negotiate the final terms/conditions. They are the City’s current service partner, and they provide the City’s Medical Director. They were invited to the January EMS Board meeting. Township representatives also attended the meeting as they are interested in having EMS service. Stroud introduced Susan Long, Vice President of Operations and EMS Chief for Allina.

Long provided a presentation which covered the company’s values, the size of the organization, their accreditation, current service area, leadership, and operational proposal.

Stroud talked about integration with the two counties and the benefits provided with that opportunity. He said the hourly wage for staff would be higher, and staff would work less hours. Charges to patients would remain roughly the same depending on the service provided.

Alderperson Watson asked if the proposal included the purchase of the current City trucks. He also asked about the purchase of other assets. Long said they would lease them from the City. Stroud said the proposal did not include the ambulance house.

Alderperson Gagne asked about building a garage onsite. Long said that would not happen in the short term.

Alderpersons Odeen and Watson asked if any community had not renewed contracts with Allina. Long said no, they all have continued.
Gagne asked if staff would be based in River Falls. Long said yes, the service would be established here. There was discussion about if staff would be expected to respond to calls in Minnesota. Long said only in rare instances in which an ambulance was coming back to Wisconsin from the Twin Cities or in a mutual aid situation. She said they may be able to bring Minnesota trucks here if the staff is busy.

Gagne asked about transfers. Stroud said there are 500 transfers now. It is additional business. Gagne asked if Allina has a long-term plan here to grow. Helen Strike, from Allina, said they have a commitment to River Falls. There are a number of specialists that come here. They will meet community needs as they are able.

Alderperson Morrissette asked about a future scenario with contract renewal and prices going up. Long said the goal is to stay. She suggested councilors speak with their other partners about it. Healthcare is expensive.

Alderperson Downing asked about Allina sharing oversight of the service with City staff. Watson asked if the City would continue to have an EMS Advisory Board. City Administrator Simpson said that would be a policy question for the Council. He has asked Stroud to provide a model. The Council has a number of options. He thinks the City may have a group. He talked about performance measures and having a place for grievances.

EMS Advisory Board Chair Carole Mottaz encouraged Council to continue with an advisory board in some fashion. She said the Town Chairs like the idea and having an official in their corner.

Simpson talked about communicating with peers and different models. There are not many like ours.

Watson asked the funds going forward. Simpson said the City is in excellent shape.

Kevin Miller, Deputy Chief and Director of Operations and Business Development for Allina, talked about the buyback clause in contracts. In the contract, assets need to go back to the cities. We want cities to have a service.

Alderperson Bjerstedt asked about the timeline. Simpson talked about an agreement on proceeding in full. We need Council to agree on bulleted items. Simpson talked about coming back with a contract to approve.

Morrissette talked about looking forward to advisory board oversight. He asked that at minimum an annual “State of the City” report be provided from Allina staff.

Stroud said there is an EMS Board meeting next week. They would finalize a resolution to bring before the Council. He talked about different aspects they need to finalize including the budget and the Prescott contract. River Falls would be their first Wisconsin partner, so they have so they need to get a license. This will take several months.

Gagne asked about lead time for townships. Stroud said he is looking at June for having that information.

Alderperson Downing asked about open records requests. Miller said information can be given except what is HIPPA protected. Gagne would like to see patients who request their records getting their request on the spot.

Watson thought it was a great presentation and appreciated Allina staff being here. He asked if investigations have been made into partnerships with counties.
Simpson said staff hasn’t spent a significant amount of time doing that. He said there is no viability with counties on significant partnerships. They are in their traditional lanes. He thinks it is not a good use of time. He talked about keeping the City service. We could do something other than contracting with Allina if the Council wished to do so.

Mottaz talked about how each jurisdiction has its own needs. If the City had unlimited resources, it would not be a problem. She talked about the service from a historical perspective and talked about her involvement. The top priority is patient care. She talked about more regulations and demands and not being able to maintain what we have while also being fiscally responsible. There is no better offer than Allina. Mottaz thanked everyone for their support.

The Mayor responded by saying he couldn’t have said it better. He has asked all kinds of questions and has had many discussions about the EMS Service.

Watson asked if the paramedics do other types of care when they are not in the vehicle. Long talked about patient outreach and how they are always looking into this.

Gagne asked about the contract with Allina. Stroud talked about having one master agreement with Allina, but we would work with the City Attorney. Simpson said the towns hasn’t indicated that they want their own contracts. He talked about mutually beneficial relationships and trying to negotiate on everyone’s behalf. The City isn’t proposing to charge out the towns a difference in per capita.

Mottaz said the towns were concerned about being left behind. We have built good relationships with them. Morrissette noted cities are not obligated to provide service but towns are.

Stroud noted the time was getting close to the end and said staff feels a partnership with Allina is the best option. His intention is to ask the EMS Board for endorsement to go the Council with a recommendation to transition to Allina. On the February 11 agenda, Council could see a resolution asking for consideration and approval on what you saw tonight.

The workshop adjourned at 6:17 p.m.

Respectfully submitted,

Kristi McKahan, Deputy Clerk
MEMORANDUM

TO: Mayor Toland and City Council

FROM: Brandy Howe, Senior Planner

DATE: February 11, 2020

TITLE: Second Reading of an Ordinance Annexing Certain Territory of the Town of River Falls to the City of River Falls, Wisconsin

RECOMMENDED ACTION
Second reading and approval of an ordinance annexing certain territory of the Town of River Falls to the City of River Falls, Wisconsin.

BACKGROUND
The annexation area is a 0.6-acre parcel at 1110 W. Maple Street in the Town of River Falls. An annexation petition was filed by the property owners, Travis and Abbey Marson, on November 25, 2019, as a “direct annexation by unanimous approval” (§66.0217(2), Wis. Stats). A single-family home is on the property that is serviced by a well and septic system that are both nearing the need replacement. The Marson’s are seeking annexation to hook up to the City water and sewer systems. The proposed annexation is contiguous to the corporate limits of the City of River Falls and within the urban area boundary established in the 2005 Comprehensive Plan.
ANALYSIS
Title 19 of the Municipal Code was created to assist City Council in deciding whether to annex territory into the city. Factors to be considered:

1. Is the location contiguous to the city?
2. Is the present or proposed use compatible with adjacent land uses?
3. What improvements will be needed to serve the area, and what is the cost of those improvements?
4. How might the annexation affect the city’s budget?

The enclosed annexation report addresses each of these questions and staff has determined that it meets each of these factors.

NOTIFICATION
The clerk of the Town of River Falls was notified of the annexation petition on November 26, 2019, notification letters were mailed to property owners within 300 feet of the proposed annexation area, and a class 2 notice was also placed in the Star Tribune. Staff has not received any inquiries or comments regarding the annexation as of the time of this writing.

CONCLUSION
The proposal meets state requirements for the annexation and based on studies will be a positive addition to the City. Staff recommends that the Council approve a motion to accept the petition for annexation.

EXHIBITS
1. Annexation Petition
2. Annexation Report
3. Annexation Agreement
ORDINANCE NO. 2020-04

AN ORDINANCE ANNEXING CERTAIN TERRITORY
OF THE TOWN OF RIVER FALLS TO
THE CITY OF RIVER FALLS, WISCONSIN

RECITALS

A. On November 25, 2019, a petition, a copy of which is attached, was filed with the City Clerk of the City of River Falls seeking to annex the territory described and depicted in the petition (the “Territory”) to the City of River Falls, Wisconsin from the Town of River Falls, Pierce County, Wisconsin, pursuant to §66.0217(2).

B. A copy of the petition was filed with the Town Clerk of the Town of River Falls.

C. There are two residents and are electors within the Territory.

D. The City of River Falls Plan Commission has recommended a permanent zoning classification of the Territory as R-2 Multifamily (Medium Density) Residence District.

ORDINANCE

NOW, THEREFORE, pursuant to §66.0217(2), the Common Council of the City of River Falls, Pierce County and St. Croix County, Wisconsin, do ordain as follows:

1. Territory Annexed. The Territory is annexed to the City of River Falls.

2. Scale Map. The scale map, attached as Exhibit B of the petition, shows the Territory to be annexed and its relationship to the boundaries of the City of River Falls and the Town of River Falls.

3. Effect of Annexation. From and after the effective date of this Ordinance, the Territory shall be part of the City of River Falls for any and all purposes provided by law, and all persons coming or residing within such Territory shall be subject to all ordinances, rules, and regulations governing the City of River Falls.
4. **Ward Designation.** Upon the effective date of this Ordinance the Territory shall be part of Ward No. 8 in the City of River Falls.

5. **Clerk Duties.** The City Clerk is directed to file and record copies of this Ordinance as required by statute.

6. **Payment to the Town of River Falls.** Pursuant to §66.0217(14)(a)1., Wisconsin Statutes, the City agrees to pay the Town of River Falls for five years an amount equal to the amount of property taxes that the Town of River Falls levied on the Territory, as shown by the tax roll prepared under §70.65, Wisconsin Statutes, in the year in which the annexation of the Territory is final.

7. **Permanent Zoning.** The Territory is assigned the permanent zoning classification as R-2 Multifamily (Medium Density) Residence District.

8. **Map Updates.** The following maps shall be updated to depict the Territory as being included in the municipal boundary and zoned multi-family: Official Map and Official Zoning Map.

9. **Effective Date.** This Ordinance shall take effect upon adoption and publication.

The above and foregoing Ordinance was duly adopted by the Common Council of the City of River Falls at a meeting held on February 11, 2020, by a two-thirds vote of the elected members of the Common Council.

**APPROVED:**

______________________________
Dan Toland, Mayor

**ATTEST:**

______________________________
Amy White, City Clerk

Adopted: 

Published:
Petition for Direct Annexation
Pursuant to Section 66.0217(2), Wis. Stats.

We, the undersigned, being all of the electors and owners of the real property in the following territory, lying continuous to the City of River Falls, petition the City of River Falls to annex the territory described in Exhibit A and shown on scale map in Exhibit B to the City of River Falls, Pierce County, Wisconsin.

Legal description of the proposed territory to be annexed is attached (Exhibit A). Scale Annexation Map of proposed territory to be annexed in attached (Exhibit B) parcel #022011260800.

The current population of such territory is 2.

[Signature]
Travis Marson

11/25/19
Dated

[Signature]
Abbey Marson

11/25/19
Dated

1110 W. Maple Street
Parcel # 022011260800
Travis Marson
1110 W. Maple Street
715-441-9951

tmanson@gmail.com
tmanson1995@gmail.com
Stersab@gmail.com
EXHIBIT A

Annexation Description

A parcel of land located in the NE ¼ of the NE ¼ of Section 2, Township 27 North, Range 19 West, Town of River Falls, Pierce County, Wisconsin described as follows:

From the NE corner of said Section 2, go south along the East line of said Section a distance of 1,071.9 feet; thence West along an extension of the South line of Maple Street a distance of 263.2 feet to the point of beginning; thence continue West parallel with said South line of Maple Street, a distance of 116.8 feet; thence South parallel with the East line of said Section a distance of 248.25 feet; thence East parallel with the South line of Maple Street a distance of 116.8 feet; thence North parallel with the Section line a distance of 248.25 feet to the point of beginning.
In the NE 1/4 of the NE 1/4 of Section 2, Township 27N, Range 19W, Town of River Falls, Pierce County, WI

Annexation Parcel
Parcel No. 022011260800
29,404 SF
0.66 Acre

Map prepared by City of River Falls
Community Development
August 1, 2019

Exhibit B - Annexation Map
Annexation Report

1110 W. Maple Street

Brandy Howe, Sr. Planner
Crystal Raleigh, City Engineer
Sarah Karlson, Finance Director

January 28, 2020
Annexation Policy
Title 19 of the Municipal Code was created to assist City Council in deciding whether to annex territory into the city. Factors to be considered:

1. Is the location contiguous to the city?
2. Is the present or proposed use compatible with adjacent land uses?
3. What improvements will be needed to serve the area, and what is the cost of those improvements?
4. How might the annexation affect the city’s budget?

The report will address each of the above questions.

Annexation Description
The proposed annexation is located at 1110 W. Maple Street in the Town of River Falls. Property owners, Travis and Abbey Marson, filed a petition to annex this 0.6-acre parcel on November 25, 2019. A single-family home is on the property that is hooked up to a well and septic system that is nearing the end of its useful life. The Marson’s are seeking annexation to hook up to the City water and sewer system.

The proposed annexation is contiguous to the corporate limits of the City of River Falls and within the urban area boundary established in the 2005 Comprehensive Plan.
Land Use and Zoning

Existing and Proposed Land Use

The existing use of the site is single-family residential. The petitioners intend to continue to occupy the single-family home after annexation.

Land to the north of the annexation area is zoned and developed as single-family. To the east of Apollo Road is the Habitat for Humanity EcoVillage which was developed under a PUD as attached, single-family dwellings. To the south and adjacent to the east of the annexation area are two parcels in the Town of River Falls, each occupied by single-family dwellings in a rural setting. It is staff’s determination that the existing use and proposed annexation are compatible with the adjacent land uses.

Proposed Zoning

Per §19.100.010, Municipal Code, all territory annexed to the City shall conform to and be compatible with adjacent districts within the city and shall receive a zoning district classification as recommended by the Plan Commission and adopted by the City Council. Such adoption shall be completed within ninety (90) days of annexation.

To ensure the permanent zoning is consistent with the comprehensive plan, staff reviewed the future land use map. As shown, right, the planned land use designation for this site is residential, medium density. This land use category is intended for 4-8 dwelling units per acre and includes single-family, duplexes, triplexes, apartments, and condominiums.
Annexation Report – 1110 W. Maple Street

Staff determined that the comparable zoning district for this land use designation is the R-2 Multifamily (medium density) district which permits single-family, two-family, and multifamily dwellings at a maximum density of 6-11 dwellings per acre.

**CAPITAL COST STUDY**

City of River Falls Municipal Code 19.100.030 sets forth a policy created to assist the City Council in deciding whether to annex territory not presently within the City. One of the factors to be considered in determining whether to approve an annexation is capital costs. Ordinarily, an annexation will not be approved unless the owners of the property proposed to be annexed agree to pay the capital costs as demonstrated in the capital cost study.

In accordance with §19.100.030.C.1 of the Municipal Code, the cost of capital improvements to serve an area shall be estimated by the appropriate City staff. Capital costs shall include, but not be limited to:

- Water mains
- Sanitary sewer mains
- Storm drainage facilities
- Stormwater control projects
- New street pavement or street widening
- Parks
- Fire stations or equipment
- Any other capital costs related to serving the area

Costs of streets, sewers, water mains and stormwater projects to be constructed in the proposed annexation area may be dealt with separately if these will be constructed by the developer developing the property.

**Water and Sanitary Sewer**

The proposed annexation area is within the Sewer Service Area established in the 2000 Sewer Service Area Water Quality Management Plan. An 8” sewer main was stubbed, within an easement, to Rolling Hills Outlot 1 from the main on Maple Street. The proposed annexation could utilize this existing stub for sewer service. A 2” water service was stubbed, within an easement, to Rolling Hills Outlot 1 from the main on Maple Street. The proposed annexation could utilize the existing water service. Costs to connect to City water and sewer service and abandoning existing well and septic systems shall be borne 100 percent by the property owner. Water and sewer connection fees for ¾” meters are listed in Table 1.

**Stormwater Control**

No new development is proposed to occur within the annexation area as a result of the annexation. Therefore, no capital costs associated with stormwater control are anticipated. However, a monthly stormwater utility fee will be charged per §13.24.050 of the municipal code.
New Street Pavement of Street Widening
No new development is proposed to occur within the annexation area as a result of the annexation. Similarly, the proposed annexation is small and future traffic impacts from this parcel will be minimal. Therefore, no capital costs associated with road improvements are anticipated.

Parks, Library, and Fire Stations or Equipment
The proposed development is anticipated to comply with the City’s park, library and fire impact fee requirements set forth in Municipal Code. Impact fees are typically collected at the time a building permit is applied for at the following rates listed below; there are no new buildings proposed at this time. Therefore, the following impact fees would only be collected at such time that the property undergoes redevelopment in the future. The fees at that time would be per the adopted fee schedule at the time of building permit issuance.

a) Park impact fees are collected at a rate of $577.28 per dwelling unit for single-family dwellings.
b) Library impact fees are collected at a rate of $352.09 per dwelling unit for single-family dwellings.
c) Fire impact fees are collected at a rate of $345.71 per dwelling unit for single-family dwellings.

Other Capital Costs
No other capital costs were identified.

Table 1: Impact Fees

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<thead>
<tr>
<th>Impact Fee</th>
<th>One Time Fee</th>
<th>Monthly Fee</th>
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<tbody>
<tr>
<td>Water connection fee</td>
<td>$2,366.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Sanitary sewer connection fee</td>
<td>$1,662.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Abandon well and septic</td>
<td>Not charged by the City</td>
<td>N/A</td>
</tr>
<tr>
<td>Stormwater</td>
<td>N/A</td>
<td>$3.14 per month</td>
</tr>
<tr>
<td>Pavement and street widening</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Library</td>
<td>Fee to be determined based on the adopted fee schedule at the time</td>
<td>N/A</td>
</tr>
<tr>
<td>Parks</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Fire stations or equipment</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Fee Total</td>
<td>$4,028</td>
<td>$3.14 per month</td>
</tr>
</tbody>
</table>

BUDGET STUDY
Section 19.100.030D requires staff to prepare a budget study for annexations showing the costs of providing services to the annexation, revenue generated, and the overall impact of the annexation to the City budget.

Revenues
Tax Revenues: For this study, the 2018 City mill rate was used to fund the operating costs of the City. Therefore, the actual taxes paid by the property would include the operating component, a debt service component and a capital project component, if any. The City’s 2018 mill rate is
greater than the Town’s rate. Therefore, it is estimated that the City will realize $663 over the current Town taxes for the first 5 years after annexation, and $1,105 thereafter.

**State Shared Revenue:** No increase or decrease in State shared revenues are anticipated due to the annexation.

**Building Permits:** A home already exists on the site; therefore, no building permit revenue was included.

**Transportation Revenues:** There are no current Town roads included within the annexation area; therefore, no additional transportation aids were included as revenues.

**Parkland Fees:** No revenue was included here.

**Impact Fees:** $2,366 for a water impact fee and $1,662 for a sewer connection fee were included in the study as one-time revenues. In addition, park impact fees of $577, fire impact fee of $346 and a library impact fee of $352. In summary, a total of $5,304 were included in the study as impact fees.

**Expenditures**

This study incorporates the operating costs of the City’s major expense centers (i.e. police, fire, transportation, and recreational services), and uses historical costs to estimate the annual costs related to the proposed annexation. The study is based on many assumptions, including assessed value, timing of improvements (i.e. sewer/water extension), and population. This study also applies operating costs geometrically which therefore may indicate higher costs than would actually be incurred.

**Police Services:** The cost of providing police services to the community has been allocated three ways: per capita, miles of roads, and by value of property. This allocation results in a cost of $65.81 per capita, $15,515 per mile, and .00124 in equalized value. Since there is only one dwelling unit on the property with two residents, but no additional streets are included, the annual cost based on equalized value would be $331.

**Fire Services:** The annual cost of fire services is allocated 50% based on population and 50% based on equalized values. The fire service will cost $84 annually.

**Road Maintenance:** No additional costs as no roads are planned to be built in the annexation area.

**Leisure Services:** Are estimated at a cost per capita of $86.02; and will result in an estimated $172 of cost annually.

Other general governmental costs for administration, planning, engineering, etc. are not included in the study, nor are self-supporting costs related to refuse collection, stormwater, and utility operations.
Table 2: Annual Revenues and Expenditures

Assumptions:
Est. number of single-family homes 1
Est. number of people added 2
Est. miles of streets (total feet) 0
2018 actual equalized value $167,900
2018 actual assessed value $146,900
2018 actual equalized value of improvements $136,572

Revenues
Property Tax (.007520103 - City portion Pierce County) $1,104.70
Total revenues $1,104.70

Expenditures:
Police services
Cost per capita (@ 63.79) 1/3 weight $128
Cost per mile of streets (@ 15,040) 1/3 weight $0
Cost per equalized value (@ .00121) 1/3 weight $203
Total Police Services $330.74

Fire Services
Cost per capita (@ 18.92) 1/2 weight $34.60
Cost per equalized value (@ .00036) 1/2 weight $49.17
Total Fire Services $83.76

Streets/Snow
Cost per mile of streets (@ 32,916) $0

Leisure Services (Parks and Rec.)
Cost per capita (@ 86.02) $172.04

Total Initial Cost of Proposed Annexation $586.54

EXCESS OF REVENUE OVER EXPENDITURES $518.16

Conclusion
Given the nature of the property and the limited demands it places on City services, the budget impact is estimated to be negligible. In addition, property taxes are anticipated to cover any additional costs to serve the additional residents in the annexation area.
ANNEXATION AGREEMENT
BY AND AMONG THE CITY OF RIVER FALLS, WISCONSIN and
TRAVIS AND ABBEY MARSON

THIS ANNEXATION AGREEMENT is made and entered into on this ______ day of ______, 2020, by and among the City of River Falls, a municipal corporation organized under the laws of the State of Wisconsin (hereinafter called “City”) and Travis and Abbey Marson, husband and wife (hereinafter, called “Property Owners”).

WITNESSETH:

WHEREAS, the Property Owners filed a petition for direct annexation by unanimous approval pursuant to §66.0217(2), Wisconsin Statutes, with the Clerk of the City of River Falls on November 25, 2019; and

WHEREAS, the City requests an annexation agreement be entered into between the City and Property Owners that sets out the terms and conditions under which the City will consider the approval of an annexation ordinance, thereby accepting the annexation petition.

NOW, THEREFORE, in consideration of the mutual premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

ARTICLE 1 – DEFINITIONS

Section 1.1 – In this Agreement, unless a different meaning clearly appears from the context, the following definitions shall apply:

a) “Agreement” means this Annexation Agreement, by and between the City and Property Owners, together with any modifications, amendments or supplements as may be agreed upon related to the subject matter hereof.
b) “Annexation Property” means the real property depicted in legally described in Exhibit A and depicted in Exhibit B consisting of approximately 0.6-acre.
c) “City” means the City of River Falls, Wisconsin.
d) “Council” means the Common Council of the City of River Falls, Wisconsin.
e) “County” means Pierce County, Wisconsin.
f) “Government Authorities” means the City, County, State of Wisconsin, and all other government bodies exercising permitting authority over the Developer’s development project.
g) “Impact Fees” means fees established by Title 14 of the Municipal Code in accordance with State Statutes to establish the mechanism to finance the capital costs of acquiring, establishing, upgrading, expanding, and construction of public facilities that are necessary to accommodate development. Title 14 is intended to assure that development bears an appropriate share of the cost of capital expenditures necessary to provide such public
facilities within the City as are required to serve the needs arising out of development. The Common Council has authorized water, sewer, fire, park, and library impact fees.

h) “Municipal Code” means the City of River Falls Code of Ordinances in effect as of the date of this Agreement.

ARTICLE 2 – REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

Section 2.1 – The City’s representations and warranties.

The City represents and warrants that the City of River Falls is a Wisconsin municipal corporation duly organized, existing, and in good standing under the laws of the State of Wisconsin and is not in violation of any provisions of its corporate charter or bylaws and has full power and authority to enter into this Agreement and carry out its obligations hereunder.

Section 2.2 – The Property Owner representations, warranties, and obligations.

a) The undersigned Property Owners, by executing this Agreement, represent and warrant that they possess the requisite authority and capacity to enter into and to carry out their obligations hereunder.

b) The Property Owners, as represented by the undersigned, hereby collectively warrant and represent to the City, as an inducement to the City entering into this Agreement, that they possess clear title to and the legal authority to encumber the properties identified herein in accordance with the terms and conditions of this Agreement.

c) The Property Owners shall cause to be prepared a plumbing plan to connect the existing structure to City water and sewer service, pursuant to Chapter 15.08 of the Municipal Code. A licensed plumber, registered in the State of Wisconsin, shall complete the plumbing work to connect the water and sewer service.

d) All required impact fees for sewer, water, park, fire, and library services, unless expressly exempted by Title 14 of the Municipal Code or this Agreement, or as well as other impact fees at the time of development, shall be paid in the amount and at the time as specified, below.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Collection Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water impact fee</td>
<td>$2,366</td>
<td>To be collected at the time of annexation and/or building permit issuance</td>
</tr>
<tr>
<td>Sewer impact fee</td>
<td>$1,662</td>
<td></td>
</tr>
<tr>
<td>Library impact fee</td>
<td>Per adopted fee schedule</td>
<td>To be collected at the time the property is redeveloped in the future</td>
</tr>
<tr>
<td>Fire impact fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Park impact fee</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE 3 – CONDITION PRECEDENT

Approval of an ordinance to annex property legally described in Exhibit A must occur, which involves the independent and exclusive judgment of the City, as a condition precedent to the City’s obligations under this Agreement or otherwise associated or related to the contemplated annexation and development of the Annexation Property.

ARTICLE 4 – MISCELLANEOUS

Section 4.1 – Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by any party to this Agreement to or on any other party, such notice or demand shall be delivered personally or mailed by United States Certified Mail (return receipt requested) to the Property Owners, 1110 W. Maple Street, River Falls, WI 54022 and to City Clerk, City Hall, 222 Lewis Street, River Falls, Wisconsin 54022.

Section 4.2 – Remedy for Default. Default by any Property Owner with respect to any of the terms of this Agreement shall automatically result in the suspension or withholding of all permits, licenses, occupancy certificates or other authorizations issued by the City in connection with that Parcel. The remedies afforded to the City under this section shall be in addition to any other remedies to which the City may be entitled by law or other agreement.

Section 4.3 – No Additional Waiver Implied by One Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder.

Section 4.4 – Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Section 4.5 – Release of All Oral or Written Agreements. Upon the signing of this Agreement, all prior oral and written agreements between the City and Property Owners are terminated and released, as this document contains the complete Agreement between the parties with respect to the Developer Property and construction of the improvements called for in this Agreement.

Section 4.6 – Non-Waiver. The willingness of the City to enter into this Agreement shall not constitute a waiver of any of the City’s rights or responsibilities under the law nor shall it constitute the approval of any of the permits, licenses, permissions or other authorization, which may be required in order for the Property Owners to implement development plans.

Section 4.7 – Venue. The parties agree that no action, litigation or proceeding of any kind whatsoever, whether in law or equity, or whether in contract or tort or otherwise, in any way relating to this Agreement or the transactions contemplated hereby, may be commenced in any
forum other than the Pierce County Circuit Court, State of Wisconsin, and each of the parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of such court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 4.8 – Binding Effect. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives and assigns and successors of the Parties.

Section 4.9 – Survivability. All of the representations, warranties, and agreements made in this Agreement shall survive the date of Closing.

Section 4.10 – Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 4.11 – Time. Time is of the essence of this Agreement and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement unless so stated or unless obviously necessary from the context.

Section 4.12 – Development. At the time of any future development or redevelopment of the Annexation Property, the owners shall adhere to the City’s development review procedures and the development shall meet the requirements and design standards of the Municipal Code.

Section 4.13 – Headings. The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

ARTICLE 5 – JOINDER OF LANDOWNERS

Section 5.1 – The owners of the Annexation Property and as signed below, are made parties to this Agreement for the specific purpose of obtaining their acknowledgement that the property which they currently own shall be burdened with the obligations set forth herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in their names and behalf and its seal to be hereunder duly affixed and Property Owners have caused this Agreement to be duly executed in its name and behalf and on the date first above written.

[The remainder of this page is left intentionally blank. Signature pages to follow]
CITY OF RIVER FALLS

By: ___________________  Dated: ______________________
Dan Toland, its Mayor

Attest:

____________________
Amy White, City Clerk

PROPERTY OWNERS

___________________  Dated: ______________________
Travis Marson

___________________  Dated: ______________________
Abbey Marson

Exhibits List

1. Annexation Location Map
2. Legal Description of Annexation
3. Annexation Report
MEMORANDUM

TO: Mayor Toland and City Council
FROM: Zach Regnier, Civil Engineer
DATE: February 11, 2020
TITLE: Ordinance 2020-05 Amending the Official Traffic Control Map (No Left Turn from Union St onto N Main St) – Second Reading

RECOMMENDED ACTION
Adopt an ordinance authorizing the creation of no left turn movement from Union St. onto N. Main St.

BACKGROUND
The intersection of Union St. and N. Main St., near the River Falls Public Library, is regulated by a Stop sign on Union St. A left or right turn from Union St. onto N. Main St. is allowed. There is a pedestrian crossing, with refuge island and warning flashers, crossing N. Main St. immediately south of Union St. Taking a left turn from Union St. onto N. Main St. requires vehicles to drive around the refuge island while turning. (See map on page 2.)

DISCUSSION
Over the past five years, there have been two accidents reported to police involving vehicles turning left. One accident involved a vehicle striking another vehicle. The other accident involved a vehicle striking the pedestrian flasher system; this repair cost in excess of $10,000. In October 2019, two bolted down, concrete filled, metal bollards were installed on the north side of the refuge island to protect the flasher system. One of the bollards was struck and broken off by a left turning vehicle in November 2019.

The pedestrian crossing on N. Main St. is a mid-block crossing. Mid-block crossings can be more dangerous as vehicles do not normally stop mid-block. The warning flasher is intended to increase driver awareness of crossing pedestrians. When the flashers are struck by a vehicle and do not operate, it can decrease pedestrian safety.
There is a signalized intersection at Division St. and N. Main St. 715 ft. south of the Union St. and N. Main St. intersection. Vehicles can access Division St. from Union St. via the alleyway between the Public Library and St. Bridget’s Church, N. Fourth St., Seventh St., or N. Eighth St.

Recommendation
Engineering, public works, and police staff recommend adoption of the ordinance that will result in a NO LEFT TURN restriction from Union St. onto N. Main St. To notify drivers of this change, warning flags will be installed for a minimum of six months on the post containing the new NO LEFT TURN sign.

FINANCIAL CONSIDERATIONS
The financial considerations for this change are minimal; a new sign will be required.

CONCLUSION
Staff recommends City Council approval of the proposed ordinance.
ORDINANCE NO. 2020-05

AN ORDINANCE
AMENDING THE OFFICIAL TRAFFIC CONTROL MAP
OF THE CITY OF RIVER FALLS
(CREATE NO LEFT TURN ON UNION ST. AT N. MAIN ST.)

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

Section 1. The Official Traffic Control Map, revised September 13, 2016, and adopted
pursuant to Section 10.08.010A of the Municipal Code of the City of River Falls, Wisconsin is
hereby amended and recreated as follows:

Union St
Create NO LEFT TURN on Union St. at N. Main St.

Section 2: The Operations Director shall erect such signs and marking changes as are
necessary to give adequate notice of the restrictions, prohibitions and limitations as shown on the
Official Traffic Control Map including the following on the post contain the NO LEFT TURN
sign:

A. A warning flag should be installed for a minimum of six months

Section 3: The Ordinance shall take effect the date after passage and publication as
provided by law.

FOR THE CITY OF RIVER FALLS

__________________________
Dan Toland, Mayor

ATTEST:

__________________________
Amy White, City Clerk

Adopted: _________________
Published: ________________
MEMORANDUM

TO: Mayor Toland and City Council

FROM: Sam Wessel, Planner

DATE: February 11, 2020

TITLE: World Migratory Bird Day (WMBD) Resolution

RECOMMENDED ACTION
Adopt the resolution to dedicate May 9, 2020, as World Migratory Bird Day (WMBD).

BACKGROUND
World Migratory Bird Day (formerly International Migratory Bird Day) is an annual observance event for birds returning to their summertime home. In previous years, staff has relied on one resolution which proclaimed this Saturday in May of each year to be dedicated for WMBD at City Hall. This resolution satisfies a section of criteria to qualify River Falls for the annual Bird City Wisconsin Award. This resolution needs to be voted on by Council on an annual basis in order to qualify the City for the Bird City Wisconsin award. The goal of the annual voting requirement is to maintain public attention of the bird community within the City. The City will submit its recertification by mid-February 2020 (note that the deadline is usually January 31, but we received an extension). Our annual Migratory Bird Festival known as “Wings of Spring”, hosted by the City and organized by the St. Croix Valley Bird Club, will take place at City Hall on Saturday, May 2, 2020.

CONCLUSION
It is recommended by staff for Council to approve the resolution to designate Saturday, May 9, 2020, as World Migratory Bird Day. Not only does this event promote the awareness and education of birds in the community, but it also satisfies a requirement in obtaining the award recognizing River Falls as a Bird City. Attached is a resolution for your consideration and action.
RESOLUTION NO.

RESOLUTION DESIGNATING MAY 9, 2020,
AS “INTERNATIONAL MIGRATORY BIRD DAY”

WHEREAS, migratory birds and their habitat are declining throughout Wisconsin and face a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and

WHEREAS, since 1993, International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 140 species that travel between nesting habitats in the Kinnickinnic River Watershed and their wintering grounds in South and Central America.

NOW THEREFORE, I, Mayor Dan Toland, do hereby proclaim May 9, 2020, as International Migratory Bird Day in the City of River Falls, and I urge all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

Dated this 11th day of February 2020.

____________________________________
Dan Toland, Mayor

ATTEST:

____________________________________
Amy White, City Clerk
MEMORANDUM

TO: Mayor Toland and City Council

FROM: Brandy Howe, Senior Planner

DATE: February 11, 2020

TITLE: Resolution Introducing the Vacation of a Portion of River Street Right-of-Way in the N.N. & O.S. Powell’s Addition of the City of River Falls

RECOMMENDED ACTION
Approve the attached resolution introducing the vacation of a portion of River Street right-of-way in the N.N. & O.S. Powell’s Addition of the City of River Falls.

BACKGROUND
In October 2015, the City Council approved Resolution No. 5979 approving property conveyance and a use agreement for real estate located at 110 West Division Street. In addition, that agreement and resolution called for the “paper” clean-up of the area to prepare the parcels to the west for future redevelopment. One of the clean-up items was the rezoning of the area which was completed and approved by Council on January 28, 2020. The second clean-up item is to vacate a portion of the River Street right-of-way which is no longer necessary or desired by the City as a public street. Rather, this area has been rezoned conservancy. The purpose of this memo is to initiate the right-of-way clean-up to close out this remaining item initiated by Resolution 5979.

CONCLUSION
Staff recommends the City Council refer the above-described right-of-way vacation to the Plan Commission for review and report.
RESOLUTION NO.

Resolution Introducing the Vacation of a Portion of River Street Right-of-Way in the N.N. & O.S. Powell’s Addition of the City of River Falls

WHEREAS, the plat of the N.N. & O.S. Powell’s Addition to the City of River Falls contains streets and alleys that were dedicated to the City of River Falls through the platting process; and

WHEREAS, pursuant to §66.1003, Wis. Stats., the City Council has the authority to vacate right-of-way after the introduction and passage of a resolution declaring that it is in the public interest to vacate said public right-of-way; and

WHEREAS, the right of way to be vacated is described as follows:

The entire right-of-way of River Street located east of Block 61 of N.N. & O.S. Powell’s Addition, City of River Falls, Pierce County, Wisconsin, as shown on the plat of said Addition, extending from the north right-of-way line of Cedar Street to the south right-of-way line of Division Street.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of River Falls refers the right-of-way vacation to the Plan Commission for review and report.

NOW, BE IT FURTHER RESOLVED, that the Common Council of the City of River Falls shall conduct a public hearing on March 24, 2020, to consider a resolution to discontinue the above-described right-of-way.

Dated this 11th day of February 2020.

CITY OF RIVER FALLS

ATTEST

__________________________________________
Dan Toland, Mayor

__________________________________________
Amy White, City Clerk
MEMORANDUM

TO: Mayor and City Council Members
FROM: Jason E. Stroud, Assistant City Administrator
DATE: Feb. 11, 2020
RE: Transition of EMS Services

RECOMMENDED ACTION
With the support of the EMS Advisory Board, staff recommends that the City Council authorizes a transition to Allina Health for emergency medical services on or before January 1, 2021, and authorizes the city administrator to issue a letter of intent to Allina notifying them of the city’s commitment to develop, and execute, a contractual agreement for these services.

A completed contract for services with Allina will be presented for formal approval after initial legal review; however, the approval of the accompanying resolution to transition EMS services is intended to indicate full support for a transition so that staff and Allina can proceed with all required components of this process.

BACKGROUND
Since 1974, the City has operated an Emergency Medical Services (EMS) Department, which has provided the City and other nearby municipalities with paramedic-level ambulance services. For many years, the services of this department were delivered primarily by volunteer paid-per-call volunteers. As training and service demands increased over the years, so did the necessity to ensure consistent baseline staffing through the addition of full-time personnel. Calls-for-service for EMS peaked in 2015 with 2,291 incidents.

EMS is operated as an enterprise fund with the EMS fee-for-service program providing the majority of revenue. Additional revenue is obtained from area municipalities under service contracts with the City. Since 2016, the department had operated without deficit. However, beginning in 2017, it has been operating with a year-end financial deficit; this is expected to continue without additional subsidy.

The current annual operating expenses for EMS are $1.9 million, which is 57% higher than they were in 2015. The current annual revenue through the EMS fee-for-service program is $1.2 million, 9% less than what was realized in 2015. Calls-for-service have decreased since 2015, with 2,116 occurring in 2019.

Staff completed an EMS feasibility assessment in 2019 in order to better understand and evaluate the situation. The findings indicated that it is unlikely that EMS revenues will outpace expenses in the future. It is likely that operating expenses will continue to increase 2-2.5% each year, while revenues increase a projected 0-1%. The total projected expenses and revenue is illustrated here:
The operating deficit can be offset each year through the municipal per capita service fees; however, it is likely a significant deficit would remain each year.

DISCUSSION
The resulting deficit would likely require further reduction in expenses that may impact service delivery. It is possible to further increase per capita rates, and/or financially subsidize the service, in order to balance revenues with expenses. However, the delivery of EMS by a non-governmental (NGO) service provider is a more feasible option to consider.

Staff presented the EMS feasibility report to the EMS Advisory Board and City Council at workshops in October 2019. Both groups provided support for the issuance of a Request for Proposals (RFP) in order to evaluate the transition of the service to an NGO service provider. Two organizations submitted proposals. An ad-hoc RFP evaluation workgroup determined that the proposal from the Allina Health System was the only complete and responsive proposal. Members of the workgroup included the interim EMS coordinator, City Council representative to the EMS Advisory Board, fire chief, finance director, EMS Advisory Board chairperson, city administrator, and assistant city administrator.

A copy of the proposal was made available to the City Council as part of the materials for the Oct. 28, 2019, workshop. Allina’s proposal to provide EMS to the City, in lieu of the City’s own department, includes the following key principles:

- Retention of City EMS staff who meet minimum eligibility criteria.
- Staffing the same number of ambulances within the response area that the City previously staffed.
- Meeting or exceeding the City’s ambulance response times.
- Providing emergency medical dispatch and pre-arrival instructions within the entire response area.
- Patient billing rates that are market-based and in the realm of what the City previously charged.
- Provision of EMS to all municipalities served by the City’s EMS department.
- Appointment of a local EMS supervisor that is accessible to City staff.
- Availability of special event coverage services and community interaction(s).
- Honoring of the City’s exiting mutual aid and coverage agreements.
Mayor and City Council Members  
February 11, 2020

- Provision of quality patient care and customer service.
- Purchase of select EMS equipment and vehicles at a fair market value.
- Rental of the EMS Station at 175 E. Cedar Street at a fair market value.
- Quarterly performance reports to the City.
- Commitment to a five-year contract term with two successive three-year automatic renewals.

Allina proposes to provide these services at a base rate of $242,000, with a maximum annual increase of 3%.

Staff continue to develop a draft contract with personnel from Allina that will be submitted for legal review once completed. This contract will be presented to the Council for formal approval after this initial legal review; a copy of the draft contract is included with this memorandum.

FINANCIAL IMPACT

The following table illustrates the projected financial impact of proceeding with a contract as proposed by Allina:

<table>
<thead>
<tr>
<th>ALLINA CONTRACT</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenses*</td>
<td>$ 259,631</td>
<td>$ 266,891</td>
<td>$ 274,369</td>
<td>$ 278,607</td>
<td>$ 286,540</td>
</tr>
<tr>
<td>Rental Income</td>
<td>$ 38,400</td>
<td>$ 38,400</td>
<td>$ 38,400</td>
<td>$ 38,400</td>
<td>$ 38,400</td>
</tr>
<tr>
<td>Per Capita revenue (City of Prescott &amp; Towns)</td>
<td>$ 242,000</td>
<td>$ 242,000</td>
<td>$ 242,000</td>
<td>$ 242,000</td>
<td>$ 242,000</td>
</tr>
<tr>
<td>Impact to EMS Reserve Fund</td>
<td>$ 20,769</td>
<td>$ 13,509</td>
<td>$ 6,031</td>
<td>$ 1,793</td>
<td>$(6,140)</td>
</tr>
</tbody>
</table>

* - Expenses include the Allina contractual fee, 3% annual increase and contract administration costs.

As outlined in the initial proposal from Allina, they will pay fair market value to rent the EMS station. Other expenses include the costs as outlined in the contract, including the 3% annual increase, as well as projected staffing costs associated with managing outstanding payments and ongoing contract administration. This projection does not include the one-time benefits expected to be received from the sale of some of the equipment to Allina.

CONCLUSION

A transition to Allina for the City’s EMS needs is the more viable and feasible option to consider. This opportunity will allow the City to remain involved in the delivery of care through contractual oversight and interaction with Allina personnel.

An approval of the resolution authorizing the transition of emergency medical services to the Allina Health System will enable the city administrator and staff to proceed with the final development of a service contract while continuing to prepare for the full turnover of emergency medical services. Staff is committed to keeping Council informed throughout this transition process.

Attachment:
Initial Draft Contract for Emergency Medical Services
RESOLUTION NO.

RESOLUTION AUTHORIZING THE TRANSITION OF EMERGENCY MEDICAL SERVICES TO THE ALLINA HEALTH SYSTEM

WHEREAS, the City’s Emergency Medical Services Advisory Board recommends that the City Council authorize a transition to the Allina Health System, dba Allina Health Emergency Medical Services (hereinafter “Allina”) for emergency medical services; and

WHEREAS, it is anticipated that a contractual relationship can be established with Allina that ensures the provision of EMS and ambulance services with staffing levels and ambulance response times that meet, or exceed, those provided by the City’s own EMS department; and

WHEREAS, Allina has indicated they will offer comparable employment to all current city EMS staff who meet eligibility criteria; and

WHEREAS, Allina has indicated that they will offer to purchase certain EMS equipment from the city; and

WHEREAS, Allina will rent the existing ambulance station at 175 East Cedar Street, at a fair market value; and

WHEREAS, Allina is willing to provide ambulance services to all other municipalities within the existing River Falls EMS service area and the City will develop and administer a base contract for these services; and

WHEREAS, the proposed annual price for these services by Allina will not exceed $245,000 for the initial contract term and will not increase more than 3% annually; and

WHEREAS, the City will enter into inter-governmental agreements with the other participating municipalities to establish per capita rates for the delivery of these services to these portions of the service area; and

WHEREAS, this transition to Allina is expected to be complete on or before January 1, 2021.

NOW, THEREFORE, BE IT RESOLVED that the River Falls Common Council authorizes the city administrator to proceed with the transition to Allina for emergency medical services.
BE IT FURTHER RESOLVED that the city administrator and city attorney are hereby authorized to issue a letter of intent to Allina notifying them of the city’s commitment to enter into contractual agreement for these services and intention to finalize a transition on, or before, January 1, 2021.

Dated this 11th day of February 2020

________________________________________
Dan Toland, Mayor

ATTEST:

________________________________________
Amy White, City Clerk
Emergency Medical Services Agreement

AGREEMENT made this ___ day of ____, ___, by and between the CITY OF RIVER FALLS, a Wisconsin municipality (hereinafter “City”) and ALLINA HEALTH SYSTEM, a Minnesota non-profit corporation, d/b/a ALLINA HEALTH EMERGENCY MEDICAL SERVICES (hereinafter ”Allina”), each a “Party” and collectively, the “Parties”.

PREAMBLE

WHEREAS, the City has historically provided emergency medical services; and

WHEREAS, the City will transition from directly providing these services to contracting for these services from a non-governmental organization; and

WHEREAS, the City desires to contract with Allina for the provision of these services; and

WHEREAS, Allina has served as a support services partner to the City and has expertise in managing and operating ambulance services;

WHEREAS, Allina can provide comprehensive emergency medical services in lieu of the City’s emergency medical department;

WHEREAS, Allina is capable of providing these services to the entirety of what was known as the River Falls EMS service area.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. As used in this Agreement, the following terms will have the following meanings:

A. “Agreement” means this Emergency Medical Services Agreement, including the following exhibits attached to this Agreement and hereby made a part of it.

Exhibit A: Map of Service Area
Exhibit B: HIPAA Business Associate Agreement
B. “Mutual Aid Agreements” means the following agreements:

C. “Service Area” means that geographic area previously served by the City’s EMS department prior to this agreement.

D. “Prescott Area” means the portion of the response area consisting of those municipalities that participate as part of the Prescott Area Fire and EMS Association.

1.2 Rules of Construction

A. Sections and Exhibits. All references in this Agreement to Sections and Exhibits refer to Sections and Exhibits of this Agreement, except as otherwise specifically stated in this Agreement.

B. Drafter’s Identity Irrelevant. The Parties and their attorneys have fully participated in negotiating and drafting this Agreement, thus, the rule of strict construction does not apply to this Agreement. No provision of this Agreement will be construed for or against, or be interpreted to the advantage or disadvantage of, a Party by any court or other governmental or judicial authority because the Party structured or dictated the provision of is deemed to have done so.

C. Gender/Singular & Plural. All references in this Agreement to one gender will include both genders. Any reference to the singular will include the plural where appropriate, and vice versa.

D. Governing Law. This Agreement will be construed and governed by the laws of the State of Wisconsin.

E. Headings of Sections. All Section headings are for reference purposes and will not affect the interpretation of this Agreement.

F. Adding parties to this agreement. Municipalities not party to this original agreement, that wish to join for ambulance services in the region, will require an amendment to this agreement that is mutually agreed upon by the City and Allina.
2. DUTIES OF ALLINA

2.1 Licensing. Allina will be a licensed Wisconsin Emergency Medical Services (EMS) provider able to provide prehospital advanced life support ambulance transport services. This agency licensure will be obtained at least 90-days prior to the operations start date identified in this contract.

2.2 Staffing. Allina will ensure adequate ambulance staff to provide service area coverage 24/7/365. At a minimum this will include at least two (2) paramedic staffed ambulances scheduled for 9-1-1 response.

2.3 Ambulance Locations. Allina will schedule and staff at least one paramedic ambulance at the City’s EMS facility located at 175 E. Cedar Street in River Falls. Allina will schedule and staff a second paramedic ambulance at the Prescott EMS facility located at 1603 Pine Street in Prescott. Nothing in this section is intended to prohibit Allina from re-positioning resources as may be necessary in order to address call demand. Allina will lease the River Falls EMS facility. Any terms for leasing of the Prescott EMS facility would be a matter between Allina and the Prescott Area Fire and EMS Association and not a part of this contract.

2.4 Concurrent Incidents. Allina will be able to respond to at least two concurrent 9-1-1 EMS incidents, with two different ambulances, within the response area at the same time. Allina will develop plans to ensure service area coverage should all regularly scheduled ambulance be committed to concurrent incidents.

2.5 Interfacility Transfers. Allina will ensure that interfacility transfers do not interfere with their ability to meet the obligation to the City for 9-1-1 EMS services.

2.6 Additional Resources. Allina will provide additional EMS resources, either directly or through mutual aid agreement(s), to handle multiple incidents or the need for multiple ambulances at any one incident at the same time.

2.7 Response Times. Allina will ensure that ambulances arrives on the scene of a 9-1-1 emergency within 10 minutes and 59 seconds (10:59), at least 90% of the time, within the City limits of River Falls and Prescott. Allina will ensure that an ambulance arrives on the scene
of a 9-1-1 emergency within 17 minutes and 59 seconds (17:59), at least 90% of the time, within the township portions of the response area.

This elapsed time is to begin at the point the Allina communications center received notification of the incident.

2.8 **Service Area.** Allina will provide EMS services throughout the response area covered by the City’s EMS department as of 2019. A map of this response area is included as Exhibit A. This includes providing ambulance service to the entirety of the Cities of River Falls and Prescott as well as the Towns of River Falls, Oak Grove, Clifton, and Kinnickinnic. In addition, approximately 67% of the Town of Troy is included, as well as is 50% of the Town of Pleasant Valley.

2.9 **Dispatching Services.** Allina will financially and functionally responsible for dispatch services whether it is provided by its own organization, a third-party provider or a county communications center.

2.10 **Emergency Medical Dispatch.** Allina will ensure that emergency medical dispatch services with pre-arrival instructions are made available within the service area.

2.11 **Staff Retention.** Allina will offer employment to those City EMS staff that are currently employed, in good standing, and recommended by the City at the time of the operations start date. Such employment is contingent on each employee meeting all Allina eligibility criteria. Employment is to be for comparable status, in that: full-time staff will be offered full-time employment, part-time staff will be offered similar part-time employment.

2.12 **Special Event Services.** Allina will make special event standby ambulance and/ or other related EMS services available within the service area; such services will be subject to the standard Allina fee. Allina will provide up to 16-hours of these services to the City as part of this contract, at no extra cost. The City may procure additional hours at the standard Allina rate if needed.

2.13 **Operational Oversight.** Allina will designate an organizational leader for the River Falls EMS operation and will provide the City with 24/7 contact information for the appropriate Allina leadership.
2.14 **Billing and Collections.** Allina will be solely responsible for patient billing and collection services.

2.15 **Patient Billing Inquiries.** Allina will provide the City with contact information and reference material(s) in order to provide community members with the most appropriate initial response to inquiries.

2.16 **Patient Rates.** Prior to the operations start date of this contract, and annually, Allina will provide the City with the patient rate structure. Allina will notify the City at least sixty days prior to any base rate increases.

2.17 **Patient Destination.** Patients shall have the right to select the destination for the medical facility consistent with Allina Emergency Response Protocols.

2.18 **Medical Director.** If needed, Allina will provide a medical director for the City’s, or other municipalities within the service area, Automated External Defibrillator and/or Naloxone programs.

2.19 **Personnel.** Allina has sole responsibility for the recruitment, terms of employment, and actions of its employees except as specifically provided in this Agreement.

2.20 **Standard of Care.** Allina shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.

2.21 **Nondiscrimination.** Allina will make EMS services available to members of the community without regard to race, color, creed, religion, national origin, and without regard to sex, age, disability, public assistance status, or sexual orientation, except as may be necessary as a bona fide requirement of a specific service.

Allina will comply with employment practices whereby no applicant for employment or employee hired shall be discriminated against with respect to that person’s hire, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment by reason of race, color, creed, religion, national origin, age, sex,
2.22 Indemnification. Allina agrees to indemnify and hold City, its member cities' officers, contractors, employees and agents harmless from any liability claims, damages, costs, judgments or expenses resulting directly or indirectly from any act or commission or omission upon the part of Allina, its agents, employees or contractors, in the performance of services provided by this Agreement and against all loss by reason of failure of Allina to fully perform in any respect, all obligations under this Agreement.

2.23 Insurance. Allina shall furnish and maintain during the project such public liability and property damage insurance as shall protect Allina and any subcontractors performing work covered by this contract from claims for damages by Workers Compensation Statute, and from claims from property damages or personal injury which may arise from operations under this contract, whether such operations are by Allina or by any subcontractor or anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

2.23.1 Workers Compensation - as provided in the applicable law.
2.23.2 Employer's Liability - as provided in the applicable law.
2.23.3 Comprehensive Public Liability - Personal Injury - $5,000,000.00
2.23.4 Comprehensive Public Liability - Property Damage - $5,000,000.00
2.23.5 Comprehensive Automobile Insurance - Personal Injury - $2,000,000.00
2.23.6 Comprehensive Automobile Insurance - Property Damage - $2,000,000.00
2.23.7 Blanket contractual (and hold harmless) protection and fire, theft and vandalism insurance for the full value of all materials and equipment furnished by the supplier shall be provided until the complete contract is formally accepted.
2.23.8 Professional Liability Insurance - $5,000,000

All insurance policies (or riders) required by this Agreement (i) shall be taken out by Allina and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Wisconsin, (ii) shall provide that should any of the policies described be
cancelled before the expiration date thereof, (iii) shall name Allina as an insured party and the City as additional insured, and (iv) shall be evidenced by a Certificate of Insurance listing the City and Allina as an additional insured which shall be filed with the City. Notwithstanding the above, Allina may provide for the above insurance through a program of self-insurance.

2.24 **Reporting.** Allina will provide a quarterly performance report to the City. Details to be included will be identified in consultation with the City’s designee. If requested, Allina will deliver an annual report, specific to the River Falls operation(s), to the Common Council of the City or designee(s).

2.25 **Data.** Upon request, Allina will provide unaltered and non-identifying CAD data to the City for all calls-for-service that originated within the River Falls EMS response area. This data is to be provided within five business days of request.

2.26 **Emergency Operations Center.** When requested, Allina will provide a representative to the City’s Emergency Operations Center within two hours of the request. Remote representation maybe permissible and is to be determined by the City.

2.27 **Equipment.** Allina will purchase certain EMS apparatus, equipment and/or supplies from the City. These items will be detailed in a separate purchase agreement.

2.28 **Community Outreach.** To the extent that they are able, Allina will make reasonable efforts to interact within the community. This may include attendance at community events, hosting tours of EMS facilities or apparatus, and meeting with community organizations.

2.29 **Subcontractors.** Allina shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City.

3. **DUTIES OF CITY**

3.1 **Designee.** The City will designate a staff member to be the contract administrator for this agreement.
3.2 **Coordination.** The City will serve as the contract facilitator and coordinator for all municipal matters related to this contract.

3.3 **Indemnification.** City agrees to indemnify and hold Allina, its agents, employees or contractors harmless from any liability claims, damages, cost judgments or expenses resulting directly or indirectly from any act or omission upon the part of City, its agents, employees or contractors in the performance of services provided by this Agreement and against all loss by reason of failure of City to fully perform in any respect, all obligations under this Agreement.

4. **TERM(S) AND PAYMENT**

4.1 **Term and Renewal.** This Agreement shall commence as of the Effective Date and continue for a period of five (5) years and may be automatically renewed for two successive three-year periods, except as follows:

4.1.1 On or before June 30 of the last year of the contract period, either party may provide notice, by certified mail, to the other party of its intent not to renew this contract for the following year.

4.2 **Operations Start Date.** Allina will begin EMS operations, on or before, January 1, 2021. Operations beginning prior to January 1, 2021 will require the concurrent approvals of Allina and the City.

4.3 **Payment.** These services will be provided by Allina for an annual fee of $241,344. Fees are subject to a 3% increase annually. This payment is due by December 1 of each calendar year, beginning in December 2021.

4.4 **Termination of this Agreement.** The parties hereby release each other from damages, losses and claims in the event of Court decisions, administrative decisions, and arbitration decisions which adversely affect the City or this Agreement. The City shall have the right to terminate this Agreement as a result of such decisions if in its sole judgment it is in the best interest of the City to do so. If the contract is terminated, the parties agree to coordinate the termination of the Contract and transition of service back to the City, or the City’s designee. If the Contract is terminated by the City as a result of such decisions, the City will have the option to purchase the assets at fair market value as mutually agreed upon and Allina
agrees to sell the assets to the City for the fair market value as mutually agreed upon free and clear of all encumbrances. If the parties cannot agree, they shall submit to mediation.

5. INDEPENDENT CONTRACT STATUS

5.1 Independent Contractor. The relationship between the parties is such that City and Allina and its employees are independent contractors. City shall neither have nor exercise control over the means or methods by which Allina performs the services. Nothing in this Agreement shall be construed as creating an employer-employee relationship between City and Allina. Neither party shall have the authority or right to legally bind the other in contract, debt or otherwise, and neither party shall be liable for any obligation acquired or incurred by the other, except as might otherwise be provided herein. Nothing herein is intended to limit the ability of either party to contract with other parties.

5.2 Withholding of Taxes. City shall not be liable for any withholding or payment, either for taxes, benefits, or other items on behalf of Allina.

6.0 MISCELLANEOUS

6.1 Assignability. This Agreement is a professional services contract and shall not be assignable by either party.

6.2 Modification. This Agreement may be amended or modified at any time by mutual written agreement between City and Allina.

6.3 Entire Agreement. This Agreement constitutes the entire Agreement between City and Allina with respect to the matters discussed herein.

6.4 Waiver. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this agreement.

6.5 Marketing. Neither party will advertise or market the other, in any promotional materials without consent.
6.6 **Meetings.** Representatives from either party shall attend meetings, as reasonably scheduled, to discuss issues, problems, performance indicators and any other matters which the City or Allina considers important in relation to the contract and the quality of service.

6.7 **Prescott Service Area.** Allina will send a representative to the Prescott Fire and EMS Association meetings as they are reasonably available.

6.8 **Representations.** Other than the representations made in the agreement, no party hereto has made any statement or representation to any other party hereto regarding any factor relied upon in entering the Agreement and no party relies upon any statement, representation or promise of any other party in executing the Agreement or in making the settlement provider for herein.

6.9 **Affirmation.** Each of the parties affirms and acknowledges that it had fully read, appreciates, and understands the words, terms, conditions and provisions of this Agreement and is fully satisfied with the same. Each party affirms and acknowledges that it has been, or had the opportunity to, represented by legal counsel of its choice.

6.10 **Legal Authority.** Each of the parties further represents and warrants that the person or persons executing this Agreement on its behalf has full and complete legal authority to do so, and thereby binds the party on whose behalf they are signing the Agreement.

6.11 **Invalidity.** A finding of invalidity as to any provision or section of this Agreement shall only void that provision or section and no other, and this Agreement shall be construed as if the invalid provision or section thereof were not contained in this Agreement.

6.12 **Jurisdiction.** The parties hereby irrevocably submit to the jurisdiction of the Pierce County (WI) District Court in any action or proceeding arising out of, or relating to, the Agreement and hereby irrevocably agree that any claim relating to or arising out of the Agreement shall be brought in such Court.

6.13 **Amendments or Waivers.** The action or inaction of any party shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and, signed by the parties.
6.14 **Mutual Aid Agreements.** Allina agrees to comply with existing mutual aid agreements that the City’s EMS department was a party to.

6.15 **Disputes.** Both parties agree that the City has a vested interest in the overall satisfaction of patients cared for under the terms of this contract. To the extent allowable by law, the City may act as an ombudsman on behalf of patients and serve as a potential intermediary for any related disputes or grievances.

6.16 **Remedies.** The parties may take whatever action is necessary to enforce the terms of this Agreement including legal, equitable and administrative. If Allina does not provide services in accordance with the terms of this Agreement, the City may terminate this Agreement. Upon such termination the City may collect damages for the breach of this Agreement as permitted by law. Termination shall be affected by mailing a Notice of Termination by mail, return receipt requested, to Allina setting forth in detail the manner in which Allina is in default. Upon receipt of Notice of Termination, Allina shall have sixty (60) days to cure the default. If the default is not cured, termination will become effective on a date stated in the notice.

6.17 **Notices.** Required notices to Allina shall be in writing, and shall be either hand delivered to Allina, its employees or agents, or mailed to Allina by certified or registered mail at the following address: 167 Grand Avenue, St. Paul, Minnesota 55102, Attention: Susan Long, Vice President. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator or mailed to the city by certified or registered mail in care of City Administrator Scot Simpson at the following address: City of River Falls, 222 Lewis Street, River Falls Wisconsin 54022.

Governing Law. The Agreement is made in and shall be construed under the Laws of the State of Wisconsin.
CITY OF RIVER FALLS

By: _____________________
    Scot Simpson

Its:  City Administrator

ALLINA HEALTH SYSTEM
d/b/a ALLINA HEALTH
EMERGENCY MEDICAL SERVICES

By: _____________________
    Susan Long

Its:  Vice President
Exhibit A
Map of Service Area
Exhibit B

ALLINA BUSINESS ASSOCIATE AGREEMENT

TBD
Administrator’s Report

February 3-14 – Absentee Balloting
February 11, 6:30 p.m. – City Council Meeting
February 12, 6 p.m. – Historic Preservation Commission
February 12, 6:30 p.m. – Housing Authority
February 13, 9 a.m.-4 p.m. – FERC Meeting, City Hall
February 17, 6:30 p.m. – Utility Advisory Board
February 18, 7 a.m.-8 p.m. - Spring Primary and Special Primary for St. Croix County residents
February 19, 5:30 p.m. Parks and Recreation Advisory Board
February 20, 7:30-9 a.m. – State of the City Address, River Falls Golf Course
February 25, 6:30 p.m. – City Council Meeting
March 10, 6:30 p.m. – City Council Meeting

Tuesday’s Council Meeting Preview:
- State of the City Presentation
- Ordinance 2020-04 – Annexing and Rezoning of 1110 W. Maple Street – Second Reading and Disposition
- Ordinance 2020-05 – Amending the Official Traffic Control Map (No Left Turn from Union Street onto N. Main Street) – Second Reading and Disposition
- Resolution Introducing the Vacation of a Portion of River Street Right-of-Way
- Resolution Authorizing the Transition of the Emergency Medical Services to the Allina Health System
- Proclamation Designating May 9, 2020, as “International Migratory Bird Day”

Upcoming Events

February 20, 7:30-9 a.m. – State of the City Address, River Falls Golf Course
City Administrator Scot Simpson will be giving a public presentation of the State of the City address at the Chamber’s Business Breakfast on February 20. If you would like to attend the event as part of the City delegation, please email your RSVP to Marissa Bazey at marissa@RFChamber.com or let Brandt/Kristi know.
**From the Utility – Electric Department**

The electric crew is working on an overhead to underground conversation demonstration project at Clark Street. To the left, is the before photo. Below is the after photo.

- Continued installation of AMI meters
- Serviced tree trimming around service wires and streetlight repairs
- Continued working on the old Power Plant Substation Transformer pad removal from the substation site
- Had small local outages in the Union Street area
- Depot /City Station project: completed the removal of City fiber and continued working on removal of utility poles
- Southfork Substation: installed some underground feeder from UWRF project
- 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
- Replaced utility pole that was hit late last year from an accident on Main Street and Charlotte Street
- Annual inspections on overhead and underground infrastructure found some overhead porcelain cutouts cracking, failing and falling

**From the Utility – Water/Sewer Department**

- All monthly water samples taken and proven safe
- Customers with shallow service lines are now running small amounts of water to prevent a possible line freeze-up:
With this year’s frost line not being very deep, customers might be able to stop running water a bit earlier in the season.

- Preparing for the EAP mandated three-year lead and copper sampling program to the DNR:
  - About 45 customers will have inspections of their piping
  - Report due in June
- Completed yearly water meter 2019 inventory
- 1 service line leak repair due to old galvanized pipes on customer side:
  - 231 Union Street replaced old galvanized line; utility side was copper and in good condition
- Continued installation of AMI meters

From the Utility – Engineering Tech and GIS Mapping

- 1 new home lateral inspection
- 2 water lateral repair inspections
- Four plan reviews (CSM Sterling Ponds Corporate, Sterling Ponds Cottages, 1300 S. Main, DOT-Cemetery Rd project)
- Put plans and contracts together for QUEST and local paper (2020 MH Rehabilitation project - Bid opening for Feb. 27th)
- Finished mapping the 2019 sewer videos, laterals, MH inspections & cleaning
- 95% completion of the 2019 electric mapping
- Updated all ArcGIS online maps
- Assisted USIC on various locates (example: Troy/Pomeroy, Sterling Ponds-Kingston area)

From the Utility – Conservation and Efficiency

- Customer participation in the Green Block program growing; River Falls continues to climb the rankings - Currently 12% customer participation
- Assisted Ezekiel Lutheran Church in research, education and funding sources for solar array to be installed in early 2021
- Met with Assistance Resource Center (ARC), WestCap, Our Neighbors Place (ONP) and Focus on Energy to determine best way to collaborate in easing the energy burden of low-income customers.
- Encouraging customers to save the date for the electronics recycling event on April 18
- Continue to meet with new customers and follow up with existing customers in the New Construction Design Assistance Program
- Mentored UW-Stout student and DEED scholarship recipient who is interested in the utility field
From the Community Development
Planning and Zoning

Current Planning
- 5 predevelopment/inquiry meetings
- Annexation for 1110 W Maple St.
- Development review
  - Wildcat Terrace apartments - SIP
  - 1300 S. Main Street – SIP
  - River Falls Police Department addition – approved
- BOA meeting 1/22/20 for setback variance at 1209 Emily Circle
- Subdivisions – preliminary plat for Sterling Ponds Cottages
- CSMs – 1300 S. Main Street (easements and right-of-way dedication)
- Site inspections /Certificates of Completion Issued - None
- Handle customer inquiries and code enforcement items

Zoning ordinances/map amendments
- Continue work on Shoreland and Shoreland-Wetland Zoning Ordinances
- Prepared area rezoning for January Council

Plan Commission prep – February 4, 2020
- Sterling Ponds Cottages preliminary plat

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

BID Board meeting prep – January meeting canceled due to lack of agenda items

Projects
- Power Plant Project – staff continues to complete research/report drafting and will meet with the City Administrator in February to discuss the next steps.
- Sterling Ponds Park Plan – draft presented to Park and Recreation Advisory Board on January 15, 2020, which voted to forward the Plan to Council with a favorable recommendation. The final plan is scheduled to be considered for adoption by City Council at their February 25, 2020 meeting.
- Campus Corridor Concept project report was presented to Plan Commission at their January 7, 2020, meeting. The project was presented to City Council at their January 28, 2020, meeting.
- 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.
- Kinnickinic 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.

- 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. Staff has met and will soon send a letter to property owners with an updated timeline that includes survey work in spring and construction in fall 2020.

Grants
- Community Development Block Grant – This grant application would be to assist with funding for the Downtown Plan. The application is currently on hold as staff determines the feasibility of completing the plan in 2021.

Building and Inspections

Permitting
- 11 building permits issued for January 2020 (compared to 6 in 2019)
- 2 new home permits issued in January, for a yearly total of 2 (Yearly total in 2019 was 0)
- 1 fence permit issued
- 2 sign permits issued

Inspections
- Montessori School, 421 W. Maple St – Roof drain piping, bathroom plumbing venting and framing inspections
- Westside School, 1007 W. Pine Street – Underground plumbing inspections and framing inspection
- Kinnic Falls ADA, 900 Orange Street – Rough in inspection for two room remodels
- Birchcrest Apts., LLC, 580-588 Birchcrest Drive – final inspection and occupancy granted
- Premier River Falls, LLC, Aberdeen Place – (5) twelve-unit apartment buildings – framing of the first floor has begun on all five buildings

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 the Regional Profile for the City. Both will be presented this winter.
- Mann Valley Preliminary Design – SEH continues their work and this project will be completed by August 2020.
- Staff held a BRE meeting with Amplexor and WC Branham.
- Staff attended the 2020 Corporate Leaders Breakfast
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.

Administration
- Prepared Community Development internal plan
- Begin work on Department staffing options
- Increased networking
- Prepared staff annual review
- Completed staff 1:1 meetings; completed initial meetings with engineering staff
- Participated in Major Development Project Meeting
- Researched and prepared information/memos for the City Administrator

From the Operations

Facilities – Sidewalk snow maintenance around City buildings has been done when needed. Began transition to new Help Desk work request site. Painting, board install, lighting, HVAC maintenance and main customer service counter alteration occurred at City Hall. Assist with event set up. HVAC and lighting maintenance at Library. Review/comment on bid documents for PD addition/renovation. Coordinate roof leak repair at 2815 Prairie Drive. Plumbing, lighting and HVAC maintenance at Public Safety Building.

Public Works: Streets – Public works staff worked intermittently performing snow removal and residential sidewalk clearing inspections. When not working on snow maintenance activities, staff have been assisting with some sign repairs, installations, and removals as well as tree trimming. Scott has been working on some repairs to the Main Street Refuse and Recycling containers.

Public Works: Parks/Forestry – Tree pruning on the east side continues which should be completed in early February. Focus will then shift to the west side of the City near south of Division Street. Updates to the tree inventory have been made, improving upon the accuracy of the tree inventory from the early 2000s. SavATree is in to perform touch up pruning in Glen Park prior to the grand opening in May.

Public Works: Fleet - Continuing work on 2020 equipment acquisitions. Most recently a new Bobcat ToolCat was added which will be used for both winter and summer maintenance, including the watering of the hanging baskets downtown. Some general repairs being made to winter equipment. Staff continue to fine-tune the GPS installation on the snow equipment.
Glen Park Renovation Project – A final pay app has been processed for Ross and Associates. Pavilion furnishings and site amenities are being reviewed and ordered in advance of the May Grand Opening. Work also includes some AV equipment. Phase 2, site related items, are anticipated to finish in Spring 2020 along with the Pool Liner installation.

Projects/Presentations – Preparation will soon begin on Public Works Week activities which includes an annual event for all River Falls 2nd graders. This will mark the fifth year of the event. The event will occur in mid to late May. Staff are also preparing a presentation for the National Snow and Ice Control conference which will be held in Cleveland in April.

Staffing – Some of the final Engineering staff transitions are being done now that Amy has been named to the Community Services Director position. Plans are being made for Seasonal staff with 10-12 being anticipated for this year.

From the Police Department
School Resource Officer Chris Gottfredsen participated in the Chamber of Commerce’s Leadership Government Day regarding school liaison activities. He also fingerprinted all 1st grade students at Rocky Branch, St. Bridget’s, Greenwood, Westside, and Montessori for identification program.

School Resource Officer Bryan Jensen participated in the Chamber of Commerce’s Leadership Government Day regarding school liaison activities. He also gave three presentations regarding vaping to freshman health classes and also a vaping presentation to high school parents.

Several Police staff participated in training opportunities in January.

From the Fire Department
In January 2020, we responded to a total of 24 fire calls, which compares to 37 calls for the same period last year. 2020 - YTD Total = 24; 2019 - YTD Total = 37

Fire Department Annual Banquet was held on Saturday, January 18. Evan Larsen, a Battalion Chief and 18-year member of the department received “2019 Firefighter of the Year” award. Gene McKahan and Gary “Stump” Eloranta received their 45 years of service pins. Troy Malmer, Mike Moody, Bill Cernohous and Ed Nicholson received their 30 years of service pins.

Administrator’s Coming and Goings
- Staff 1:1s • Council 1 on 1s • Rural Community Placemaking Tour • Executive Team • Chamber Annual Dinner
MEMORANDUM

TO: Mayor Toland and City Council

FROM: Karen Bergstrom, Human Resources Director

DATE: February 11, 2020

TITLE: City Administrator 360 Performance Review

BACKGROUND
In 2018, the contract with City Administrator Simpson was updated to a five-year term from May 1, 2018, through May 1, 2023. Included in the contract is a requirement for an annual review by the City Council before May 1 of each year. Following the review, the Council may determine any changes to annual compensation or other benefits.

DISCUSSION
A 360-performance review is completed every year with the Mayor and Council members and Administrator Simpson’s direct reports with review and discussion by the Mayor and Council members. It has been beneficial to include the additional feedback from community members and other City employees and this group has been added to the survey list every five years. The review schedule in 2019 included the expanded group.

Resolution 6335 dated January 22, 2019 (see attached), describes the current performance review process and committee members appointed to bring forth the evaluation and recommendation to the full Council for discussion and action.

A committee comprised of Mayor Toland, Alderpersons Odeen and Morrissette, has reviewed the results in the past and made a recommendation to the full Council.
Next Steps
Survey Monkey has been the method used to complete the evaluations, the proposed timeline would be as follows:

- **January 31**: Send out survey to Mayor and Council members and direct reports
- **February 13**: Surveys completed
- **February 24-March 6**: Approximate dates for committee meeting regarding survey results
- **March 24**: Council meets in closed session regarding performance review
- **April 14**: Council approves contract changes in regular session

Please feel free to contact me if you have any questions about the proposed schedule. Resolution 6335 is attached for your information.
RESOLUTION NO. 6335

RESOLUTION APPROVING CITY ADMINISTRATOR 360 PERFORMANCE REVIEW PROCESS

WHEREAS, City Administrator Scot Simpson is under contract with the City through May 1, 2023; and

WHEREAS, the Mayor and City Council have conducted a performance review every year; and

WHEREAS, every five years the performance review includes community members and selected non-direct reports in addition to the Mayor and City Council and direct reports; and

WHEREAS, an evaluation survey will be prepared, and results compiled for review by an evaluation committee comprised of the Mayor and Alderpersons Odeen and Morrissette; and

WHEREAS, results of the evaluation and recommendation of the evaluation committee will be brought to the full Council for discussion and action.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby support the City Administrator 360 performance review process as presented.

Dated this 22nd day of January 2019.

ATTEST:

Amy White, City Clerk

Dan Toland, Mayor