

# City of River Falls Business Improvement District

---



## AGENDA

October 12, 2021 at 8:30 a.m.  
City Hall – Foster Conference Room  
222 Lewis Street River Falls, WI 54022

### CALL TO ORDER

### APPROVAL OF AGENDA/MINUTES

August 10, 2021 BID Meeting Minutes

### FINANCIAL REPORT

### OTHER BUSINESS

Grant application for Bo Jon's Sign and Facade  
Special Events

### ADJOURN

Next Meeting: November 9, 2021 8:30 a.m.

**NOTE:** Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials to be in an accessible location or format, may contact City Clerk Amy White at (715) 426-3408 or in person at 222 Lewis Street, for accommodations. Requests for accommodations should be made at least three (3) business days in advance of the meeting. Every effort will be made to arrange accommodations.

## MINUTES

August 10, 2021 at 8:30 a.m.  
Foster Conference Room – City Hall  
222 Lewis Street River Falls, WI 54022

**Members present:** Joleen Larson, Mike Miller, Amy Halvorson, Kerri Olson, Terry McKay

**Members Absent:** Mike Pepin, Russ Korpela, Heidi Hanson

**Others present:** Brandt Johnson

**CALL TO ORDER**– Joleen Larson called the meeting to order at 8:36 a.m.

### Agenda/Meeting Minutes

Minutes from 7-13-2021 were reviewed. M/S McKay/Miller to approve minutes. Unanimous.

### Financials

Kerri Olson said that they have paid to fix the vet shop mural. Joleen Larson said that a bill for plant plugs will be coming soon. Brandt Johnson mentioned that the BID website needs to be updated as it is out of date.

### Veterans Park Bench

Larson said the bench that was donated by CAB and is utilized as the bandstand storage at Veterans Park is in need of replacement. It has been eaten away by termites and age. Work has been done on the bench already and it is completed.

Larson said CAB paid \$2,200 out of its artist emergency fund and got \$2,600 in donations and are roughly short \$2,500. Terry McKay said Rotary would give CAB \$1,500 towards the bench and mentioned that Mayor Toland would see if the City could provide the remaining funding.

M/S Miller/Halvorson to approve \$1,200 to give money to CAB's artist emergency fund. Unanimous.

### Art Canvas under Maple Street Bridge

Larson said they would get a hold of the teacher who previously was overseeing this project. Amy Halvorson said that she would reach out to the teacher to get this jump started again.

### Art on the Kinni

Larson said that since Russ Korpela was not at the meeting today, this subject would not be discussed at the meeting. Art on the Kinni is Sept. 11.

### Bacon Bash

Larson said that since Russ Korpela was not at the meeting today, this subject would not be discussed at the meeting. Bacon Bash will be Sept. 18-19.

### **Halloween**

Larson said that since Russ Korpela was not at the meeting today, this subject would not be discussed at the meeting.

### **Ladies Night Out**

Larson said that since Russ Korpela was not at the meeting today, this subject would not be discussed at the meeting.

### **Chili Crawl**

The group discussed if the event is still planned for this year or not. Larson asked if BID budgets money for this event and Olson said there was some advertising dollars utilized last year. Olson said money has not been paid out this year for the Nov. 26 event. Larson asked if BID should sponsor the event this year and McKay said that it would be a good idea to do so.

### **2022 Budget review**

Larson said the 2022 budget is not really changing from the current budget. It is proposed to be \$44,500, the same as the 2021 budget.

M/S Miller/McKay to approve \$44,500 for the 2022 BID Board Budget. Unanimous.

### **2022 BID Assessment**

The group decided that this was not a good year to increase the BID Assessment this year due to the pandemic continuing still.

M/S Halvorson/McKay to approve \$44,500 for the 2022 BID Assessment. Unanimous.

### **Next Meeting**

The next meeting will be held September 14, 2021.

### **ADJOURNMENT**

M/S Miller/McKay to adjourn; unanimous vote at 9:23 a.m.

## Pending BID Obligations

### Grants approved by BID

<u>Date approved</u>	<u>Entity receiving grant</u>	<u>Use of grant money</u>	<u>Amount granted</u>
4/13/2021	Broz	façade grant	\$ 6,000.00
<b>Total to date:</b>			<b>\$ 6,000.00</b>

### Operating Expenses as outlined in "BID Board 2021 Budget"

PO Box service fee	\$ 64.00
Misc. printing, postage & supplies	\$ 500.00
Website maintenance	\$ 500.00
<b>Total to date:</b>	<b>\$ 1,064.00</b>

### Special Projects as outlined in "BID Board 2021 Budget"

<u>Explanation of special project</u>	<u>Estimated amount BID will contribute to project</u>
Main Street flowers / hanging baskets	\$ 2,800.00
Second Street gardens	\$ 200.00
Main Street benches/trash bins	\$ 2,400.00
River Dazzle parade sponsorship	\$ 6,000.00
Building mural projects/Heritage Park sign (continuing maintenance)	\$ 500.00
<b>Total to date:</b>	<b>\$ 11,900.00</b>

### Projects – funds set aside for Main Street projects

<u>Explanation of one-time budgeted item</u>	<u>Date approved</u>	<u>Amount approved</u>
Large Main Street projects (\$2,500 in 2018; \$2,500 in 2019; \$2,500 in 2020; \$2,500 in 2021)	08/14/2018	\$ 10,000.00
Building mural project (partner with RFHS) (\$2,500 in 2020; \$2,500 in 2021)	09/10/2019	\$ 5,000.00
<b>Total to date:</b>		<b>\$ 15,000.00</b>

### Summary of BID Obligations

Pending Grants approved by BID:	\$ 6,000.00
Operating Expenses:	\$ 1,064.00
Pending Special Projects:	\$ 11,900.00
Pending One-Time Budgeted items:	<u>\$ 15,000.00</u>
Total pending BID obligations:	\$ 33,964.00

<b>Balance in checking account as of 9/30/2021:</b>	<b>\$ 63,683.12</b>
<b>2021 pending obligations:</b>	<b><u>\$ 33,964.00</u></b>
<b>Funds available for grant requests:</b>	<b>\$ 29,719.12</b>

## 2021 BID Receipts & Disbursements

Checking Account balance forward as of December 31, 2020:   \$ 46,078.96

<u>Date</u>	<u>Type</u>	<u>Check #</u>	<u>Project or Charge/Use</u>	<u>Amount</u>	<u>Balance</u>
01/12/2021	Debit	2928	River Falls Chamber / 2020 River Dazzle	- \$ 2,000.00	\$ 44,078.96
01/12/2021	Debit	2929	River Falls Chamber / love local campaign	- \$ 500.00	\$ 43,578.96
02/17/2021	Debit	e-check	Dept of Financial Institution / annual report	- \$ 10.00	\$ 43,568.96
02/19/2021	Debit	2930	River Falls State Bank / cash to purchase cards	- \$ 5,100.00	\$ 38,468.96
02/22/2021	Debit	2931	West Bend Mutual Ins. Co./liability insurance	- \$ 546.00	\$ 37,922.96
02/22/2021	Credit		February 2021 Tax Settlement funds	+ \$42,000.00	\$ 79,922.96
02/24/2021	Debit	2932	Sara Filarsky (Laundry Room)/façade grant	- \$ 6,000.00	\$ 73,922.96
03/16/2021	Debit	2933	Matt & Stephanie Johnson / sign grant	- \$ 1,000.00	\$ 72,922.96
04/21/2021	Debit	2934	Eckert's Greenhouse / supplies for baskets	- \$ 123.76	\$ 72,799.20
04/27/2021	Debit	2935	Pearson Florist / gift card basket	- \$ 80.00	\$ 72,719.20
04/27/2021	Debit	2936	Community Arts Base / music in park	- \$ 1,000.00	\$ 71,719.20
05/27/2021	Debit	2937	UWRF Greenhouse / 2 <sup>nd</sup> St gardens	- \$ 262.00	\$ 71,457.20
05/27/2021	Debit	2938	Barnyard Botanicals / 2 <sup>nd</sup> St gardens	- \$ 1,028.62	\$ 70,428.58
06/11/2021	Debit	2939	Pearson Florist / hanging baskets	- \$ 2,800.00	\$ 67,628.58
06/16/2021	Debit	2940	Cedar Hill Greenhouse / hanging baskets	- \$ 2,100.00	\$ 65,528.58
07/09/2021	Debit	2941	David Markson / mural updating	- \$ 500.00	\$ 65,028.58
08/10/2021	Debit	2942	Community Arts Base / artist emergency fund	- \$ 1,200.00	\$ 63,828.58
08/17/2021	Debit	2943	Eckert's Greenhouse / supplies for baskets	- \$ 75.46	\$ 63,753.12
09/23/2021	Debit	2944	US Postal Service / PO Box rental fee	- \$ 70.00	\$ 63,683.12

**River Falls Main Street BID Board  
Façade & Sign Grant Application**

Owner's Name: Main Street Properties Phone #: 601-210-6544  
 Applicant/Agent's Name: Toni Cadwallader  
 Business/Building: \_\_\_\_\_  
 Address of Project: 222 N Main St  
 Daytime Phone: 715-425-1522 Fax: \_\_\_\_\_  
 Email: tonicadwallader@4th.net

1. Project Description: Redo outside sign - Painted Bldg.  
Replace Building Lights \*Already done
2. Goal of Project: update sign, update Bldg
3. Project Time Frame: \_\_\_\_\_
4. Estimated Cost of Project 19,000

5. Grant Amount Requested

Signs & Awnings	\$9,000
Building Façade & Exteriors	\$10,000
Total	\$19,000

6. Have you contacted the City of River Falls and received approval from the Community Development Department or Design Review Committee? YES / NO
7. Name of your Architect, Designer, and Contractor: (if applicable) \_\_\_\_\_
8. Certificate of Insurance (with the City of River Falls as a notified party) must be obtained and submitted before the project is started, with a minimum liability limit of \$300,000.

**The application must be completed and signed. ALL related documentation must be submitted prior to consideration.**

I understand and agree to comply with all applicable codes, conditions of the Grant Agreement and conditions of approval. I certify that the above and attached information is accurate.

Applicant Signature: Toni Cadwallader Date: \_\_\_\_\_  
 Print Name: T. Cadwallader

For City and BID use:  
 Date complete application received: \_\_\_\_\_  
 City or DRC approval date: \_\_\_\_\_  
 BID Board approval date: \_\_\_\_\_ Amount Approved: \$ \_\_\_\_\_  
 Conditions of Grant Approval: \_\_\_\_\_



1680 99th Lane NE, Suite C  
Blaine, MN 55449  
(763) 785-7968

*Project:* Bo Jon's Flowers (River Falls, WI) - Pylon Update      *Proposal Date:* 05/25/2020  
*Proposal To:* Toni      *Salesperson:* James Knight 763-301-9898  
*Phone:* 715.425.1522      *Job Address:* 222 N Main St, River Falls, WI 54022  
*Email:* bojonsflowers@yahoo.com      *Billing Address:* 222 N Main St, River Falls, WI 54022

Electro Sign and Design, LLC. Proposes to furnish all labor and material as needed to complete the following scope of work:

- Exterior Pylon Sign 9'6" x 8'  
Removal / Disposal Existing Faces  
Supply / Install  
(2) 72" x 96" (2) 40" x 96"  
Flat White Solar Grade Polycarbonate / Vinyl Graphics (First Surface)  
Divider Bar Retainer  
\$4,510.00
- Exterior Pylon Sign 9'6" x 8'  
Remove Ho Lamps & Ballasts (Recycle)  
Supply / Install  
High-Output White Led (Keystone 5yr Factory Warranty)  
\$1740.00 \*If purchased with faces
- Exterior Reader Board 4' x 8'  
Supply / Install  
(2) 4' x 8' Faces  
Flat White Solar Grade / Changeable Copy Track  
\$1,095.00 \*If purchased with faces
- Exterior Reader Board 4' x 8'  
Remove Ho Lamps & Ballasts (Recycle)  
Supply / Install  
High-Output White Led (Keystone 5yr Factory Warranty)  
\$895.00 \*If purchased with faces

- Exterior Pylon Sign 9'6" x 8'  
Paint Pole / Cabinet  
\$340.00 \*If purchased with faces

Total bid price: \$8,580.00

Notes:

- Sign Permit(s), Electrical Permit(s), and Office Staff fees are not included in bid price.
- Permit application will be submitted upon receipt of signed proposal & down payment.
- Production of project will begin after all permit(s) are approved from the city officials.
- Bid does not include final primary electrical connection unless otherwise noted.
- No private locates included unless otherwise noted.
- No solid or excess rock encounters included.
- No excessive dewatering included.
- No premium hours included unless otherwise noted, all work is to be performed on straight time, regular hours.
- Electro is not responsible for damages to existing utilities, private underground wires, sprinkler lines, etc. that have not been located by the client.
- **Terms: 50% down; balance due upon completion.**

*I accept the prices, terms; conditions and or specifications listed here, and hereby authorize Electro Sign and Design, LLC. to perform the work as specified. I have read and accept the terms and conditions page (Exhibit A).*

Authorized signature from Electro Sign and Design:

Authorized signature from Customer:

\_\_\_\_\_  
Note: This proposal may be withdrawn by Electro Sign and Design, LLC. if not accepted in 30 days from proposal date listed above.

\_\_\_\_\_  
Customer signature

\_\_\_\_\_  
Date accepted



**TERMS AND CONDITIONS OF SALE  
EXHIBIT A**

In accordance with the usage of trade, assent to the terms and conditions set forth below shall be conclusively presumed from acceptance of all or any part of the sign(s) ordered. All proposals, negotiations, and representations, if any, regarding this transaction made prior to the date of this acknowledgment are merged herein.

**PAYMENT.** Unless stated differently on the face of the invoice, terms are net thirty (30) days from the date of the invoice on approved credit. All invoices not paid within thirty days of invoice shall be subject to interest which shall accrue at the rate of 1.5% per month (18% annually), or the maximum rate allowed by law, whichever is less. Customer shall have no right of set off to Electro Sign and Design in satisfaction of any claims asserted against Electro Sign and Design by customer. Electro Sign and Design may at its sole discretion alter or suspend credit.

**TITLE AND OWNERSHIP.** The sale of the sign to customer constitutes a cash sale and title to and ownership of the sign purchased under this agreement shall pass to customer upon Electro Sign and Design's receipt of payment in full for the sign. Electro Sign and Design shall retain all right, title and interest in the sign until customer's cash payment is received or its check honored, despite Electro Sign and Design's delivery and customer's possession of the sign. All artwork or designs that are created by Electro Sign and Design shall continue to be owned by Electro Sign and Design and customer may not use the artwork or designs without Electro Sign and Design's written permission. Without limiting the generality of the foregoing, customer may not reproduce or copy any artwork or design or transfer, assign, sublicense, loan, disclose or otherwise make available all or any portion of such artwork or design to any other person or entity, without the prior express written consent of Seller.

**REMEDIES.** If Electro Sign and Design determines, in its sole discretion, that customer is in default under any of its obligations under this agreement, Electro Sign and Design, with or without notice to customer, shall have the right to use and customer hereby consents to the use of any of the following remedies, concurrently or separately, without election of remedies being deemed to have been made: (a) Electro Sign and Design may enter upon customer's premises and without any court order or other process of law may repossess and remove the sign, with or without notice to customer; customer hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling; customer further expressly consents to Electro Sign and Design's entry of the premises; (b) Electro Sign and Design may require customer to return the sign in good repair, by delivering the sign packed and ready for shipment, to such place as Electro Sign and Design may specify; (c) Electro Sign and Design may cancel or terminate this agreement and may retain any and all prior payments made by customer; (d) Electro Sign and Design may declare all sums due and to become due under this agreement immediately due and payable, without notice or demand to customer; (e) if the sign is permanently affixed to real property, customer acknowledges and agrees that the sign shall constitute a lienable permanent improvement and Electro Sign and Design may file a mechanic's lien on the improved real property for labor and material provided; or (f) Electro Sign and Design may pursue any other remedy available at law, by statute or equity. No single or partial exercise by Electro Sign and Design or any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy. If Electro Sign and Design hires an attorney who is not a salaried employee to collect what is owed under this agreement or to regain possession of the sign, customer agrees to pay Electro Sign and Design's reasonable attorneys' fees and costs incurred therein.

**CUSTOMER'S REPRESENTATIONS AND WARRANTIES.** If Customer has entered into this agreement as a business entity and not as an individual, customer represents, warrants and certifies that it is a business duly organized validly existing and in good standing and is licensed or qualified to transact business under the laws of the State of Minnesota. Customer further represents, warrants and certifies that it has all requisite power and authority to carry on its business, including authority to execute and deliver and to perform all of its obligations under this agreement. In the event that customer breaches this warranty, the individual who has executed this agreement shall be solely liable to Electro Sign and Design for all of customer's obligations hereunder.

**ELECTRO SIGN AND DESIGN WARRANTIES.** Electro Sign and Design agrees to warrant all sign(s) in accordance with the terms of its standard warranty for each sign, as modified from time to time in Electro Sign and Design's sole discretion. Electro Sign and Design's sole obligation to customer shall be limited to the repair or replacement of the sign, at Electro Sign and Design's option, of defective products returned to seller at the sole expense of buyer or initial retail purchaser. THE FOREGOING REMEDIES ARE EXCLUSIVE. SELLER MAKES NO OTHER EXPRESS WARRANTY. SELLER DISCLAIMS, AND BUYER WAIVES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**ELECTRO SIGN AND DESIGN LIABILITY.** In no event shall Electro Sign and Design's liability for breach under this agreement exceed the amount of the invoice price of the sign sold or the services provided. Electro Sign and Design shall not have any obligation or liability to customer for any incidental or consequential damages whatsoever sustained or alleged to have sustained by customer (including any expenses incident thereto), arising out of or related to these terms and conditions. The "consequential damages" shall be deemed to include the following; loss of use, revenue, income, or anticipated profits; loss of sign, materials or property handled or processed with the use of the sign; and damage to, loss or destruction of property.

**EFFECT OF AGREEMENT.** All rights of Electro Sign and Design shall inure to the benefit of its successors and assigns, and all obligations of customer shall bind customer's heirs, legal representatives, successors and assigns. If there is more than one customer, obligations of such customers shall be joint and several.

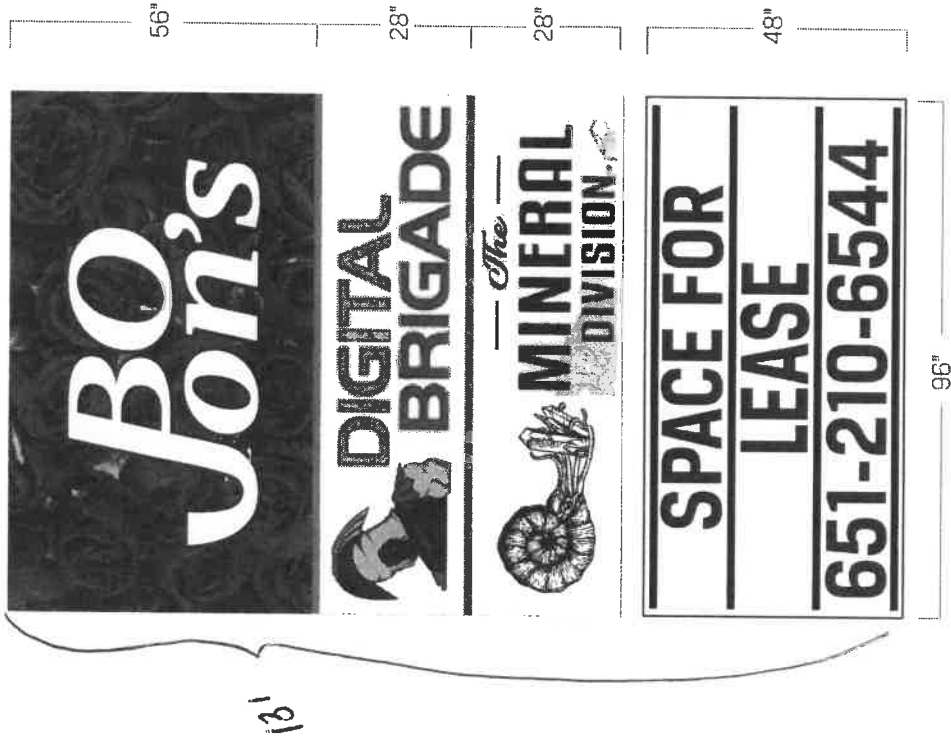
**MISCELLANEOUS.** If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this agreement, the affected provisions shall be considered amended to conform thereto, but all other provisions hereof shall remain in full force and effect. The laws of Minnesota shall govern over the terms of this agreement. The exclusive jurisdiction for the resolution of any and all disputes between the parties shall be the State or Federal Courts located in Hennepin County, Minnesota. This writing is the full and complete agreement between the parties. Any modifications of this agreement must be made in writing and executed by both parties. Waiver by Electro Sign and Design of breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.

Initial : \_\_\_\_\_

**Front View Schematic**



**Design**



**Color Key**

Digital CMYK

**MAIN CABINET**  
 - White Polycarbonate Panels  
 - Vinyl Graphics Applied First Surface  
 - Gray Dividers

Replace Reader Boarder

**Sign off**  
 Client Approval Required  
 Approve   
 Change   
 YOU MUST SIGN AND DATE BEFORE PRE-PRODUCTION RELEASES TO PRODUCTION

**REVIEW CAREFULLY, THIS REFLECTS FINISHED PRODUCT**  
 Please approve, sign and return by: \_\_\_\_\_  
 If approval or resub information is not received by due date, the production schedule for your order may change which will affect your ship date.

**Prepared For:** BO Jon's  
**Project Name/#:** Pylon  
**Sales Rep:** James Knight  
**Rendering #:** 1

**PRODUCTION QUESTIONS? PLEASE CONTACT YOUR SALES REPRESENTATIVE**

This is an original unpublished design, created by Electro Signs and Design, LLC. It is submitted for your personal use in connection with the project being planned for you by Electro Signs and Design, LLC. It is not to be shown to anyone outside of your organization, nor is it to be used, reproduced, copied, or exhibited in any fashion without the written permission of Electro Signs and Design, LLC. All or any part of this design (except registered trademarks) remain the property of Electro Signs and Design, LLC. An Artwork Design fee of \$1,000.00 will be charged for this Design if used without permission from Electro Signs and Design, LLC.

**ELECTRO SIGNS AND DESIGN, LLC**

**763.785.7968**  
 ElectroSignDesign.com

**DESIGN • MANUFACTURE • INSTALL • REPAIR • INTERIOR & EXTERIOR SIGNAGE**  
 1680 99th LN NE • Suite C • Blaine, MN 55449 • (Office) 763.785.7968 • ElectroSignDesign.com