



**COMMON COUNCIL AGENDA  
February 24, 2026**

The public may view/listen to the meeting by:

- In person: River Falls City Hall 222 Lewis Street
- Calling Toll Free 1-844-992-4726, access code: 2634 284 2088
- Visiting the web link: <https://tinyurl.com/RFPC022426>
- Viewing the City's YouTube Channel: <https://www.youtube.com/user/cityofriverfalls>

Call Meeting to Order – 6:30 p.m.

Pledge of Allegiance

Roll Call

Approval of Minutes – February 10, 2025, Council Meeting

Approval of Bills:

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

**PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS**

1. Public Comment

*If you are unable to attend the meeting in person but would like to submit a public comment, please e-mail to the City Clerk's office ([awhite@rfcity.org](mailto:awhite@rfcity.org)).*

**PUBLIC HEARING**

2. Second Reading and Disposition: Ordinance 2026-01 An Ordinance Amending Title 17 Zoning, Chapters 17.04 and 17.08 (accessory Dwelling Units)
3. Second Reading and Disposition: Ordinance 2026-02 An Ordinance Amending Title 17 Zoning, Chapters 17.04, 17.08, 17.20, 17.24, 17.28, 17.64 and 17.73 (Multifamily Spatial Standards, Amenity and Open Space)
4. Second Reading and Disposition: Ordinance 2026-03 An Ordinance Amending Title 17 Zoning, Chapters 17.04, 17.08, 17.20, 17.24, 17.28 and 17.104 (Code Clarification)
5. Second Reading and Disposition: Ordinance 2026-04 An Ordinance Amending Title 17 Zoning, Chapters 17.08.020 (Driveway Width)
6. Second Reading and Disposition: Ordinance 2026-05 An Ordinance Amending Title 17 Zoning, Chapters 17.20, 17.24, 17.28, 17.44, 17.48 and 17.80 (Single Family, Multi-Family and Industrial Parking Standards)
7. Second Reading and Disposition: Ordinance 2026-06 An Ordinance Amending Title 17 Zoning, Chapters 17.04 and 17.08 (Shade Structures)
8. First Reading: Ordinance 2026-07 An Ordinance Creating Chapter 10.20 Regulating Bicycle Use on Sidewalks in the Downtown Area
9. First Reading: Ordinance 2026-08 An Ordinance Amending the Towing of Parked Vehicles Section of the Parking Control Map
10. First Reading: Ordinance 2026-09 An Ordinance Creating Chapter 10.22 Regulating the Operation of All-Terrain Vehicle, Utility Terrain Vehicles, and Off-Highway Motorcycles
11. First Reading: Ordinance 2026-10 Rezoning Property at the Southwest Corner of St. Croix and Summit Streets from I-1 Industrial to B-3 Highway Commercial

**CONSENT AGENDA**

12. Acknowledgement of the following minutes:
  - a. Plan Commission – 1/06/26
  - b. Parks and Recreation Advisory Board – 01/21/26
  - c. Utility Advisory Board – 10/20/25

13. Resolution Approving a Contract with Olson and Nesvold Engineers to Prepare Construction Documents for the 2026 Swinging Bridge Rehabilitation
14. Resolution Approving Contract for Traffic Signal System Study
15. Resolution Approving the Purchase of a Bandit 18XP Wood Chipper from Brooks Tractor
16. Resolution Approving the Planned Unit Development (PUD) Specific Implementation Plan (SIP) for a 45-Unit Single-and Two-Family Development (Wildflower Meadows)
17. Resolution Approving the Final Plat for Wildflower Meadows Subdivision
18. Resolution Approving Development Agreement with Stellerie Bop, LLC
19. Resolution Approving Purchase Agreement with Stellerie Bop, LLC
20. Resolution Approving Temporary No Parking Designation on Elm Street and Second Street Due to Fire Station Build/Renovation Project
21. Resolution Approving the Purchase of Computers, Printers and Equipment from Dell Technologies for the Library.

## **REPORTS**

22. Administrator's Report
23. Mayor's Good News Report

## **ADJOURNMENT**

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 accommodation should be made at least three (3) business days in advance of the meeting. Every effort will be made to arrange accommodation.

*Posted at City Hall on 2/12/26; Published 2/18/26; Website 2/19/26*



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

**February 10, 2026**

Mayor Toland called the meeting to order at 6:30 p.m.

**City Council Members Present:** Todd Bjerstedt, Jeff Bjork, Nick Carow, Sean Downing, Scott Morrissette, Diane Odeen, Michael Page

**Staff Present:** City Administrator Scot Simpson; Community Services Director/City Clerk Amy White; City Attorney Chris Gierhart; Deputy Police Chief Matt Kennett; Utility Director Kevin Westhuis; Community Development Director Amy Peterson; Chief of Staff Jennifer Smith; Senior Planner Harley Melhorn; Assistant Director of Community Development Emily Shivley; Planning Intern Anna Shakel; IT Specialist Jonathan Thoen

The pledge of allegiance was said.

**APPROVAL OF MINUTES:**

January 27, 2026 meeting minutes

**MSC Morrissette/Bjerstedt to approve the minutes. Unanimous.**

**APPROVAL OF BILLS:**

**MSC Bjerstedt/Downing moved to approve the bills. Unanimous.**

Mayor Toland provided an immigration enforcement update and explained the practices of the River Falls Police Department.

**PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:**

Austin Mahanke – Mahanke introduced himself as a candidate for alderperson at large and provided his contact information.

Dana Linscott – Linscott expressed his concerns with public safety and police misconduct.

**PUBLIC HEARING:**

**At 6:35 p.m., the mayor recessed into a Public Hearing for the first reading the following ordinances:** Ordinance 2026-01 An Ordinance Amending Title 17 Zoning, Chapters 17.04 and 17.08 (accessory Dwelling Units), Ordinance 2026-02 An Ordinance Amending Title 17 Zoning, Chapters 17.04, 17.08, 17.20, 17.24, 17.28, 17.64 and 17.73 (Multifamily Spatial Standards, Amenity and Open Space), Ordinance 2026-03 An Ordinance Amending Title 17 Zoning, Chapters 17.04, 17.08, 17.20, 17.24, 17.28 and 17.104 (Code Clarification), Ordinance 2026-04 An Ordinance Amending Title 17 Zoning, Chapters 17.08.020 (Driveway Width), Ordinance 2026-05 An Ordinance Amending Title 17 Zoning, Chapters 17.20, 17.24, 17.28, 17.44, 17.48 and 17.80 (Single Family, Multi-Family and Industrial Parking Standards), Ordinance 2026-06 An Ordinance Amending Title 17 Zoning, Chapters 17.04 and 17.08 (Shade Structures)

Senior Planner Harley Mehlhorn provided a presentation that outlined each amendment. He explained the Comprehensive Plan guidance and data analysis followed in making the recommendations.

**Mayor Toland asked if anyone had comments about the proposed ordinances. With no questions, Mayor Toland moved back into Open Session at 6:58 p.m.**

Councilmember Downing asked why the recommendation for amenities would be with the developer instead of the Plan Commission or Park Board. Senior Planner Mehlhorn indicated it's due to development timing, clarifying the multifamily performance standards for amenities that will be included in the ordinance will allow, during project review, assurance it is either on the list or at the quality of what's on the list.

Councilmember Bjerstedt expressed concerns about the accessory dwelling units and how it may impact the sale of the property once built or becoming used as a rental unit.

Councilmember Morrissette indicated this is an impactful change on how the city reviews developments. He talked about the missing middle and how it impacts neighborhood. He has density concerns and how it affects public works and public safety. He talked about market trends over the years and what it might be like in years to come. He indicated he is not in favor of updating the driveway widths to allow for larger space at the curb.

Councilmember Odeen asked if the proposed amendment would prohibit developers from building larger homes on larger lots. Senior Planner Mehlhorn affirmed.

Councilmember Page said the recommended amendment will help with decision making as they are more straightforward.

Councilmember Bjork expressed his concerns with the trend of smaller lots and how it will change what River Falls esthetics.

Councilmember Bjerstedt asked if there is a dollar amount attached to the missing middle housing. Senior Planner Mehlhorn explained that while staff have started to do the analysis, they have not done a direct economic analysis to provide that information. He indicated, however, staff now has the tools to map on the city's rentals, multiplexes, missing middle, and home age. Councilmember Bjerstedt reminded that density equals dollars.

Councilmember Downing shared he has encouraged staff to work on accessory units, missing middle housing, updates to setbacks and zoning that specifically met the city's comprehensive plan. He agrees the amendments meet the States' guidelines for functionality and appreciates the work done in meeting the communities' needs for affordable housing.

Administrator Simpson provided information on the cost of replacement on an expanded driveway and what policy options the Council could make.

**CONSENT AGENDA:**

Resolution No. 7050 Approving Award for 2026-2028 Electric Distribution and Transmission Line Clearance Tree Service Contract

**MSC Morrissette/Bjerstedt to approve the remaining Consent Agenda. Unanimous.**

**REPORTS**

Comptroller Report

General Fund revenues through the end of January were \$2,132,279 or 14.8% of total budgeted revenues for the year. Revenues in January included \$1.6 million in general property taxes, \$10,120 in zoning fees, and \$8,200 in building permits. Expenditures through the end of January were \$1,028,048, or 7.1% of total budget expenditures for the year. As of January 31, 2026, net revenues over expenditures were \$1,104,231.

Administrator's Report

Administrator Simpson provided some additional information pertaining to the middle housing referenced in Senior Planner Mehlhorn's presentation. He indicated staff would provide additional information to Council with a better definition and how it relates to River Falls.

Mayor's Good News Report

Mayor Toland reminded everyone that the State of City is on March 3 at Tattersall beginning at 7:30 a.m.

**CLOSED SESSION**

**At 7:23 p.m., MS Morrissette/Downing move to Recess into Closed Session per Wisconsin State Statutes §19.85(1)(e) for the following purposes: "conducting other specified public business, whenever competitive or bargaining reasons require a closed session, to wit: discussion and consideration regarding the sale and development of City property in the Mann Valley Corporate Park". Mayor Toland asked for a roll call vote which passed 7-0.**

**RECONVENE INTO OPEN SESSION**

**At 7:47pm, MSC Morrissette/Odeen to move back into Open Session. Unanimous.**

**MSC Bjerstedt/Page move to adjourn at 7:48 p.m. Unanimous.**

Respectfully submitted,

Amy White, Community Services Director/City Clerk



**MEMORANDUM**  
**UPDATED FOR FEBRUARY 24, 2026**

**TO:** Mayor Toland and City Council

**FROM:** Harley Mehlhorn, Senior Planner

**DATE:** February 24, 2026

**RE:** **SECOND READING AND DISPOSITION OF PROPOSED ORDINANCE AMENDMENTS TO TITLE 17 – ZONING, CHAPTERS 17.04, 17.08, 17.20, 17.24, 17.28, 17.44, 17.48, 17.64, 17.73, AND 17.80; THE PURPOSE OF WHICH IS TO IMPLEMENT THE COMPREHENSIVE PLAN HOUSING AND LAND USE CHAPTERS INCLUDING CHANGES TO RESIDENTIAL DEVELOPMENT PERFORMANCE STANDARDS; PARKING REQUIREMENTS; ALLOWING FOR ACCESSORY DWELLING UNITS; CLARIFYING DEFINITIONS; AND ADDING AN EXPIRATION OF SITE PLAN APPROVAL.**

---

**RECOMMENDED ACTION**

Adopt ordinances amending Title 17 of the City of River Falls Municipal Code **with the exception of Ordinance 2026-XX “Driveway Width” which is recommended to be tabled until the March 10, 2026 City Council meeting** (see discussion starting on page 6 of this memo).

**BACKGROUND**

This memorandum outlines proposed ordinance amendments designed to bring the zoning code into conformance with the intent of the Comprehensive Plan. The 2023 Comprehensive Plan set forth policy guidance for future development in River Falls, placing an emphasis on addressing housing demand, which is a concern at local, regional, and national scales. While the Comprehensive Plan provided numerical benchmarks for density, it also stressed efficient use of infrastructure, a diversity of housing types (including accessory dwelling units and “missing middle” housing), and affordability as core goals for future residential development.

After gathering more data on existing housing and new development proposals, staff is recommending changes to lot area, setbacks, and density for residential neighborhoods to better align with the Comprehensive Plan and reflect the development patterns found in River Falls' housing stock, particularly where missing middle housing has already taken root, and with current and future development trends. An exhibit is attached to this memorandum that illustrates existing density within the City to illustrate where missing middle housing has already been historically implemented (missing middle housing typically refers to residential buildings with three- to four dwelling units).

In addition to the need to update density and development standards, the current Zoning Code hasn't had many significant changes since the 1970's. This has resulted in a code that, while functional, has proven difficult to administer and has not kept pace with current and emerging

issues. These proposed phase-one code amendments, while not a major structural overhaul, seek to clarify the existing code in ways that make it easier to administer and interpret, especially in light of the other changes to residential development standards.

The proposed updates for this phase 1 include:

- The creation of a new section permitting accessory dwelling units (ADUs)
- Revisions to density and spatial standards (lot size; setbacks) within R1, R2, R3, and MHP districts
- New open space and amenity requirements for multifamily development
- Clarification of contradictory provisions and definitions
- Residential driveway width changes to better address properties with three-car garages
- Update of residential parking requirements
- Applying the parking standards from the Corporate Park zoning district to other Industrial zoning districts (I-1 and I-2)
- Addressing and defining shade structures on residential properties

The items above were chosen under three criteria, those being: direct applicability to a goal of the Comprehensive Plan; alignment with contemporary market conditions; and relative ease of implementation. For this first phase of ordinance amendments, the goal is to address the majority of common friction points with development and allow for more residential development that meets the goals, character, and vision of the community as defined in the Comprehensive Plan. The majority of the updates proposed in this phase can be traced to direct Comprehensive Plan guidance, whether verbatim or derived from intent statements.

Future phases of ordinance amendments may follow which will seek to further align the code and the policy vision of the Comprehensive Plan. Future phases may include:

- Propose changes to the permitted uses in each district
- The centralization of allowable uses into a table
- Changes to the home occupation ordinance
- Addressing the definition of a family
- Changes to the commercial and multi-family design standards
- The inclusion of a landscape ordinance
- A transition to a form-based code

Future phases may also include updates to the Comprehensive Plan density ranges to align with the code amendments, amending the Future Land Use Plan to create consistent categories inside and outside City limits, and updates to the Official Map.

## **ANALYSIS**

Though staff has taken care to ensure that the recommended changes below are reflective of policy direction, there is room for both qualitative and quantitative policy adjustment by City Council. The density and dimensional standards in particular are the most directly adjustable through this process, though that does not preclude the qualitative language from also being adjusted. The proposed updates aim to support the City's policy direction by increasing housing flexibility while balancing neighborhood character, infrastructure efficiency, and livability. Several of these ordinances were drafted to recognize the flexibility that has previously been granted via Planned Unit Development (PUD) and codifies the policy direction set via those PUD approvals. The following is a description of each of the proposed ordinance changes.

### *Accessory Dwelling Units (ADUs)*

The Comprehensive Plan recommends allowing ADUs as a part of a potential housing supply solution both in the core document and as part of the technical memorandum. During the Focus River Falls community engagement process, there was significant community interest in Accessory Dwelling Units. Under this proposal, ADUs will be permitted on any lot containing a single-family dwelling. These ADUs would be subject to size, height, and parking requirements designed to ensure compatibility with principal structures while allowing for more housing units in a neighborhood. Parking requirements are structured to utilize available public on-street parking where appropriate, minimizing unnecessary paving and curb cuts.

### *Residential Development Standards*

All development standards for our main residential districts (R1, R2, R3) are being centralized into a single table for ease of readability and maintainability. Adjustments to lot size and setbacks are proposed to accommodate new housing as well as infill lot development on existing residential lots in the City while still meeting health, safety, and community character goals. These changes are summarized in the attached “change matrix”.

The current code, especially for the lowest and highest ends of the density spectrum, those being single-family subdivisions and large multi-family developments, has proven difficult for the market to accommodate and difficult to align with the goals of the Comprehensive Plan. Current minimum lot size and width standards in districts create barriers to more flexible and affordable housing development. The Comprehensive Plan, in its core document and in the technical housing memorandum, recognizes missing middle housing (3-4 unit buildings) as a resilient housing typology that could be (and has been) integrated into existing residential areas. Further, the proposed changes are intended to reduce the number of PUD requests by accommodating development that is in-line with both Comprehensive Plan guidance and market dynamics, especially proposed development in R1, R2, and R3 zoning districts.

A more detailed summary of the proposed changes can be found in the “Change Matrix” attached and further below in the itemized per-ordinance change lists, however the practical impact of the proposed changes can be summarized as follows:

- Current “ceiling” for density is set at ~5.8 dwelling units per acre (du/ac) for new single-family subdivisions. Proposed changes would allow for up to ~8 du/ac for new subdivisions. This is in alignment with the minimum lot sizes being proposed by many builders regionally and has been granted via PUD.
- Allow for “Missing Middle” (multiplex) housing in all residential-zoned neighborhoods, including amongst existing R1 zoning districts provided development standards can be met. This variety of housing can already be found in many mature areas of River Falls such as the neighborhood north of City Hall or the blocks north of the University on the east side of Main Street.
- Allow for more compact, high quality, developments via use of “quality” vs “quantity” residential amenities by allowing for constructed amenities to count towards open space. This is in line with the goals of efficiently using land and infrastructure for development, providing amenities where there are more residents, and allowing for impact fees and other exactions to be applied more effectively to planned shared amenity infrastructure in existing public parks and open space.

In proposing these ordinance amendments, staff researched the developments constructed and proposed in River Falls over the past ten years, studied the qualitative and quantitative measures proposed in the Comprehensive Plan, and assessed existing housing stock and density patterns in the City to decide upon the specific numbers proposed herein. Although based on this data collection and analysis, the parking, density, or setback thresholds are recommendations and may be adjusted through this process. The proposals are tuned to what staff has determined is in accordance with market trends, Comprehensive Plan guidance, and integrability with existing stock, but such recommendations could be adjusted to meet community vision and goals with feedback from the City Council.

The following specific amendments are proposed:

#### *Density Changes in R1 District*

The R1 district represents the practical “floor”, or lowest degree of density, within most subdivisions. The changes below, as described above, seek to align the code with the guidance of the Comprehensive Plan and allow the code to accommodate the type of housing product proposed by many developers in recent years and the same that River Falls residents elected as their preferred housing typology – small-lot walkable neighborhoods:

- Reducing minimum lot size from 7,500 square feet to 5,500 square feet
- Removal of the minimum lot width requirement (this would apply in all residential districts)
- Permitting duplexes on lots of at least 7,500 square feet
- Permitting triplexes on lots of at least 10,000 square feet

#### *Density Changes in R2 and MHP Districts*

Updates in the R2 district will align single-family standards with those proposed for R1, while allowing for an increase in multifamily density, changes were also made to the Mobilehome Park District as it is also guided MDR:

- Multifamily development will be permitted up to 18 dwelling units per acre, an increase from the current cap of 12 units per acre
- Single-family lot minimum lot size reduction from 7,500 square feet to 4,500 square feet.
- MHP density cap removed
- MHP minimum lot size reduced from 4,800 square feet to 4,500 square feet

#### *Density Changes in R3 District*

R3 districts will see greater flexibility in density, with no numerical maximum so long as all performance standards are satisfied. This approach emphasizes form, function, and impact over rigid density caps.

#### *Open Space and Amenity Standards for Multifamily Housing*

The current open-space requirement for multi-family housing is a one/one ratio between livable residential square footage and usable open space. This requirement has been requested to be adjusted by more PUD submittals than any other requirement to date. This requirement appears contrary to primary goals of the Comprehensive Plan, specifically the efficient use of infrastructure and land to accommodate housing needs. To achieve these goals, a graded, flexible standard is proposed for multifamily developments, where amenity provision scales with project size. The goal of the proposed change is flexibility, adaptability, encouragement of good community-serving development, and a balance between density, amenity, and open space in the City.

There are, broadly, four scenarios in which the flexible open space system can meet the goals of the Comprehensive Plan:

1. Developers may choose from a menu of amenities that support livability, such as play lots, community gardens, and walking paths; this allows for flexibility where lots are shaped or sized such that it may be simple to accommodate amenities like a gym or a pool but a large open space may unduly encumber the site and limit development feasibility.
2. Where there are nearby public parks and natural resources, taking that into consideration may reduce or eliminate amenity requirements, particularly if developments are or can be safely connected to those amenities via sidewalks and trails. This scenario also includes sites where there are existing natural resources that can be utilized to provide open space amenities for residents.
3. Where a mix of these two cases may be found, such as in certain lots that are redeveloped within the City.
4. Where affordable units are provided as dictated by quantitative metrics for a portion or all of a development, open space or amenity reductions may be an appropriate incentive.

#### *Parking Standards for Residential Development*

The current requirement of two spaces per unit in multifamily projects has also been the subject of many PUD requests for flexibility. In accordance with the Comprehensive Plan goal of efficient use of land and infrastructure, as well as the City's commitment to protect water quality by limiting impervious surfaces, the proposed update introduces a new standard:

- 1 space per studio unit
- 1.5 spaces per one-bedroom unit
- 2 spaces per two-bedroom unit
- 1 additional space for each bedroom beyond two
- In addition to the required parking per unit, 5% of the total required parking shall be provided and designated for guests if no proximate public on-street parking is available

This approach aligns parking supply with actual demand, reduces unnecessary impervious surface, and lowers project costs. Research included benchmarking nearby cities in Wisconsin and Minnesota, such as Cottage Grove, White Bear Lake, and Stevens Point, where staff reported no issues with similar parking standards. Historical Planned Unit Development (PUD) data also indicates that, under this proposed split, many developments would not have required parking flexibility from the current 2 spaces per-unit requirement. Examples of recent projects that received flexibility with regard to parking include Lake George Lofts and the Upland.

The specific ratios were informed by guidance from the Institute of Transportation Engineers (ITE), which found a peak weekday utilization of ~1.31 spaces/unit, the Urban Land Institute (ULI), and other recent studies. One study of 28,000 units in the Northeast found actual utilization ranged from 1.08 to 1.6 spaces per unit, lower than the current two-per-unit requirement, with excess parking contributing to higher development costs which are typically passed on to residents.

The proposed parking standards averages approximately 1.6–2 spaces per unit for typical River Falls developments while providing flexibility. It allows developments with lower parking demand, such as college-oriented or senior housing, to efficiently use land, reduce infrastructure costs, and incorporate amenities. At the same time, projects with a higher proportion of multi-bedroom units will continue to provide more parking to meet expected parking demand adequately.

Staff also consulted with developers active in River Falls to understand regional parking patterns. While some urban developments rely on transit to reduce parking demand, comparisons with suburban peer cities, including Oakdale, Cottage Grove, and White Bear Lake, confirm that the

proposed changes are consistent with regional norms and practices used in communities nationwide.

Staff is also recommending a change to parking requirements for industrial uses to apply the parking standards in the Corporate Park zoning district to all industrial districts (I-1 and I-2). These standards eliminate parking minimums, but require additional performance standards to ensure efficient and sufficient parking based on use and site characteristics.

#### *Code Clarification and Shade Structures*

The proposed updates also address contradictory provisions, refine definitions, and ensure clarity throughout the residential code sections, supporting more predictable outcomes for applicants and staff alike. These include:

- Clarifying definitions regarding Accessory Uses and Structures
- Adding and clarifying standards regarding shade structures, which were formally known as gazebos, but include gazebos, ramadas, pergolas, and other similar structures
- Adding sign definitions that are unclear or absent
- Adding a time limit for the expiration of site plan approvals

For the accessory use and structure, no policy changes are proposed, simply a clean-up of the current definition (or rather lack thereof) and allowing for more consistent application of code.

The shade structure changes are a direct response to what the code enforcement team has seen on existing residential properties and inquiries from residents. The proposed changes allow for attached shade structures and open air shade structures to project from buildings without a separation requirement, such as for covered decks or pergolas. This matches what we are seeing as a desirable accessory structure type in the community. The current code treated these the same as enclosed accessory buildings which do need to have a separation from homes due to potential fire hazards (storage of lawn mowers, gas cans, etc.).

The sign code change provides a definition for a “window sign” which is regulated but not defined.

Finally, a time limit is proposed for site plan approval, which is to ensure approved plans do not become infeasible with time due to infrastructural or site condition changes.

#### **UPDATED SECTION**

##### *Driveway Width*

In administering the existing driveway regulations over the past several years, it has become more and more prevalent that where three-car garages have been constructed in newer neighborhoods, many properties have driveways that exceed our current standard of 25' at the property line in order to feasibly maneuver into the garage without driving across lawn or landscaped areas (which causes erosion and impacts stormwater quality). Many homeowners have installed or expanded their driveways without a permit, which is easier to do in areas with surmountable curbs as no new curb cut is needed to widen the driveway. To address this, an ordinance amendment is proposed which allows for driveway widths of up to 35 feet in R1 districts (single-family).

At the February 10<sup>th</sup> City Council meeting, the Council discussed the proposed changes to the driveway width and had concerns over neighborhood character and requested staff follow up with more information and alternatives.

Staff has randomly sampled 90 three-car garage driveways across five neighborhoods in the City. Staff found out of the 90 sampled driveways, even including a 2' margin of error in the measurement, that 72% (80) of the driveways exceeded the current 25' standard, while 22% (24) were above 30', 11% (12) were above 32', and only 2.7% (3) were above 35'.

The data illustrates a high instance of illegal nonconforming driveways (driveways that were installed in excess of 25' in width without a permit) in recently constructed neighborhoods. If no action is taken to amend the ordinance, staff would need to consider enforcement on those driveways larger than the current 25' standard, which potentially constitutes up to 70% of recently constructed homes with three-car garages if the sampling is extrapolated more broadly. Below is a table which illustrates the percentage of homes above each potential threshold.

Width (two-foot margin of error)	% above	# of homes (of 90 sampled)
27'	72.1%	80
30'	21.6%	24
32'	10.8%	12
35'	2.7%	3

Council could consider adjusting the driveway width allowance (to allow up to 30' or 32' in width rather than 35') or not change the ordinance at all and leave the width at 25 feet. However, any existing driveway that exceeds 25 feet would need to be reduced to be compliant with the code provision, pursuant to the City's code enforcement policy.

Staff also heard from Council concerns regarding the potential increase in stormwater runoff due to the increase in impermeable surfacing. Staff is exploring options for mitigation such as requiring new driveways exceeding the existing standard to install stormwater mitigation measures including raingardens and pervious pavers. As staff is still gathering information related to stormwater management, staff recommend tabling this ordinance until the March 10, 2026 City Council meeting.

### **CONCLUSION**

The proposed phase one code updates are intended to implement housing-related policies and objectives set forth in the 2023 Comprehensive Plan and to address emergent regulatory and administrative issues. The amendments modify existing zoning provisions to expand permitted housing types, adjust development standards, and facilitate more efficient use of public infrastructure, while maintaining applicable neighborhood character and environmental regulations. Adoption of the proposed updates would establish a regulatory framework intended to accommodate projected housing needs over time.

The City Attorney has reviewed the proposed amendments for statutory compliance and ordinance formatting.

### **PLAN COMMISSION RECOMMENDATION**

The Plan Commission reviewed the proposed amendments at a workshop on December 2, 2025 and at the regular January 6<sup>th</sup>, 2026 Plan Commission meeting and forwarded the enclosed ordinances to City Council with a favorable recommendation.

District	Use Type	Standard	Current Code	Proposed Standard	Change
R-1	Single-Family	Min. Lot Size	7,500 sf (5,000 sf min. for substandard lots)	5,500 sf	<b>Decrease</b> – 2,000 sf reduction from base standard
		Max Height	35'	35'	No change**
		Front Setback	20'	20'	No change**
		Rear Setback	25'	25'*	No change (*retains accessory structure rule)
		Side Setback	5'	5'	No change**
		Side (Corner)	15'	15'	No change**
		Density	~5.8 du/ac *~8 du/ac for lots of record	~8 du/ac	2.2 du/ac increase for new lots
R-1	Duplex/Townhome	Min. Lot Size	7,500 sf	7,500 sf	No change
		Max Height	35'	35'	No change
		Front Setback	20'	20'	No change**
		Rear Setback	25'	25'*	No change**

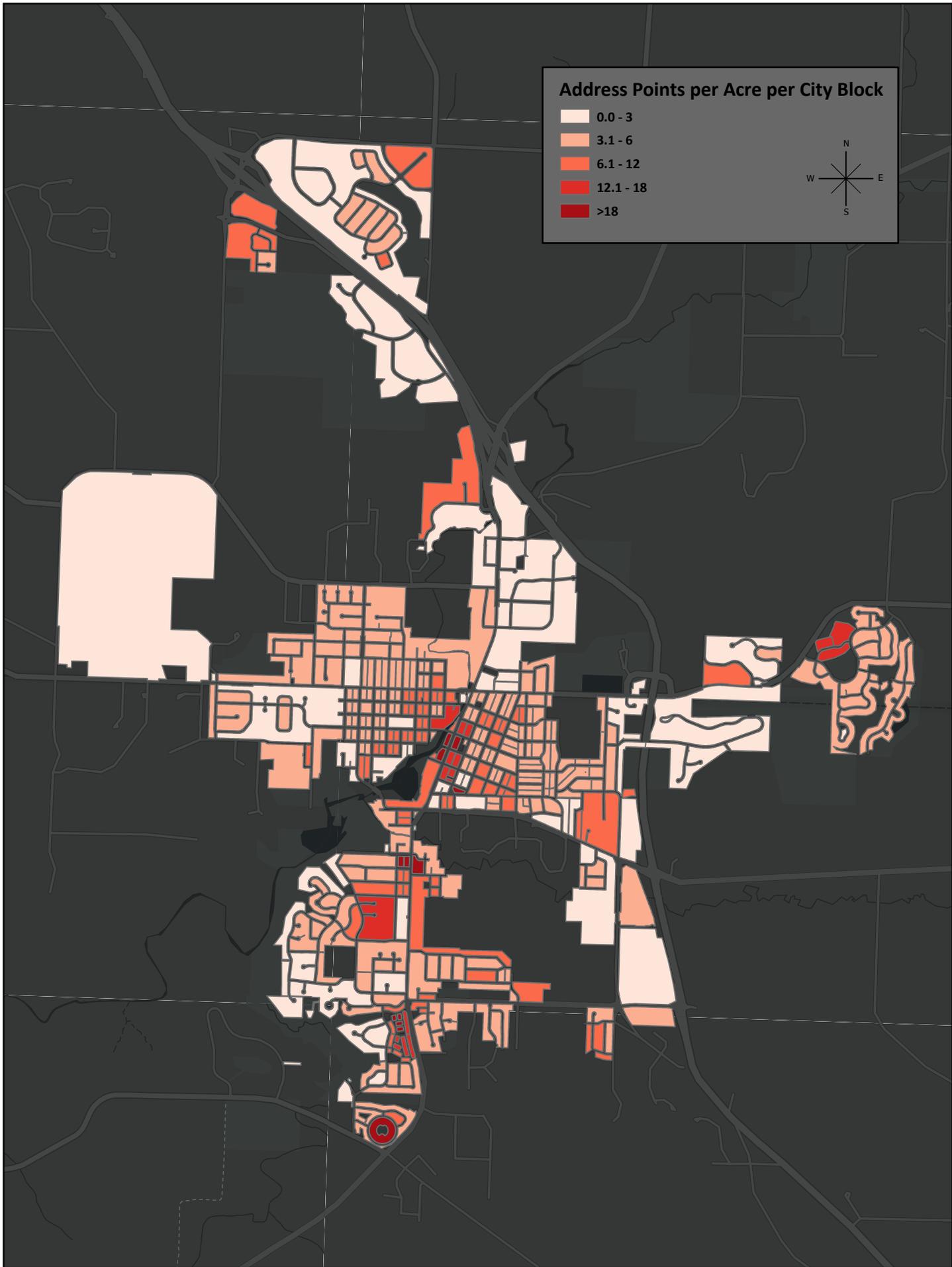
District	Use Type	Standard	Current Code	Proposed Standard	Change
		Side Setback	5'	5'	No change**
		Side (Corner)	15'	15'	No change**
		Density	N/A (lot size based)	~12 du/ac	<b>Change</b> – Explicit density figure added
<b>R-1</b>	Triplex	Min. Lot Size	N/A (not expressly listed in R-1)	10,000 sf	<b>New standard</b>
		Max Height	N/A	35'	New
		Front Setback	N/A	20'	New
		Rear Setback	N/A	25'*	New
		Side Setback	N/A	5'	New
		Side (Corner)	N/A	10'	New
		Density	N/A	~13 du/ac	New
<b>R-2</b>	Single-Family	Min. Lot Size	7,500 sf (5,000 sf for substandard lots)	4,500 sf	<b>Decrease</b> – Reduction of 3,000 sf
		Max Height	35'	35'	No change

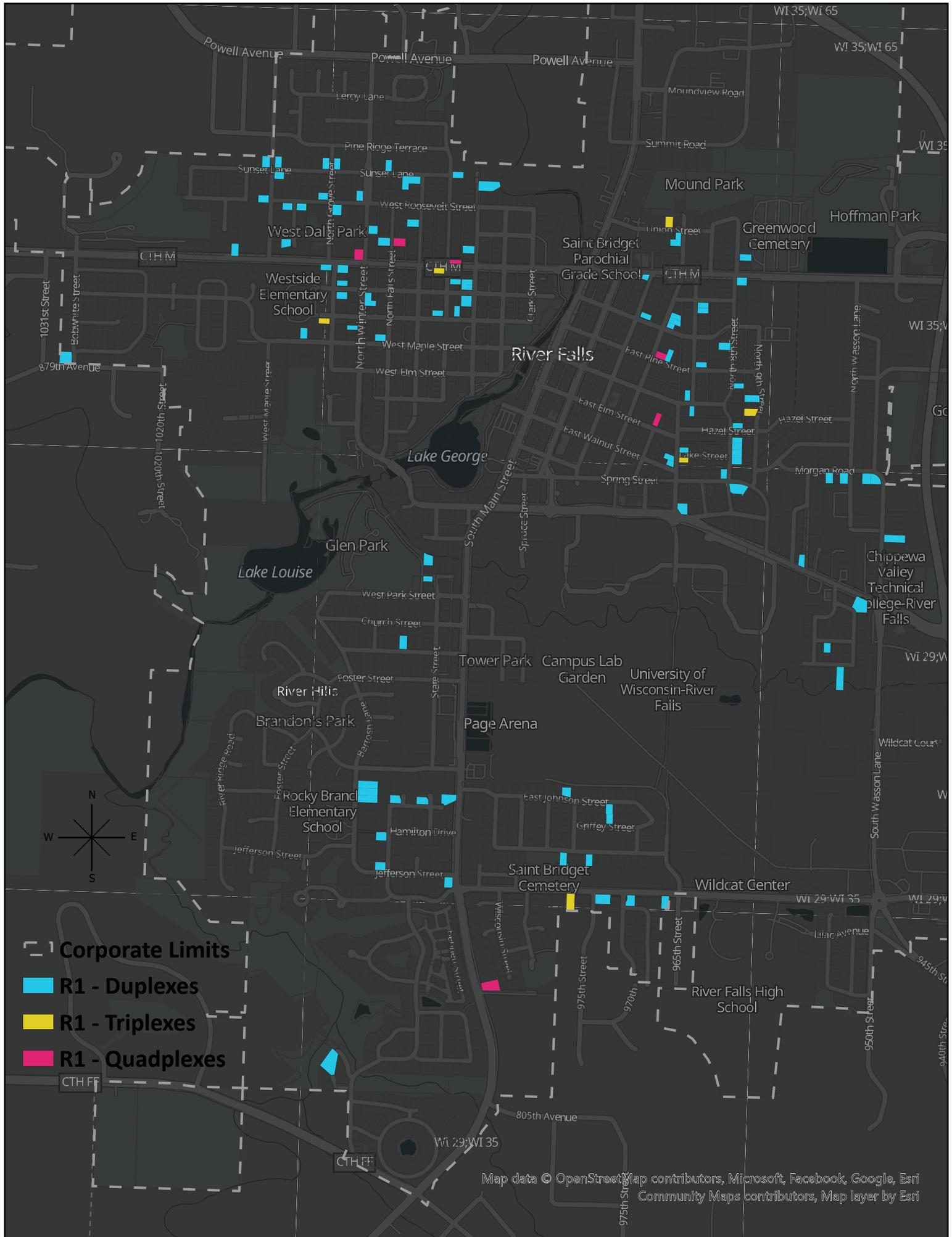
District	Use Type	Standard	Current Code	Proposed Standard	Change
		Front Setback	20'	20'	No change**
		Rear Setback	25'	20'*	<b>Decrease</b> – 5' reduction
		Side Setback	5'	5'	No change
		Side (Corner)	15'	10'	<b>Decrease</b> – 5' reduction
		Density	N/A	~9.7 du/ac	<b>New explicit figure</b>
<b>R-2</b>	Duplex/Townhome	Min. Lot Size	7,500 sf (3,750 sf/unit)	Density formula-based	<b>Change</b> – removes fixed lot size in favor of density formula
		Max Height	35'	35'	No change
		Rear Setback	25'	20'	<b>Decrease</b> – 5' reduction
		Side (Corner)	15'	10'	<b>Decrease</b> – 5' reduction
		Density	N/A	≤18 du/ac	<b>New explicit cap</b>
<b>R-2</b>	Multifamily	Min. Lot Size	3,750 sf/unit	Density formula-based	<b>Change</b> – removes per-unit lot size in favor of formula
		Max Height	45'	45'	No change

District	Use Type	Standard	Current Code	Proposed Standard	Change
		Rear Setback	25'	20'	<b>Decrease</b> – 5' reduction
		Side Setback	10'	10'	No change**
		Side (Corner)	25'	15'	<b>Decrease</b> – 10' reduction
		Density	1:1 open space ratio (implied density control)	≤18 du/ac	<b>Shift to explicit cap and new amenity/open space section</b>
<b>R-3</b>	Single-Family	Min. Lot Size	7,500 sf (5,000 sf min. for substandard lots)	4,500 sf	<b>Decrease</b> – 3,000 sf reduction
		Rear Setback	25'	20'	<b>Decrease</b> – 5' reduction
		Side Setback	5'	5'	No change**
		Side (Corner)	15'	10'	<b>Decrease</b> – 5' reduction
		Density	N/A	~9.7 du/ac	New explicit figure
<b>R-3</b>	Duplex/Townhome	Min. Lot Size	7,500 sf (3,750 sf/unit)	Density formula-based	<b>Change</b> – removes fixed lot size in favor of formula
		Max Height	45'	45'	No change

District	Use Type	Standard	Current Code	Proposed Standard	Change
		Rear Setback	25'	20'	<b>Decrease</b> – 5' reduction
		Side Setback	10'	5'	<b>Decrease</b> – 5' reduction
		Side (Corner)	15'	10'	<b>Decrease</b> – 5' reduction
		Density	N/A	No limit – performance-based	<b>Change</b> – removes cap
<b>R-3</b>	Multifamily	Min. Lot Size	12,000 sf (plus 1,200 sf open space/unit)	Density formula-based	<b>Change</b> – removes lot/open space ratio in favor of formula
		Max Height	75'	75'	No change
		Rear Setback	25'	20'	<b>Decrease</b> – 5' reduction
		Side Setback	15'	10'	<b>Decrease</b> – 5' reduction
		Side (Corner)	25'	15'	<b>Decrease</b> – 10' reduction
		Density	1:1 open space ratio (implied control)	No limit – performance-based	<b>Change</b> – New amenity/open space standards

\*\* All setbacks now measured to the foundation rather than the overhang





- Corporate Limits
- R1 - Duplexes
- R1 - Triplexes
- R1 - Quadplexes



**ORDINANCE NO. 2026 - 01**

**AN ORDINANCE AMENDING  
TITLE 17 ZONING, CHAPTERS 17.04 and 17.08  
(ACCESSORY DWELLING UNITS)**

**THE COMMON COUNCIL OF THE CITY OF RIVER FALLS DOES ORDAIN:**

**Section 1.** That Chapter 17.04 - Introductory Provisions and Definitions, Section 17.04.020 - Definitions of the City of River Falls Municipal Code be amended as follows:

Section 17.04.020 - Definitions:

“Accessory Dwelling Unit” (ADU) means a self-contained dwelling unit that is on the same lot or parcel as the principal single-family dwelling that includes its own sleeping, sanitation, and kitchen facilities.

**Section 2.** That Chapter 17.08 General Requirements, Section 17.08.090 - Accessory Dwelling Units of the City of River Falls Municipal Code is created as follows:

17.08.090 Accessory Dwelling Units (ADU)

The purpose of this Section is to establish standards for the creation of Accessory Dwelling Units (ADUs) in residential zoning districts. ADUs are intended to provide additional housing opportunities while maintaining the character of existing residential neighborhoods and are permitted on single-family lots of record. These regulations are designed to:

1. Increase the supply and diversity of housing in the City by allowing for independent residential units on lots that contain a primary dwelling.
2. Promote efficient use of existing infrastructure and land within established neighborhoods.
3. Ensure that ADUs are compatible in scale, design, and location with surrounding properties and the primary residence.
4. Support the City’s housing goals by enabling incremental growth in residential areas without significantly altering existing neighborhood patterns.

It is the intent of this section to balance the need for additional housing with the preservation of neighborhood character, privacy, and livability, while providing clear and objective standards for property owners interested in developing ADUs.

Accessory dwelling units (ADUs) shall be subject to the following conditions:

A. One (1) ADU shall be permitted per lot containing a single-family dwelling.

B. Every lot with an ADU must comply with the following access and addressing requirements:

1. A clearly delineated pedestrian path must be provided to the primary access of such ADU. This path must be visible from the street that the principal dwelling is addressed from, or from the alley abutting the property if the ADU is alley-loaded.

2. Each ADU must be addressed and must comply with the standard addressing requirements as outlined within this Code. Such addressing must be visible from either the addressing street or alley if alley-loaded.

3. Where the ADU's front door is not fronting onto an alley or street, such yard where the ADU is located shall not be enclosed by a fence of greater than three (3) feet.

C. The maximum size of an ADU shall be the greater of the size of the principal structure, or

One thousand two hundred (1,200) square feet, provided, however, that in no circumstances may an ADU exceed thirty (30) percent of the rear yard. If the greater of the size of the principal structure or one thousand two hundred (1,200) square feet is greater than thirty (30) percent of the rear yard, the ADU may not exceed thirty (30) percent of the rear yard.

D. The maximum height of an ADU shall not exceed the height of the principal structure.

E. ADUs shall comply with all other standards applicable to accessory buildings as specified in this Section.

F. Parking requirements for ADUs shall be as follows:

1. Where public on-street parking is available directly adjacent to the frontage of the property, no additional parking space shall be required.

2. Where no public on-street parking is available directly adjacent to the frontage of the property, one (1) on-site parking space shall be provided. Such space may be located in tandem on the driveway leading to a garage.

G. An ADU must comply with the provisions of Section 17.08.080 – Residential Rental Uses in its dimensional standards.

**Section 3.** That Chapter 17.08 General Requirements, Section 17.08.070 - Fences of the City of River Falls Municipal Code be amended to add provisions requiring gated access as follows:

N. Access and Gating

1. Where a fence fully encloses a side or rear yard with no other pedestrian access, a gated entry shall be provided to allow pedestrian ingress and egress.

2. Access to such gate shall remain unobstructed and free from any permanent improvements or structures that would impede its use.

**Section 4.** Effective date. This ordinance amendment shall take effect from and after its date of publication as provided by law.

**FOR THE CITY OF RIVER FALLS**

\_\_\_\_\_  
Dan Toland, Mayor

ATTEST:

\_\_\_\_\_  
Amy White, City Clerk

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_



**ORDINANCE NO. 2026 -02**

**AN ORDINANCE AMENDING  
TITLE 17 ZONING, CHAPTERS 17.04, 17.08, 17.20, 17.24, 17.28, 17.64 and 17.73  
(MULTIFAMILY SPATIAL STANDARDS, AMENITY AND OPEN SPACE)**

**THE COMMON COUNCIL OF THE CITY OF RIVER FALLS DOES ORDAIN:**

**Section 1.** That Chapter 17.04 - Introductory Provisions and Definitions, Section 17.04.020 - Definitions of the City of River Falls Municipal Code be amended to include the following definition as follows:

Section 17.04.020 - Definitions:

“Net Density” means the number of dwelling units per acre (du/ac) of net residential land area, excluding land dedicated to public right-of-way, streets, parks, non-usable open space, floodways, steep unbuildable slopes, or other non-residential uses. For the purpose of calculating density, the following formula is used: Net Density = Number of Dwelling Units / Net Residential Acres.

**Section 2.** That Chapter 17.08 General Requirements be amended to create Section 17.08.100 Residential District Spatial Standards of the City of River Falls Municipal Code as follows:

17.08.100 Residential District Spatial Standards

The spatial standards set forth in this section establish minimum lot dimensions, yard requirements, building height limits, and other dimensional criteria necessary to maintain the intended character, livability, and orderly development of residential districts. These standards ensure adequate light, air, privacy, and open space for residents while promoting consistency with the city’s comprehensive plan.

District	Use Type	Min. Lot Size (sf)	Max Height	Front Setback	Rear Setback	Side Setback	Side (Corner) Setback	Maximum Density (du/ac)
<b>R-1</b>								
	Single-Family	5,500	35'	20'	*25'	5'	15'	~ 8 du/ac
	Duplex and Townhomes	7,500	35'	20'	*25'	5'	15'	~ 12 du/ac
	Triplex	10,000	35'	20'	*25'	5'	10'	~ 13 du/ac
<b>R-2</b>								
	Single-Family	4,500	35'	20'	*20'	5'	10'	~ 9.7
	Duplex and Townhomes	*Density Formula Based	35'	20'	*20'	5'	10'	≤ 18
	Multifamily	*Density Formula Based	45'	20'	*20'	10'	15'	≤ 18
<b>R-3</b>								
	Single-Family	4,500	35'	20'	*20'	5'	10'	~ 9.7
	Duplex and Townhomes	*Density Formula Based	45'	20'	*20'	5'	10'	No-limit, performance based
	Multifamily	*Density Formula Based	75'	20'	*20'	10'	15'	No-limit, performance based

\*Density Formula Based means the Net Density as defined in this title.

\*Accessory buildings may encroach into the rear yard setback but shall not be closer than five feet to the rear property line.

**Section 3.** That Chapter 17.20 – R-1 Single-Family (Low Density) Residence District, Sections 17.20.020 Permitted uses (principal), 17.20.50 Height, area and setback requirements (single-family), and 17.20.060 - Height, area and setback requirements (duplex and attached dwellings) of the City of River Falls Municipal Code be amended as

follows:

17.20.020 – Permitted uses (principal).

A. Single-family detached dwellings.

B. Two-Family Dwelling Units (Duplexes).

~~No lot on which a two-family dwelling is proposed to be built as a duplex shall have a common lot line with another lot on which a two-family dwelling (duplex) has already been built or upon which a portion of a two-family dwelling (twin home) has been built. As and between individual groupings of two-family dwelling lots, there shall be a separation of at least one thousand four hundred (1,400) feet.~~

~~The plan commission may allow, through the subdivision process, the creation of lots for two-family dwelling units (duplexes) that are grouped together on two or less gross acres. The plan commission shall possess the power, however, upon application to it under the planned unit development regulations, to grant permission through the subdivision process, for the creation of lots for development as two-family dwelling units (duplexes) which are proposed to be located together on land greater than two gross acres.~~

C. Public parks, playgrounds and recreational buildings.

D. Two-Family Dwelling Units (Twin Home).

~~A twin home shall be defined as a building with two dwelling units, one on either side of a lot line which bisects the dwelling. Neither of two adjoining lots on which a two-family dwelling is proposed to be built and occupied as a twin home shall have a common lot line with another lot on which one-half of a twin home or a duplex has already been built. As and between individual groupings of two-family dwelling lots, there shall be a separation of at least one thousand four hundred (1,400) feet.~~

~~The plan commission may allow, through the subdivision process, the creation of lots for two-family dwelling units (twin homes) that are grouped together on two or less gross acres. The plan commission shall possess the power, however, upon application to it under the planned unit development regulations, to grant permission through the subdivision process, for the creation of four or more adjoining lots for development as two-family dwelling units (twin homes) which are proposed to be grouped together on two or more gross acres.~~

E. Three-Family Dwelling Units (Triplexes)

~~€~~ F. Residential rental uses.

17.20.050 Height, area and setback requirements (single-family)

~~A. Minimum lot area. Seven thousand five hundred (7,500) square feet, except that lots of record with less than seven thousand five hundred (7,500) square feet or less than seventy-five (75) feet in width shall have a minimum of five thousand (5,000) square feet and fifty (50) feet in width.~~

~~B. Maximum building height. Thirty five (35) feet.~~

~~C. Minimum lot width. Seventy-five (75) feet, except as referred to in subsection A of this section.~~

~~D. Minimum front yard. Twenty (20) feet.~~

~~E. Minimum rear yard. Twenty-five (25) feet, except that accessory buildings shall not be closer than five (5) feet to the rear lot line.~~

~~F. Minimum side yard (interior lot). Five (5) feet.~~

~~G. Minimum side yard (corner lot). Fifteen (15) feet.~~

~~H. Average structures setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setbacks shall be calculated as follows:~~

~~1. If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.~~

~~2. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.~~

#### A. Spatial Standards

1. Development shall be consistent with the spatial standards as outlined in Section 17.08.100 Residential District Spatial Standards.

#### B. Average Structure Setbacks

1. Average structure setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setbacks shall be calculated as follows:
  - a. If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.
  - b. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.

17.20.060 Height, area and setback requirements (duplex and attached dwellings)

~~A. Minimum lot area. Seven thousand five hundred (7,500) square feet (three thousand seven hundred fifty (3,750) square feet per dwelling unit).~~

~~B. Maximum building height. Thirty five (35) feet.~~

~~C. Minimum lot width. Seventy five (75) feet.~~

~~D. Minimum front yard. Twenty (20) feet.~~

~~E. Minimum rear yard. Twenty five (25) feet, except that accessory buildings shall not be closer than five (5) feet.~~

~~F. Minimum side yard. Five (5) feet.~~

~~G. Minimum side yard (corner lot). Fifteen (15) feet.~~

~~H. Average structures setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setbacks shall be calculated as follows:~~

~~1. If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.~~

~~2. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.~~

A. Spatial Standards

1. Development shall be consistent with the spatial standards as outlined in Section 17.08.100 Residential District Spatial Standards.

B. Average Structure Setbacks

1. Average structure setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setbacks shall be calculated as follows:
  - a. If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.

b. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.

**Section 4.** That Chapter 17.24 – R-2 Multiple-Family (Medium Density) Residence District, Sections 17.24.50 - Height, area and setback requirements (single-family), 17.24.60 - Height, area and setback requirements (duplex and attached dwellings), and 17.24.070 - Height, area and setback requirements (multifamily) of the City of River Falls Municipal Code be amended as follows:

17.24.050 Height, area and setback requirements (single-family)

~~A. Minimum lot area. Seven thousand five hundred (7,500) square feet, except that lots of record with less than seven thousand five hundred (7,500) square feet or less than seventy five (75) feet in width shall have a minimum of five thousand (5,000) square feet and fifty (50) feet in width.~~

~~B. Maximum building height. Thirty five (35) feet.~~

~~C. Minimum lot width. Seventy five (75) feet, except that lots of record less than seventy five (75) feet shall have a minimum of fifty (50) feet in width.~~

~~D. Minimum front yard. Twenty (20) feet.~~

~~E. Minimum rear yard. Twenty five (25) feet, except that accessory buildings shall not be closer than five (5) feet.~~

~~F. Minimum side yard. Five (5) feet.~~

~~G. Minimum side yard (corner lot). Fifteen (15) feet.~~

~~H. Average structures setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setback shall be calculated as follows:~~

- ~~1. If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.~~
- ~~2. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.~~

A. Spatial Standards

1. Development shall be consistent with the spatial standards as outlined in Section 17.08.100 Residential District Spatial Standards.

## B. Average Structure Setbacks

1. Average structure setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setbacks shall be calculated as follows:
  - a. If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.
  - b. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.

17.24.060 Height, area and setback requirements (duplex and attached dwellings)

A. ~~Minimum lot area. Seven thousand five hundred (7,500) square feet, three thousand seven hundred fifty (3,750) square feet per dwelling unit.~~

B. ~~Maximum building height. Thirty five (35) feet.~~

C. ~~Minimum lot width. Seventy five (75) feet, except that lots of record less than seventy five (75) feet wide shall have a minimum width of not less than sixty six (66) feet.~~

D. ~~Minimum front yard. Twenty (20) feet.~~

E. ~~Minimum rear yard. Twenty five (25) feet, except that accessory buildings shall not be closer than five (5) feet.~~

F. ~~Minimum side yard. Five (5) feet.~~

G. ~~Minimum side yard (corner lot). Fifteen (15) feet.~~

H. ~~Average structures setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setback shall be calculated as follows:~~

1. ~~If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.~~
2. ~~When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.~~

A. Spatial Standards

1. Development shall be consistent with the spatial standards as outlined in Section 17.08.100 Residential District Spatial Standards.

B. Amenities and Open Space

1. Amenities and Open Space shall be provided as described in Section 17.73.050.

C. Average Structure Setbacks

1. Average structure setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setbacks shall be calculated as follows:
  - a. If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.
  - b. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.

17.24.070 Height, area and setback requirements (multifamily)

A. ~~Minimum lot area. Three thousand seven hundred fifty (3,750) square feet per dwelling unit.~~

B. ~~Maximum building height. Forty five (45) feet.~~

C. ~~Minimum lot width. Seventy five (75) feet, except that lots of record less than seventy five (75) feet wide shall have a minimum width of not less than sixty six (66) feet.~~

D. ~~Minimum front yard. Twenty (20) feet.~~

E. ~~Minimum rear yard. Twenty five (25) feet, except that accessory buildings shall not be closer than five (5) feet.~~

F. ~~Minimum side yard. Ten (10) feet.~~

G. ~~Minimum side yard (corner lot). Twenty five (25) feet.~~

H. ~~Average structures setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setback shall be calculated as follows:~~

1. ~~If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the~~

~~average of the distance between the standard setback line and the location of the front of the adjoining principal structure.~~

~~2. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.~~

~~I. Open space ratio. 1:1.~~

A. Spatial Standards

1. Development shall be consistent with the spatial standards as outlined in Section 17.08.100 Residential District Spatial Standards.

B. Amenities and Open Space

1. Amenities and Open Space shall be provided as described in Section 17.73.050.

C. Average Structure Setbacks

1. Average structure setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setbacks shall be calculated as follows:  
a. If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.  
b. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.

**Section 5.** That Chapter 17.28 – R-3 Multiple-Family (High Density) Residence District, Sections 17.28.050, 17.28.060, and 17.28.070 - Height, area and setback requirements of the City of River Falls Municipal Code be amended as follows:

17.28.050 Height, area and setback requirements (single-family)

~~A. Minimum lot area. Seven thousand five hundred (7,500) square feet, except that lots of record with less than seven thousand five hundred (7,500) square feet or less than seventy five (75) feet in width shall have a minimum of five thousand (5,000) square feet and fifty (50) feet in width.~~

~~B. Maximum building height. Thirty five (35) feet.~~

~~C. Minimum lot width. Seventy five (75) feet, except that lots of record less than seventy five (75) feet shall have a minimum of fifty (50) feet in width.~~

~~D. Minimum front yard. Twenty (20) feet.~~

~~E. Minimum rear yard. Twenty five (25) feet, except that accessory buildings shall not be closer than five (5) feet.~~

~~F. Minimum side yard. Five (5) feet.~~

~~G. Minimum side yard (corner lot). Fifteen (15) feet.~~

~~H. Average structures setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setback shall be calculated as follows:~~

- ~~3. If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.~~
- ~~4. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.~~

A. Spatial Standards

1. Development shall be consistent with the spatial standards as outlined in Section 17.08.100 Residential District Spatial Standards.

B. Average Structure Setbacks

1. Average structures setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setbacks shall be calculated as follows:
  - a. If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.
  - b. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.

17.28.060 Height, area and setback requirements (duplex and attached dwellings)

~~A. Minimum lot area. Seven thousand five hundred (7,500) square feet, three thousand seven hundred fifty (3,750) square feet per dwelling unit.~~

~~B. Maximum building height. Forty five (45) feet.~~

~~C. Minimum lot width. Seventy-five (75) feet, except that lots of record less than seventy-five (75) feet wide shall have a minimum width of not less than sixty-six (66) feet.~~

~~D. Minimum front yard. Twenty (20) feet.~~

~~E. Minimum rear yard. Twenty-five (25) feet, except that accessory buildings shall not be closer than five (5) feet.~~

~~F. Minimum side yard. Ten (10) feet.~~

~~G. Minimum side yard (corner lot). Fifteen (15) feet.~~

~~H. Average structures setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setback shall be calculated as follows:~~

~~3. If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.~~

~~4. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.~~

A. Spatial Standards

1. Development shall be consistent with the spatial standards as outlined in Section 17.08.100 Residential District Spatial Standards.

B. Amenities and Open Space

1. Amenities and Open Space shall be provided as described in Section 17.73.050.

C. Average Structure Setbacks

1. Average structures setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setbacks shall be calculated as follows:

a. If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.

b. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.

17.28.070 Height, area and setback requirements (multifamily)

~~A. Minimum lot area: twelve thousand (12,000) square feet (except that there shall not be less than one thousand two hundred (1,200) square feet of open space per dwelling unit).~~

~~B. Maximum building height. Seventy five (75) feet.~~

~~C. Minimum lot width. Seventy five (75) feet, except that lots of record less than seventy five (75) feet wide shall have a minimum width of not less than sixty six (66) feet.~~

~~D. Minimum front yard. Twenty (20) feet.~~

~~E. Minimum rear yard. Twenty five (25) feet, except that accessory buildings shall not be closer than five (5) feet.~~

~~F. Minimum side yard. Fifteen (15) feet.~~

~~G. Minimum side yard (corner lot). Twenty five (25) feet.~~

~~H. Average structures setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setback shall be calculated as follows:~~

- ~~3. If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.~~
- ~~4. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.~~

~~II. Open space ratio. 1:1.~~

D. Spatial Standards

- 1. Development shall be consistent with the spatial standards as outlined in Section 17.08.100 Residential District Spatial Standards.

E. Amenities and Open Space

- 1. Amenities and Open Space shall be provided as described in Section 17.73.050.

F. Average Structure Setbacks

- 1. Average structures setbacks. Along streets designated as local streets on the city's official map, a new principal structure or addition to a principal structure (excluding a garage or carport) may encroach upon the minimum front yard setback for its lot if there is a principal structure on a lot adjoining it, or principal structures on both lots on either side of it, having setbacks less than the minimum setback line. Averaging of setbacks shall be calculated as follows:

a. If one principal structure on an adjoining lot is located within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the standard setback line and the location of the front of the adjoining principal structure.

b. When principal structures are on lots on either side and within the minimum setback line, the setback for the new principal structure or addition to a principal structure shall be the average of the distance between the front of both adjoining principal structures.

**Section 6.** That Chapter 17.64 MHP Mobilehome Parks District, Section 17.64.040 – Licenses, Section 17.64.080 – General requirements of the City of River Falls Municipal Code be amended as follows:

#### Section 17.64.040 Licenses

- E. In addition to the above license fees, the licensee or the owner or the occupant of every mobile home shall pay and be jointly and severally liable for the payment of a monthly ~~parking~~ permit fee to the city. Such monthly ~~parking~~ permit fees shall be collected by the licensee who is primarily liable for the payment thereof. The determination of the amount of such fee, the review thereof and the enforcement of the payment and the disposition of such fee shall be in accordance with Sections 66.0435(3) and 66.0435(10), Wis. Stats.
- F. After approval of such application in accordance with provisions as outlined herein and before issuance of such license the applicant shall cause to be filed a surety bond in the amount of two thousand dollars (\$2,000) if the park contains more than one hundred (100) units. The bond shall guarantee the collection from the licensee of the monthly ~~parking permit~~ fee provided for in subsection E of this section and the payment of such fees to the city treasurer.

#### Section 17.64.080 General Requirements

Any person making application for a permit to construct a mobilehome park shall meet the following design and system requirements.

- 1. Environmental Requirements.
  - A. ~~Density. The maximum allowable density in a mobilehome park development shall be five units, or lots, per gross acre.~~
  - B. Minimum Lot Size. Individual lots within the mobilehome park must contain an area of not less than ~~four thousand eight hundred (4,800) square feet~~ four thousand five hundred (4,500) square feet.

**Section 7.** That Chapter 17.73 Multifamily Residential Design Standards be amended to create Section 17.73.050 Amenities and Open Space of the City of River Falls Municipal Code as follows:

## Section 17.73.050 Amenities and Open Space

### A. Purpose

The amenity requirements in this section are intended to encourage the development of livable communities. The examples listed are illustrative and not exhaustive; other amenities may be approved by the Community Development Director or their designee if they meet the intent of this section.

### B. Amenity Options

Permitted amenities may include, but are not limited to, the following:

1. Community garden plots with shared tool shed.
2. Picnic shelter with tables, barbecue grill, and small open lawn area.
3. Play lot with a minimum area of one thousand five hundred (1,500) square feet, containing at least two (2) pieces of play equipment.
4. Full or Half-court basketball pad.
5. Walking trail or loop path with benches along the route.
6. Simple multi-use grass or gravel field for informal sports, with a minimum area of eight hundred (800) square feet.
7. Shared-use pickleball court or half-size tennis court, which may be unlighted.
8. Small indoor or outdoor gathering space, such as a clubhouse room or patio, with a minimum area of five hundred (500) square feet.
9. Dog run or fenced pet exercise area.
10. Fire pit area with seating.

### C. Minimum Amenity Requirements

Multi-family residential development shall provide amenities according to the following schedule:

1. Less than twenty (20) dwelling units: one (1) amenity.
2. Twenty (20) to fifty (50) dwelling units: two (2) or more amenities.
3. Fifty-one (51) to one hundred fifty (150) dwelling units: three (3) or more amenities.
4. One hundred fifty-one (151) to two hundred fifty (250) dwelling units: four (4) or more amenities.
5. Two hundred fifty-one (251) dwelling units or more: five (5) or more amenities, including at least two (2) larger-scale or multi-purpose amenities (for example, a community garden and picnic shelter).

### D. Open Space Alternatives

1. A development that provides dedicated, usable open space in a ratio of at least one (1) square foot of open space per one (1) square foot of livable floor area shall not be required to provide additional amenities under this section.
2. A development that provides dedicated, usable open space in a ratio of at least one (1) square foot of open space per two (2) square feet of livable floor area shall be credited for one-half (½) of the amenities otherwise required, rounded down to the nearest whole number.
3. A development in which five percent (5%) or more of the provided dwelling units are restricted to households earning fifty percent (50%) of area median income (AMI) or lower shall be credited for one-half (½) of the amenity and/or open space requirement otherwise applicable, rounded down to the nearest whole number.

E. Proximity to Parks and Trails

1. A development site located within one-quarter (¼) mile of a local public park, or within one-half (½) mile of a regional park, or with proximate access to a public trail system, may have the required amenity count reduced by up to one-half (½), rounded down, at the discretion of the Community Development Director or their designee.

F. Review and Approval

All recreation and open space areas developed in accordance with these standards shall be subject to review and approval of design, materials, and details by the Community Development Director or their designee.

**Section 8.** Effective date. This ordinance amendment shall take effect from and after its date of publication as provided by law.

**FOR THE CITY OF RIVER FALLS**

\_\_\_\_\_  
Dan Toland, Mayor

ATTEST:

\_\_\_\_\_  
Amy White, City Clerk

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_



**ORDINANCE NO. 2026 -03**

**AN ORDINANCE AMENDING  
TITLE 17 ZONING, CHAPTERS 17.04, 17.08, 17.20, 17.24, 17.28, and 17.104  
(CODE CLARIFICATION)**

**THE COMMON COUNCIL OF THE CITY OF RIVER FALLS DOES ORDAIN:**

**Section 1.** That Chapter 17.04 - Introductory Provisions and Definitions, Section 17.04.020 - Definitions of the City of River Falls Municipal Code be amended as follows:

Section 17.04.020 - Definitions:

~~"Accessory building or use" means a subordinate building or use which is located on the same lot on which the main building or use is situated and which is reasonable, necessary and incidental to the conduct of the primary use of such building or main use.~~

"Accessory Building" means a subordinate building which is located on the same lot or parcel on which the main building is located, and which is incidental to the conduct of the principal building.

"Accessory Use" means a subordinate use located on the same lot or parcel as such main use and which is reasonable, necessary, and incidental to the principal use.

"Attached Dwellings" means two or more dwelling units sharing at least one wall and being on separate lots of record. Examples of Attached Dwellings include but are not limited to townhomes and twin-homes.

"Home occupation" means an occupation or business activity by a person residing on that lot or parcel that results in any commercial activity or enterprise for financial gain, benefit, advantage, livelihood, product or service that is conducted for gainful employment in a dwelling unit by a person residing in that dwelling unit. on a residentially zoned lot or parcel. A home occupation is incidental to the principal residential use of the dwelling unit of such lot or parcel.

"Principal Building" means the building or structure in which the principal use of a lot or parcel is conducted.

Sign, Window "Window Sign" means a sign which is installed on the inside or outside surface of a window for purposes of viewing from outside of the premises.

**Section 2.** That Chapter 17.08 General Requirements, Section 17.08.010 - Lot and building regulations of the City of River Falls Municipal Code be amended as follows:

C. General Provisions. The following general provisions, in addition to the regulations prescribed for each district, shall apply to all districts:

~~1. Yard Size. Yard size measurements shall be taken from the nearest point of the building which shall include any porch, eave, overhang or appurtenance that is attached thereto.~~

1. Yard Size. Yard size measurements shall be determined by the shortest horizontal distance taken from the exterior edge of the building foundation to the nearest property line parallel to the yard being measured.

3. Attached Dwellings. Attached dwellings shall be subject to the following provisions:

- a. Attached dwelling proposals that consist of five (5) or more parcels shall be presented to the Plan Commission ~~as certified surveys or~~ subdivision plats, as defined and outlined in ~~Ordinance No. 13.06 and~~ Ch. 236, Wis. Stats., et seq.
- b. Certified surveys shall be permitted where the division of any lot, parcel, or tract of land creates four (4) or fewer parcels.
- c. Proposals creating five (5) or more parcels shall require the submittal of a subdivision plat in accordance with applicable regulations and statutes.
- ~~d. The approval of attached dwelling development or conversion shall be by special use permit and occur only after the Plan Commission and the City Council have accepted or approved any private easements, agreements, covenants, or other provisions that may be required.~~
- ~~e. Attached dwellings are permitted as a special use in the R-1, R-2, and R-3 districts. This form of construction or conversion shall not create development that exceeds the density standards of a particular zoning district. Through the certified survey or subdivision plan, legal ownership of parcels smaller than those specified in the subdivision code may be allowed, provided that the special use permit prohibits nonconforming changes to an approved attached dwelling in the future.~~

...

7. Residential building orientation. The front façade of the principal structure on single or two family lots shall face a public street or public way.

Section 3. That Chapter 17.08 General Requirements, Section 17.08.050 - Setback Requirements of the City of River Falls Municipal Code be amended as follows:

- ~~A. No structures shall be allowed any closer to streets, roads, or traffic ways than as follows:
  1. Principal arterial — minimum setback: forty two (42) feet.
  2. Minor arterial — minimum setback: twenty five (25) feet.
  3. Collector street — minimum setback: twenty five (25) feet.
  4. Local street — minimum setback: twenty five (25) feet.~~
- ~~B. Individual zoning district requirements, where different, shall prevail.~~

- A. Setbacks are established by each zoning district. Residential spatial standards are provided in Section 17.08.100.

**Section 4.** That Chapter 17.20 R-1 Single-Family (Low Density) Residence District, Section 17.20.040 - Special Uses (special use permit required) of the City of River Falls Municipal Code be amended as follows:

- A. Churches, columbaria, schools, parking lot facilities, day care centers, libraries, hospitals, and nursing homes;
- B. Municipal buildings, warehouses, garages, shops, and storage yards;
- C. Microwave towers;
- D. Nurseries and greenhouses;
- E. Cemeteries;
- F. ~~Two family dwellings on lots of record prior to September 23, 1974, if permissible by covenant, not more than two per block. The two shall not be on adjacent lots along a street;~~
- F. Neighborhood groceries;
- G. Planned unit development;  
~~Attached dwellings on restricted duplex lots as provided in this chapter;~~
- H. Bed and breakfast establishments, providing the following conditions are complied with:
  - 1. The owner of the premises shall comply with all provisions of Ch. 254, Wis. Stats., and with Ch. DHS 197, Wis. Adm. Code, and shall obtain and maintain all permits and licenses as required by such license regulations.
  - 2. One additional off-street paved parking stall shall be provided on premises for each bedroom.
  - 3. Length of stay shall be no longer than sixteen (16) days.
  - 4. An annual permit fee of fifty dollars (\$50.00) is hereby established. The first fee is due with the application for a special use permit, such permit fee to cover the cost of annual inspections to be conducted by city officials.

**Section 5.** That Chapter 17.24 R-2 Multiple-Family (Medium Density) Residence District, Section 17.24.020 - Permitted uses (principal) and 17.24.040 - Special Uses (special use permit required) of the City of River Falls Municipal Code be amended as follows:

17.24.020 Permitted Uses (principal) – is amended as follows:

- A. Any principal use permitted in the R-1 district;
- B. Two-family and multiple-family dwellings;
- C. Fraternity or sorority houses;
- D. Boarding, lodging, and rooming houses;
- E. Residential rental uses;
- F. Attached dwellings.

17.24.040 Special Uses (special use permit required) – is amended as follows:

- A. Churches, columbaria, schools, parking lot facilities, day care centers, libraries, hospitals, and nursing homes;
- B. Municipal buildings, warehouses, garages, shops, and storage yards;
- C. Microwave towers;
- D. Nurseries and greenhouses;
- E. Cemeteries;
- F. Neighborhood groceries;
- G. Planned unit development;  
~~Attached dwellings;~~
- H. Veterinary clinics and animal hospitals;
- I. Bed and breakfast establishments, providing the following conditions are complied with:
  - 1. The owner of the premises shall comply with all provisions of Ch. 254, Wis. Stats., and with Ch. DHS 197, Wis. Adm. Code, and shall obtain and maintain all permits and licenses as required by such license regulations.
  - 2. One additional off-street paved parking stall shall be provided on premises for each bedroom.
  - 3. Length of stay shall be no longer than sixteen (16) days.
  - 4. An annual permit fee of fifty dollars (\$50.00) is hereby established. The first fee is due with the application for a special use permit, such permit fee to cover the cost of annual inspections to be conducted by city officials.

**Section 6.** That Chapter 17.104, Administration and Enforcement, Section 17.104.020 - Enforcement Responsibilities of the City of River Falls Municipal Code be amended as follows:

- C. Site plan review expiration. An approved site plan is valid for a period of twenty-four (24) months after the date of approval. This may be extended by periods of six (6) months by the Zoning Administrator or their designee.

**Section 7.** Effective date. This ordinance amendment shall take effect from and after its date of publication as provided by law.

**FOR THE CITY OF RIVER FALLS**

---

Dan Toland, Mayor

ATTEST:

---

Amy White, City Clerk

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_



**ORDINANCE NO. 2026 - 04**

**AN ORDINANCE AMENDING  
TITLE 17 ZONING, CHAPTER 17.08.020  
(DRIVEWAY WIDTH)**

**THE COMMON COUNCIL OF THE CITY OF RIVER FALLS DOES ORDAIN:**

**Section 1.** That Chapter 17.08 – General Requirements, Section 17.08.020 A. - Driveway Width of the City of River Falls Municipal Code be amended as follows:

Zoning District	Max. Driveway Transition		Max. Width at Prop. Line	
	Taper	Radius	Single Drive	Combined Drive
RS, R-1, C	5'	5'	<del>25'</del> 35'	40'
R-3, B-2, A, MHP, R-2	10'	10'	35'	50'
B-3, I-1, I-2, U, B-1	20'	20'	35'	50'

**Section 2.** Effective date. This ordinance amendment shall take effect from and after its date of publication as provided by law.

**FOR THE CITY OF RIVER FALLS**

\_\_\_\_\_  
Dan Toland, Mayor

ATTEST:

\_\_\_\_\_  
Amy White, City Clerk

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_



**ORDINANCE NO. 2026 - 05**

**AN ORDINANCE AMENDING  
TITLE 17 ZONING, CHAPTERS 17.20, 17.24, 17.28, 17.44, 17.48, and 17.80  
(SINGLE FAMILY, MULTI-FAMILY AND INDUSTRIAL PARKING STANDARDS)**

**THE COMMON COUNCIL OF THE CITY OF RIVER FALLS DOES ORDAIN:**

**Section 1.** That Chapter 17.20 – R-1 Single-Family Suburban Residence District, Section 17.20.070 - Parking Requirements of the City of River Falls Municipal Code be amended as follows:

- A. Single-family residence: Two off-street parking stalls per dwelling unit.
- B. Duplex, Triplex, and attached dwelling: One space plus enough driveway space for one additional vehicle per dwelling unit or two covered spaces per unit.
- C. Other uses: Refer to Sections 17.80.050 and 17.80.060.

**Section 2.** That Chapter 17.24 R-2 Multiple Family (Medium Density) Residence District, Section 17.24.080 - Parking Requirements of the City of River Falls Municipal Code be amended as follows:

- A. Single-family residence: Two off-street parking stalls per dwelling unit.
- B. Duplex, Triplex, and attached dwelling: One space plus enough driveway space for one additional vehicle per dwelling unit or two covered spaces per unit.
- C. Multifamily dwellings. ~~Two off-street parking stalls per unit.~~
  - 1. Studio: 1 space
  - 2. One-bedroom: 1.5 spaces
  - 3. Two-bedroom: 2 spaces
  - 4. One (1) additional space for each bedroom beyond two
  - 5. In addition to the required parking, an additional five percent (5%) of total required parking shall be provided and designated for guests if no directly adjacent public on-street parking is available.
  - 6. Required spaces are rounded up to the nearest whole number.
- D. Other uses: Refer to Sections 17.80.050 and 17.80.060.

**Section 3.** That Chapter 17.28 R-3 Multiple Family (High Density) Residence District, Section 17.28.080 - Parking Requirements, of the City of River Falls Municipal Code be amended as follows:

- A. Single-family residence: Two off-street parking stalls per dwelling unit.

- B. Duplex, Triplex, and attached dwelling: One space plus enough driveway space for one additional vehicle per dwelling unit or two covered spaces per unit.
- C. Multifamily dwellings. Two off-street parking stalls per unit.
  - 1. Studio: 1 space
  - 2. One-bedroom: 1.5 spaces
  - 3. Two-bedroom: 2 spaces
  - 4. One (1) additional space for each bedroom beyond two
  - 5. In addition to the required parking, an additional five percent (5%) of total required parking shall be provided and designated for guests if no directly adjacent public on-street parking is available.
  - 6. Required spaces are rounded up to the nearest whole number.
- D. Other uses: Refer to Sections 17.80.050 and 17.80.060.

**Section 4.** That Chapter 17.80 Parking Spaces and Parking Facilities, Section 17.80.060 - Parking Lots of the City of River Falls Municipal Code be amended as follows:

- A. To be Near Building Served. Off-street parking for other than residential uses which shall have off-street parking on the same lot with such use shall be either on the same lot or within three hundred (300) feet of the building it is intended to serve measured from the nearest point of the building to the nearest point of the off-street parking lot.
- B. Land Use Permit Required. No parking lot shall be constructed or reconstructed without a land use permit therefor. Applications for a permit shall be submitted with copies of plans in accordance with the ordinance requirements.
- C. Screening. All open off-street automobile parking areas, either newly constructed or redesigned and rebuilt subsequent to the effective date of this chapter containing two or more rows of parking stalls and an area of ten thousand (10,000) square feet or more shall provide and maintain canopy-type shade trees along with other forms of vegetation hardy in this region in tree islands and planting buffer strips totaling not less than three percent of the surfaced parking area. Each tree island or planting strip shall be not less than fifty (50) square feet in area. The size, type and location of the islands and planting strips and the plant material shall be indicated on the plans required by subsection B of this section.
- D. Parking Spaces Required. The parking requirements specified below shall apply to all new developments and allocation of such parking areas shall be indicated on the plans required by subsection B of this section.

Uses	Parking Requirements
k. Multifamily residential	<p><del>2 sp. per dwelling unit except that in housing developments exclusively for the elderly this ration shall be 1 sp. per dwelling unit</del></p> <p><u>Studio: 1 space</u></p> <p><u>One-bedroom: 1.5 spaces</u></p> <p><u>Two-bedroom: 2 spaces</u></p>

Uses	Parking Requirements
	<p><u>One (1) additional space for each bedroom beyond two</u></p> <p><u>In addition to the required parking, an additional 5% of total required parking shall be provided and designated for guests if no directly adjacent public on-street parking is available.</u></p> <p><u>Required spaces are rounded up to the nearest whole number.</u></p>
<p><del>x. General industrial and manufacturing</del></p>	<p><del>1 sp. per 3 employees, or 1 sp. for each 500 sq. ft. of gross floor area, whichever is greater</del></p>

**Section 5.** That Chapter 17.44 I-1 Industrial District, Section 17.44.060 - Parking Requirements of the City of River Falls Municipal Code be amended as follows:

1. All driveways and parking areas shall be surfaced with asphalt or concrete paving and curbed with cast-in-place barrier concrete curbs.
2. Parking areas shall have painted stalls, divider lines and directional arrows as needed for the protection and designation of vehicular traffic patterns.
3. Separate areas shall be designated for automobile parking and semi-truck parking.
4. There are no minimum parking requirements for uses within the industrial zoning districts. All parking for the use(s) shall be provided on the premises. On-street parking shall not be considered in providing for typical operational parking needs.
5. Areas for future parking expansion shall be noted on the site plan.
6. District parking and shared parking are permitted and encouraged. A shared parking agreement shall be executed and recorded against all participating properties. The agreement shall address ongoing maintenance responsibilities. All cross-access agreements shall be duly executed and recorded. Copies of these documents shall be provided to the city.
7. All parking areas shall be screened by landscaping, fencing, or a combination of the two. Parking areas adjacent to public roadways shall be screened to a height of three feet with an opacity of approximately eighty (80) percent at maturity within three (3) years.
8. Five percent (5%) of the area used for parking and circulation shall be landscaped with islands at least three hundred sixty (360) square feet or peninsulas at least one hundred eighty (180) square feet. All landscaping within parking lot areas shall be irrigated. Drought and salt-tolerant plants are encouraged to reduce the need for irrigation.
9. Areas for snow storage shall be shown on the site plan. Snow storage must be provided entirely on-site or removed from the site and disposed of properly. Snow storage is prohibited in stormwater management areas.

**Section 6.** That Chapter 17.48 I-2 Heavy Industrial District, Section 17.48.060 - Parking Requirements of the City of River Falls Municipal Code be amended as follows:

1. All driveways and parking areas shall be surfaced with asphalt or concrete paving and curbed with cast-in-place barrier concrete curbs.
2. Parking areas shall have painted stalls, divider lines and directional arrows as needed for the protection and designation of vehicular traffic patterns.
3. Separate areas shall be designated for automobile parking and semi-truck parking.
4. There are no minimum parking requirements for uses within the industrial zoning districts. All parking for the use(s) shall be provided on the premises. On-street parking shall not be considered in providing for typical operational parking needs.
5. Areas for future parking expansion shall be noted on the site plan.
6. District parking and shared parking are permitted and encouraged. A shared parking agreement shall be executed and recorded against all participating properties. The agreement shall address ongoing maintenance responsibilities. All cross-access agreements shall be duly executed and recorded. Copies of these documents shall be provided to the city.
7. All parking areas shall be screened by landscaping, fencing, or a combination of the two. Parking areas adjacent to public roadways shall be screened to a height of three (3) feet with an opacity of approximately eighty (80) percent at maturity within three years.
8. Five percent (5%) of the area used for parking and circulation shall be landscaped with islands at least three hundred sixty (360) square feet or peninsulas at least one hundred eighty (180) square feet. All landscaping within parking lot areas shall be irrigated. Drought and salt-tolerant plants are encouraged to reduce the need for irrigation.
9. Areas for snow storage shall be shown on the site plan. Snow storage must be provided entirely on-site or removed from the site and disposed of properly. Snow storage is prohibited in stormwater management areas.

**Section 7.** Effective date. This ordinance amendment shall take effect from and after its date of publication as provided by law.

**FOR THE CITY OF RIVER FALLS**

---

Dan Toland, Mayor

ATTEST:

---

Amy White, City Clerk

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_



**ORDINANCE NO. 2026 - 06**

**AN ORDINANCE AMENDING  
TITLE 17 ZONING, CHAPTERS 17.04 and 17.08  
(SHADE STRUCTURES)**

**THE COMMON COUNCIL OF THE CITY OF RIVER FALLS DOES ORDAIN:**

**Section 1.** That Chapter 17.04 - Introductory Provisions and Definitions, Section 17.04.020 - Definitions of the City of River Falls Municipal Code be amended as follows:

Section 17.04.020 - Definitions:

~~Gazebo" means a free standing roofed structure that is open on all sides.~~

Shade Structure, "Shade Structure" means a structure constructed primarily for the purpose of providing shade. A ramada, gazebo, trellis, pergola, pavilion, or other such structures are considered to be shade structures.

Shade Structure, Attached "Attached Shade Structure" means a structure attached to the principal building of a lot or parcel through a substantial and architecturally integrated connection constructed for the purpose of providing shade.

Shade Structure, Free Standing "Free Standing Shade Structure" means a detached accessory structure open on at least three sides and supporting a roof or lattice-type cover for the purpose of providing shade.

**Section 2.** That Chapter 17.08 General Requirements, Section 17.08.010 - Lot and building regulations be amended to create Section 17.08.010.C.7 Shade structures of the City of River Falls Municipal Code as follows:

Section 17.08.10.C. - General Provisions

**7. Shade Structures**

a. Shade Structures shall comply with all development standards of an accessory building except:

i. When free-standing and open on all four sides, a shade structure has no separation requirement between such shade structure and the principal building.

ii. An attached or free-standing shade structure may extend into the front yard beyond the front fascia of the principal building provided it conforms to the

minimum required front yard setback of the zoning district in which it is constructed.

- iii. For the purposes of calculating lot coverage, trellis-type roof covering will not be applied towards the total lot coverage of a lot or parcel.
- b. Shade structures may be enclosed and converted to another type of structure provided they meet the development standards of a standard accessory building.

**Section 3.** Effective date. This ordinance amendment shall take effect from and after its date of 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 Councilmembers

**FROM:** Gordon Young, Chief of Police

**DATE:** February 24, 2026

**TITLE:** **FIRST READING: ORDINANCE 2026-07 CREATING CHAPTER 10.20 REGULATING BICYCLE USE ON SIDEWALKS IN THE DOWNTOWN AREA**

---

### RECOMMENDED ACTION

Adopt Ordinance 2026-07 creating Chapter 10.20 of the Municipal Code regulating bicycle use on sidewalks within a defined portion of the downtown area.

### BACKGROUND

The City of River Falls currently allows bicycles to be operated on sidewalks throughout the city. While this approach has generally worked in residential and low-density areas, increased pedestrian activity within the downtown core has raised safety and congestion concerns.

In 2018, the City repealed a former Chapter 10.20 of the Municipal Code that broadly regulated bicycle operation, including registration and licensing requirements. That chapter was repealed due to redundancy with state statutes and limited administrative benefit.

The proposed ordinance differs in scope and intent from the repealed chapter. Rather than broadly regulating bicycle operation, this ordinance establishes a narrowly tailored restriction focused on pedestrian safety within a clearly defined portion of the downtown area, while allowing bicycle use on sidewalks elsewhere in the city.

### DISCUSSION

#### Current Situation

The Police Department has observed and received complaints regarding bicycle use on sidewalks within the downtown area where pedestrian foot traffic is more concentrated. Sidewalks in this area are frequently used by pedestrians accessing businesses, services, and community destinations.

The shared use of limited sidewalk space by pedestrians and bicyclists in the downtown core increases the potential for conflicts and near-miss incidents, particularly during busier periods of daily activity. These conditions raise safety concerns for pedestrians and bicyclists alike.

Proposed Ordinance

The ordinance creates a new Chapter 10.20 titled "Bicycle Use on Sidewalks." Under the proposed language, bicycles may continue to be ridden on sidewalks throughout the city except within a defined downtown area bounded by:

Division Street / County Road M (north),  
Cascade Avenue (south),  
Main Street (west), and  
Second Street (east).

An exception is provided allowing children 12 years of age and under to ride bicycles on sidewalks within the restricted area.

Violations would be subject to the general penalty provisions of Chapter 1.20 of the Municipal Code.

Rationale

The downtown area experiences higher concentrations of pedestrian foot traffic compared to other areas of the city, resulting in more frequent interactions between pedestrians and bicyclists on sidewalks. Sidewalk use in this area includes regular pedestrian movement related to businesses, services, and community activity. The proposed restriction is intended to reduce conflicts between pedestrians and bicyclists in this limited area while maintaining bicycle access citywide.

The ordinance is designed to be clear, geographically limited, and easy to understand. The age-based exception recognizes that younger riders may not be able to safely operate bicycles in traffic and allows continued sidewalk use for that group.

**CONCLUSION**

It is recommended the Council adopt Ordinance 2026-07 approving the creation of Chapter 10.20 of the Municipal Code to regulate bicycle use on sidewalks within a defined portion of the downtown area.



**ORDINANCE NO. 2026-07**

**AN ORDINANCE CREATING CHAPTER 10.20 OF THE MUNICIPAL CODE RELATING TO BICYCLES**

**THE COMMON COUNCIL OF THE CITY OF RIVER FALLS DOES ORDAIN:**

**Section 1.** That Chapter 10.20 titled “Regulating Bicycle Use on Sidewalks,” of the City of River Falls Municipal Code is hereby created to read as follows:

**10.20 Bicycle Use on Sidewalks.**

**10.20.010 Bicycles Allowed Except Where and When Prohibited**

- A. Bicycles may be ridden on any sidewalk or similar infrastructure in the City of River Falls, except the following locations:

Any sidewalk in the area bounded on the north by the southern right-of-way line of Division Street/County Road M, on the south by the northern right-of-way line of Cascade Avenue, on the west by the western right-of-way line of Main Street, and on the east by the eastern right-of-way line of 2<sup>nd</sup> Street, except where the rider of the bicycle is 12 years of age or under.

- B. Penalty. Any person violating the provisions of this Section shall be subject to the provisions of Chapter 1.20 of this municipal code.”

**Section 2.** Severability. The provisions of this ordinance shall be deemed severable and it is expressly declared that the City of River Falls would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other person's circumstances shall not be deemed affected.

**Section 3.** Effective date. This ordinance amendment shall take effect from and after its date of 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 Councilmembers

**FROM:** Gordon Young, Chief of Police

**DATE:** February 24, 2026

**TITLE:** **FIRST READING: ORDINANCE 2026-08 AMENDING THE TOWING OF PARKED VEHICLES SECTION OF THE OFFICIAL PARKING CONTROL MAP**

### RECOMMENDED ACTION

Adopt Ordinance 2026-08 amending the Towing of Parked Vehicles section of the Official Parking Control Map pursuant to Section 10.12.030(D)(2) of the Municipal Code.

### BACKGROUND

Section 10.12.030(D)(2) of the Municipal Code provides the authority and guidelines for towing vehicles that are parked in violation of municipal and statutory provisions, specifically addressing vehicles owned by habitual parking violators.

Wisconsin State Statute § 349.139(2) establishes minimum requirements and procedural standards for the immobilization or towing of vehicles based on unpaid parking violations, including notice requirements and the opportunity to contest citations in municipal court.

The current municipal code authorizes towing when a vehicle owner has received a minimum number of parking violations within the city. However, the existing language does not fully reflect the statutory thresholds and procedural requirements set forth in Wisconsin State Statute §349.139(2), nor does it align with current municipal court practices related to notice and scheduling court appearances.

### DISCUSSION

#### Current Situation

The existing ordinance language governing the towing of vehicles for unpaid parking violations is not fully aligned with Wisconsin State Statute § 349.139(2). Specifically, the current provisions do not reflect updated statutory thresholds for towing eligibility or clearly outline the notice and court appearance options available to vehicle owners.

While the authority to tow vehicles for habitual parking violations exists, the lack of alignment with state statute and current court practices creates ambiguity in enforcement and administrative procedures.

#### Proposed Updates

The proposed ordinance amends the *Towing of Parked Vehicles* section of the Official Parking Control Map to:

- Align local requirements with Wisconsin State Statute § 349.139(2) regarding the number and age of unpaid parking violations that may trigger towing eligibility;
- Clarify notice requirements to vehicle owners prior to towing;
- Clearly outline the options available to vehicle owners to secure release of a vehicle, including payment of forfeitures, scheduling a municipal court appearance, or a combination thereof; and
- Ensure consistency with current municipal court processes for contesting citations.

These amendments do not create new enforcement authority but rather update and clarify existing provisions to reflect current legal standards and procedures.

### **CONCLUSION**

It is recommended that the Council adopt Ordinance 2026-08 amending the Towing of Parked Vehicles section of the Official Parking Control Map in order to align the Municipal Code with Wisconsin State Statutes and provide clear guidance for enforcement and municipal court processes.



## ORDINANCE NO. 2026-08

### AN ORDINANCE AMENDING THE OFFICIAL PARKING CONTROL MAP OF THE CITY OF RIVER FALLS, WISCONSIN

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

**SECTION 1.** The Towing of Parked Vehicles section of the Official Parking Control Map as adopted pursuant to Section 10.12.030(D)(2) of the Municipal Code of the City of River Falls, Wisconsin, is hereby amended as follows:

#### **10.12.030 Official parking control maps.**

2. Beyond the circumstances described under subsection (E)(1) of this section, as justifying the towing of vehicles, a parked vehicle may be ordered to be towed by the police department if its owner has received at least ~~three parking or moving vehicle violations in the city which, as of the date in question, remain unpaid and uncontested.~~ five (5) parking vehicle violations in the city that occurred more than sixty (60) days previously, which, as of the date in question, remain unpaid and for which the owner has not scheduled an appearance in court to contest the citations. Upon the issuance of the ~~third violation, fifth citation,~~ a notice shall be mailed to the owner's last known address, advising the owner that if he or she fails to pay the outstanding forfeitures within ten (10) days, in the event that another violation occurs, his or her vehicle shall be subject to being towed under this subsection, if found parked at any location in the city. ~~In the event that~~ If a vehicle is towed under this paragraph, the following procedure shall be applied:
  - a. ~~Immediate notice~~ Notice of the fact of a towing shall be mailed to the vehicle owner's last known address, together with a copy of the citation for violation of this section. The notice shall inform the owner of the following rights: ~~(1) The right to an immediate hearing, to be held within two business days of his or her receipt of the notice to determine the validity of the tow. The hearing shall be held by the municipal court clerk. The sole issue at the hearing shall be whether or not the owner has three outstanding violations. (2) Upon payment of security in the form of a bond, the amount of which shall be established under authority granted hereby to the chief of police and which shall be equivalent to the total amount of the unpaid forfeitures outstanding against the motor vehicle in question and towing charges listed in the citation, the right to re-obtain possession of the vehicle. (3) Pursuant to the citation, the right to defend the citation in the manner prescribed by Wisconsin law and the municipal ordinances. (1) The right to secure release of the vehicle by paying all forfeitures due, by scheduling an appearance at the next available municipal court date, or by a combination thereof. (2) The right to recover the~~

vehicle upon payment of towing, storage, and related charges as provided by law.  
(3) The right to contest any citation or underlying violation in municipal court, as  
prescribed by Wisconsin law and the municipal ordinances.

**SECTION 2.** This 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 Councilmembers

**FROM:** Gordon Young, Chief of Police

**DATE:** February 24, 2026

**TITLE:** **FIRST READING ORDINANCE 2026-09 CREATING CHAPTER 10.22 REGULATING THE OPERATION OF ALL-TERRAIN VEHICLES, UTILITY TERRAIN VEHICLES, AND OFF-HIGHWAY MOTORCYCLES**

### RECOMMENDED ACTION

Adopt Ordinance 2026-09 creating Chapter 10.22 to regulate the operation of all-terrain vehicles (ATVs), utility terrain vehicles (UTVs), and off-highway motorcycles (OHMs) on public property within the City of River Falls.

### BACKGROUND

The City of River Falls has received calls and complaints regarding the operation of recreational off-road vehicles, including all-terrain vehicles (ATVs), utility terrain vehicles (UTVs), and off-highway motorcycles (OHMs), on city streets, sidewalks, paths, and other public property.

These vehicle types vary in size, configuration, and intended use. ATVs are smaller, straddle-seat, multi-wheeled vehicles designed for off-road operation. UTVs are larger off-road vehicles with side-by-side seating, steering wheels, and safety restraints. Off-highway motorcycles are two-wheeled motorized vehicles designed for off-road use. Detailed definitions and operational requirements for each vehicle type are set forth in Wisconsin State Statutes §§ 23.33 and 23.335.

While state law governs registration and use on designated routes and trails, the Municipal Code does not currently provide a comprehensive local framework clearly addressing the operation of these vehicles on city-owned streets, sidewalks, trails, parks, and other public property.

The proposed ordinance is intended to address this gap by establishing clear local authority, consistent with state law, to regulate the operation of ATVs, UTVs, and off-highway motorcycles within the City in order to protect public safety.

### DISCUSSION

#### Current Situation

The Police Department has observed and received complaints regarding the operation of off-highway motorcycles, all-terrain vehicles, and utility terrain vehicles by both juveniles and adults on city roadways, sidewalks, and shared-use paths. These vehicles are not designed or equipped to safely operate in lanes of traffic or on sidewalks, paths, and other pedestrian areas in an urban environment.

Operation of these vehicles on public property presents a life-safety concern for operators, pedestrians, bicyclists, and the motoring public. Such use also increases the potential for property damage, noise impacts, and conflicts with other lawful uses of public spaces.

#### Proposed Ordinance

The proposed ordinance creates Chapter 10.22 of the Municipal Code to regulate the operation of ATVs, UTVs, and off-highway motorcycles within the City. Key elements include:

- Adoption by reference of applicable state laws governing ATVs, UTVs, and OHMs, including Wis. Stat. §§ 23.33 and 23.335, to ensure consistency with statewide standards;
- Prohibition of operation on city streets, sidewalks, bicycle facilities, trails, parks, and other public property, except where expressly authorized by state law or by the ordinance;
- Clear identification of limited exceptions, including designated routes or trails, emergency and governmental operations, and approved special events; and
- Establishment of enforcement authority and penalties consistent with state law.

This ordinance provides a clear regulatory framework and enforcement mechanism that does not currently exist in the Municipal Code, allowing the City to address documented safety concerns related to the operation of these vehicles.

#### **CONCLUSION**

It is recommended that the Council adopt Ordinance 2026-09 creating Chapter 10.22 to regulate the operation of all-terrain vehicles, utility terrain vehicles, and off-highway motorcycles. This ordinance establishes clear authority to address unsafe operation on public property and enhances the City's ability to protect public safety.



**ORDINANCE NO. 2026-09**

**AN ORDINANCE CREATING CHAPTER 10.22 OF THE MUNICIPAL CODE RELATING TO OPERATION OF ALL-TERRAIN AND UTILITY TERRAIN VEHICLES AND OFF-HIGHWAY MOTORCYCLES**

**THE COMMON COUNCIL OF THE CITY OF RIVER FALLS DOES ORDAIN:**

**Section 1.** That Chapter 10.22 titled “Regulating the Operation of All-Terrain and Utility Terrain Vehicles and Off-Highway Motorcycles,” of the City of River Falls Municipal Code is hereby created to read as follows:

**“10.22 Regulating the Operation of All-Terrain and Utility Terrain Vehicles and Off-Highway Motorcycles.**

**10.22.010 Authority; state all-terrain vehicles and utility terrain vehicles laws adopted; state off-highway motorcycles laws adopted.**

This chapter is adopted pursuant to the authority granted to the City under Wis. Stat. §§ 62.11(5), 23.33(11), and 23.335(21), and in conformity with § 349.03(1)(b), for the purpose of regulating the operation of all-terrain vehicles, utility terrain vehicles, and off-highway motorcycles on public property within the City for the protection of public health, safety and welfare.

The provisions of Wis. Stat. §§ 23.33 and 23.335, and any administrative rules promulgated thereunder, are hereby adopted and incorporated by reference and made part of this chapter as if fully set forth herein. Any future amendments, revisions, or modifications of the foregoing statutes or administrative rules are intended to be made part of this chapter to ensure uniform statewide regulation of such vehicles and consistent enforcement within the City.

<b><u>Section</u></b>	<b><u>Subject</u></b>
<u>23.33(1)</u>	<u>Definitions.</u>
<u>23.33(1m)</u>	<u>Utility Terrain Vehicle Program.</u>
<u>23.33(2)</u>	<u>Registration.</u>
<u>23.33(2g)</u>	<u>Lac Du Flambeau Band Registration Program.</u>
<u>23.33(2h)</u>	<u>Alterations and Falsifications Prohibited.</u>
<u>23.33(2j)</u>	<u>Nonresident Trail Passes.</u>
<u>23.33(2k)</u>	<u>Weekend Exemption.</u>
<u>23.33(2m)</u>	<u>Rental of All-Terrain Vehicles and Utility Terrain Vehicles.</u>

<u>23.33(3)</u>	<u>Rules of Operation.</u>
<u>23.33(3c)</u>	<u>Operation with Firearms or Crossbows.</u>
<u>23.33(3e)</u>	<u>Original Seating.</u>
<u>23.33(3g)</u>	<u>Use of Headgear.</u>
<u>23.33(4)</u>	<u>Operation on or Near Highways.</u>
<u>23.33(4c)</u>	<u>Intoxicated Operation of an All-Terrain Vehicle or Utility Terrain Vehicle.</u>
<u>23.33(4g)</u>	<u>Preliminary Breath Screening Test.</u>
<u>23.33(4j)</u>	<u>Applicability of the Intoxicated Operation of an All-Terrain Vehicle or Utility Terrain Vehicle Law.</u>
<u>23.33(4L)</u>	<u>Implied Consent.</u>
<u>23.33(4p)</u>	<u>Chemical Tests.</u>
<u>23.33(4t)</u>	<u>Report Arrest to Department.</u>
<u>23.33(4x)</u>	<u>Officer's Action After Arrest for Operating an All-Terrain or Utility Terrain Vehicle While Under Influence of Intoxicant.</u>
<u>23.33(4z)</u>	<u>Public Education Program.</u>
<u>23.33(5)</u>	<u>Age Restrictions; Safety Certification Program.</u>
<u>23.33(5m)</u>	<u>Safety Enhancement Program.</u>
<u>23.33(6)</u>	<u>Equipment Requirements.</u>
<u>23.33(6m)</u>	<u>Noise Limits.</u>
<u>23.33(6r)</u>	<u>Passenger Restrictions.</u>
<u>23.33(7)</u>	<u>Accidents.</u>
<u>23.33(8)</u>	<u>Routes and Trails.</u>
<u>23.33(9)</u>	<u>Administration; Enforcement; Aids.</u>
<u>23.33(10)</u>	<u>Liability of Landowners.</u>
<u>23.33(11)</u>	<u>Local Ordinances.</u>
<u>23.33(11m)</u>	<u>Exceptions.</u>
<u>23.33(12)</u>	<u>Enforcement.</u>
<u>23.33(13)</u>	<u>Penalties</u>
<u>23.335(1)</u>	<u>Definitions.</u>
<u>23.335(2)</u>	<u>Registration.</u>
<u>23.335(3)</u>	<u>Registration; Application Process.</u>
<u>23.335(4)</u>	<u>Registration; Certificates and Decals.</u>
<u>23.335(5)</u>	<u>Registration of Off-Highway Motorcycle Dealers.</u>
<u>23.335(5m)</u>	<u>Alterations and Falsifications Prohibited.</u>

<u>23.335(6)</u>	<u>Nonresident Trail Passes.</u>
<u>23.335(7)</u>	<u>Rental of Limited Use Off-Highway Motorcycles.</u>
<u>23.335(8)</u>	<u>Use of Protective Headgear.</u>
<u>23.335(9)</u>	<u>Rules of Operation.</u>
<u>23.335(10)</u>	<u>Operation on Highways; Limited Use Motorcycles.</u>
<u>23.335(11)</u>	<u>Operation Adjacent to Roadway.</u>
<u>23.335(12)</u>	<u>Intoxicated Operation.</u>
<u>23.335(13)</u>	<u>Age Restrictions; Safety Certificate Requirements.</u>
<u>23.335(14)</u>	<u>Safety Certification Program.</u>
<u>23.335(15)</u>	<u>Safety Grant Program.</u>
<u>23.335(17)</u>	<u>Equipment Requirements.</u>
<u>23.335(18)</u>	<u>Accidents.</u>
<u>23.335(19)</u>	<u>Trail and Routes.</u>
<u>23.335(20)</u>	<u>Enforcement Activities and Projects; Funding.</u>
<u>23.335(21)</u>	<u>Local Ordinances.</u>
<u>23.335(22)</u>	<u>Enforcement.</u>
<u>23.335(23)</u>	<u>Penalties.</u>

**10.22.020 Purpose.**

The Common Council finds that the operation of all-terrain vehicles, utility terrain vehicles, and off-highway motorcycles on public streets, alleys, sidewalks, bicycle facilities, parks, trails, and other public property not expressly designated for such use presents safety hazards to pedestrians, bicyclists, and motorists, causes noise and nuisance impacts, and risks damage to public property and the environment. It is the intent of this chapter to prohibit such operation on public property within the City except where expressly authorized by state law or under this chapter.

**10.22.030 Definitions.**

For the purposes of this chapter, the following terms shall have the meanings given herein:

ALLEY — Has the meaning given in Wis. Stat. § 340.01(2).

ALL-TERRAIN VEHICLE (ATV) — Has the meaning given in Wis. Stat. § 23.33(1)(b).

AUTHORIZED EMERGENCY VEHICLE — Has the meaning given in Wis. Stat. § 340.01(3).

BICYCLE LANE — Has the meaning given in Wis. Stat. § 340.01(5e).

BICYCLE WAY — Has the meaning given in Wis. Stat. § 340.01(5f).

HIGHWAY — Has the meaning given in Wis. Stat. § 340.01(22).

OFF-HIGHWAY MOTORCYCLE (OHM) — Has the meaning given in Wis. Stat. § 23.335(1)(q).

OPERATE — With respect to ATVs/UTVs, has the meaning given in Wis. Stat. § 23.33(1)(ir). With respect to OHMs, has the meaning given in Wis. Stat. § 23.335(1)(z).

OPERATION — With respect to ATVs/UTVs, has the meaning given in Wis. Stat. § 23.33(1)(it). With respect to OHMs, has the meaning given in Wis. Stat. § 23.335(1)(zb).

PARKS — Has the meaning given in § 12.20.010 of this code.

PUBLIC PARKING LOT — Any off-street parking facility owned, leased, or controlled by the City and open to the public, whether free or fee-based, such as the off-street parking lots listed under § 235-35.

PUBLIC PROPERTY — Any real property owned, leased, or controlled by the City including, without limitation, streets, highways, alleys, sidewalks, bicycle lanes, bicycle ways/paths, trails, parks, recreation and open space lands, and public parking lots, whether open to the public or temporarily closed.

RECREATION AND OPEN SPACE LANDS — City-owned or City-controlled lands designated or used for recreation, conservation, stormwater, or open space purposes, whether developed or undeveloped, and excluding streets, alleys, and roadways.

ROADWAY — Has the meaning given in Wis. Stat. § 340.01(54).

SIDEWALK — Has the meaning given in Wis. Stat. § 340.01(58).

STREET — Has the meaning given in Wis. Stat. § 340.01(64).

TRAIL — A marked corridor on public property intended for recreational travel or access, whether for motorized or nonmotorized use, and designated or maintained by the City.

UTILITY TERRAIN VEHICLE (UTV) — Has the meaning given in Wis. Stat. § 23.33(1)(ng).

#### **10.22.040 Prohibited operation**

No person may operate, or permit the operation of, any ATV, UTV, or OHM on any public property within the City, including but not limited to streets, alleys, sidewalks, bicycle lanes or bicycle ways, trails, parks, recreation and open space lands, and public parking lots, except as expressly authorized by state law or by this chapter.

#### **10.22.050 Exceptions**

This chapter does not apply to the operation of any ATV, UTV, or OHM in the following circumstances:

- A. Designated routes and trails. When operated on an officially designated all-terrain vehicle route or trail or off-highway motorcycle route or trail established and signed in accordance with Wis. Stat. §§ 23.33(8) and 23.335(19), and any applicable administrative rules.
- B. Authorized emergency vehicles and governmental operations. When

operated by an authorized emergency vehicle or by officers, employees, or agents of a City, county, state, or federal agency, or the University of Wisconsin – River Falls, or the School District of River Falls, or a public utility or electric cooperative, while engaged in official duties, including maintenance, inspection, or utility operations, as provided under Wis. Stat. §§ 23.33(11m) and 23.335(22). Add university and school district

C. When operation is expressly authorized as part of a special event approved by the City, including but not limited to events authorized under Wis. Stat. §§ 23.33(4)(c)2. and 23.335(10)(a)7 and (b).

D. Operations otherwise permitted by state law. When and to the extent operation is expressly permitted or exempted under Wis. Stat. §§ 23.33 or 23.335, or administrative rules promulgated thereunder.

**10.22.060 Penalties.**

Any person who violates any provision of this chapter shall, upon conviction, forfeit not more than \$250, as provided under Wis. Stat. §§ 23.33(13) and 23.335(23), together with the costs of prosecution. Each violation constitutes a separate offense.

**10.22.070 Enforcement.**

This chapter shall be enforced by the Police Department and other duly authorized officers in accordance with Wis. Stat. §§ 23.33(12) and 23.335(22).

**10.22.080 Transmittal.**

The City Clerk shall promptly transmit a copy of this chapter and any amendments to the Wisconsin Department of Natural Resources, the Wisconsin State Patrol, and to the office of any law enforcement agency of each jurisdiction having authority over highways to which this chapter applies, consistent with Wis. Stat. §§ 23.33(11)(b) and 23.335(21)(b).”

**Section 2.** Severability. The provisions of this ordinance shall be deemed severable and it is expressly declared that the City of River Falls would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other person's circumstances shall not be deemed affected.

**Section 3.** Effective date. This ordinance amendment shall take effect from and after its date of 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:** Harley Mehlhorn, Senior Planner

**DATE:** February 24, 2026

**ITEMS:** **FIRST READING ORDINANCE 2026-10 REZONING FROM INDUSTRIAL DISTRICT (I-1) TO HIGHWAY COMMERCIAL DISTRICT (B-3) FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF SUMMIT AND ST. CROIX STREETS (JERRY'S AUTOMOTIVE EXPANSION)**

### RECOMMENDED ACTION

Adopt ordinance 2026-10, rezoning a parcel of land on the southwest corner St. Croix and Summit Streets from Industrial to Highway Commercial.

### BACKGROUND

Auth Consulting, on behalf of Jerry's Automotive, has submitted a request for a rezoning (zoning map amendment) for property directly west of Jerry's Automotive. The area is currently being used for parking and storage related to the business. This request would facilitate an expansion of the existing auto repair facility.

*Location Map (rezoning area shaded in purple)*



## REZONING ANALYSIS

### Existing Zoning

The parcel in question is currently zoned I-1 Industrial. Storage for an auto-repair business may be permitted on-site even given the current zoning, however it is best practice to, where possible, make zoning consistent and uniform, especially given the parcels will be combined via Certified Survey Map and the proposed expansion would cross the zoning/parcel boundary.



### Comprehensive Plan Conformance

When considering a rezoning, the Comprehensive Plan Future Land Use Map, Master Plans or Area Plans that may apply to the subject property; access to transportation and utilities to serve the proposed uses; and compatibility with surrounding land uses are evaluated.



The Comprehensive Plan Future Land Use map designates the site as “Mixed Use”, this designation contemplates a mix of commercial and residential uses. The proposed zoning of B-3

is a mixed-use district by effect of the district permitting both residential and commercial type uses. This proposed rezoning would meet the goals of the Comprehensive Plan.

*Utility and Transportation Access*

Utilities and access are available off of W. Summit Street and N. Main Street and an existing utility service would likely be sufficient to serve the planned expansion.

*Surrounding Land Uses*

The contiguous boundaries of the subject site are surrounded by a combination of I-1, R-3, and B-3 zoning districts comprised of Commercial uses to the north/northeast and Residential uses to the south. Staff find the proposed zoning is compatible with surrounding land uses.

**NOTIFICATION**

Per the requirements laid out by section 17.104.50 of municipal code, staff has posted notification of the proposed rezoning on the site and sent mailers to property owners within 300 ft. of the subject property. As of the time of this writing, staff has not received any comments on the proposal.

**SUMMARY**

An application has been submitted for a rezoning for property located at the southwest corner of W. Summit and St. Croix Streets directly west of Jerry's Automotive to facilitate a planned expansion of the building. The existing zoning is I-1 and the proposed zoning is B-3 which staff finds compatible with the surrounding land uses. The proposed rezoning is consistent with the guidance of the Comprehensive Plan.

**PLAN COMMISSION RECOMMENDATION**

The Plan Commission reviewed the rezoning at their February 3<sup>rd</sup>, 2026 meeting and forwarded the request to City Council with a favorable recommendation.



**ORDINANCE 2026-10**  
**AMENDMENT TO THE OFFICIAL ZONING MAP OF THE CITY OF RIVER FALLS**  
**REZONING PROPERTY AT THE SOUTHEAST CORNER**  
**OF W. SUMMIT STREET AND ST. CROIX STREET**  
**FROM I-1 INDUSTRIAL DISTRICT TO B-3 HIGHWAY COMMERCIAL DISTRICT**

**WHEREAS**, Auth Consulting, on behalf of Jerry's Automotive, filed an application with a signed petition on January 9<sup>th</sup>, 2026 to rezone an approximately 2.03 acre site located at the southwest corner of W. Summit Street and St. Croix Street, currently addressed as 659 St. Croix Street, from I-1 Industrial District to B-3 Highway Commercial District; and

**WHEREAS**, notification letters were mailed on January 32<sup>rd</sup>, 2026, to property owners within 300 feet of the parcels proposed for rezoning and proposed rezoning signs were placed on the site on January 32<sup>rd</sup>, 2026, per Section 17.104.050 of the Municipal Code; and

**WHEREAS**, the Plan Commission considered the rezoning at its February 3<sup>rd</sup>, 2025 meeting and found the amendment to be reasonable, appropriate, and consistent with the Comprehensive Plan and current City plans for the site.

**NOW, THEREFORE**, the Common Council of the City of River Falls does ordain as follows:

1. Zoning Map Amendment is approved to rezone the subject parcel from I-1 Industrial District to B-3 Highway Commercial District (legally described in Exhibit A of this ordinance).

Dated this 10<sup>th</sup> Day of March, 2026.

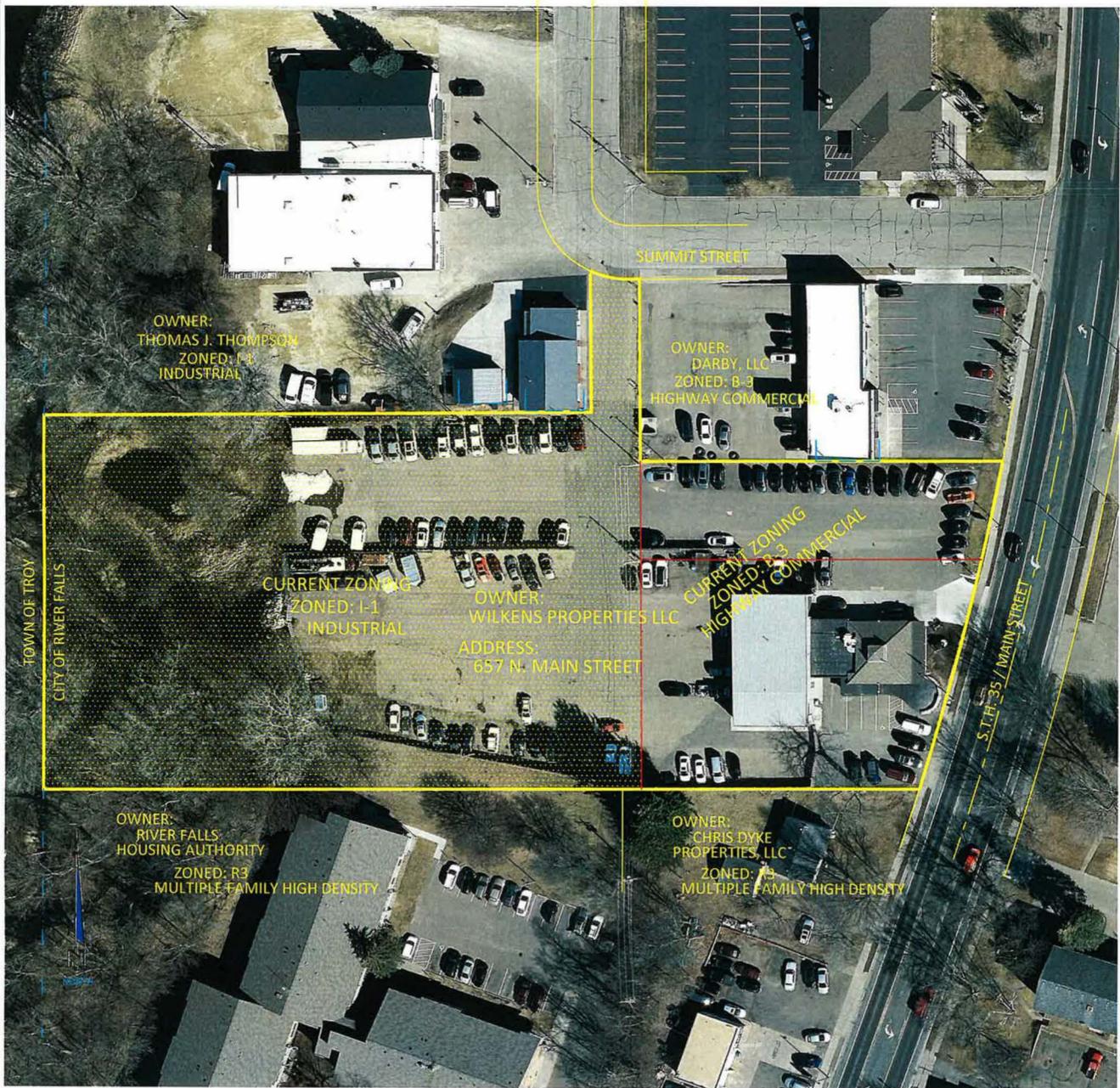
\_\_\_\_\_  
Dan Toland, Mayor

ATTEST:

\_\_\_\_\_  
Amy White, City Clerk

# REZONE DESCRIPTION:

Located in part of the Southeast Quarter of the Southeast Quarter and part of the Northeast Quarter of the Southeast Quarter, Section 36, Township 28 North, Range 19 West, City of River Falls, St. Croix County, Wisconsin, more particularly described as follows:  
Commencing at the Southeast corner said Section 36;  
Thence N00°13'22"E 1311.89 feet along the east line of the Southeast Quarter said Section 36;  
Thence S89°44'39"W 952.64 feet to the point of beginning;  
Thence continuing, S89°44'39"W 367.06 feet to the west line of the Southeast Quarter of the Southeast Quarter said Section 36;  
Thence N00°10'33"E 229.28 feet along the west line of the Southeast Quarter of the Southeast Quarter and the west line of the Northeast Quarter of the Southeast Quarter to the north line of a parcel described in Document Number 1082009;  
Thence N89°33'39"E 335.10 feet to the parcel described in Document Number 1082009;  
Thence N00°26'22"W 86.20 feet to the south right of way line of Summit Street and to the north line of the parcel described in Document Number 1082009;  
Thence 23.99 feet along the arc of a 55.00 foot radius curve, concave to the northeast, the chord of which bears S77°58'22"E 23.80 feet;  
Thence continuing along the south right of way line of Summit Street, N89°33'39"E 6.80 feet to the east line of the parcel described in Document Number 1082009;  
Thence S00°20'22"E 311.50 feet to the point of beginning.



REQUESTING ZONING FROM I-1 (INDUSTRIAL ) TO B-3 (HIGHWAY COMMERCIAL)

## Community Development Department

222 Lewis Street  
River Falls, WI 54022  
715.425.0900  
www.rfcity.org



### MINUTES PLAN COMMISSION JANUARY 6, 2026 CITY COUNCIL CHAMBERS

**Members Present:** Rob Gormanson, Michael Woolsey, Diane Odeen, Rebecca Prendergast, Dan Toland  
**Members Absent:** Chris Holtkamp, Lisa Moody  
**Staff Present:** Emily Shively, Becky Corson, Joe Reardon

#### CALL TO ORDER

Meeting convened at 6:30 p.m.

#### APPROVAL OF MINUTES

M/Woolsey, S/Odeen to approve minutes. Motion carried 5/0.

#### PUBLIC COMMENTS

Patricia La Rue – (485 Marcella Ct) – spoke on the planning and housing developments that have been up for discussion at previous meetings. La Rue referenced housing plans staff have shared and she indicated the plots and square, that people aren't realizing that each of those squares has a family. A family that chose to move to this area, understanding the setbacks and size of the parcel are getting the property they can afford. She appreciates people not wanting to adjust what is in our ordinances, but understands that smaller developments make more affordable housing for others.

#### ORDINANCES AND RESOLUTIONS

**Proposed ordinance amendments to Title 17 – Zoning, Chapters 17.04, 17.08, 17.20, 17.24, 17.28, 17.44, 17.48, 17.64, 17.73, and 17.80; the purpose of which is to implement the Comprehensive Plan Housing and Land Use Chapters including changes to residential development performance standards; parking requirements; allowing for accessory dwelling units; clarifying definitions; and adding an expiration of site plan approval.**

Assistant Director of Community Development Emily Shively gave a presentation regarding the proposed ordinance amendments as part of the Comprehensive Plan implementation. Shively gave a presentation highlighting what was discussed during the December Plan Commission workshop to provide some context for those watching this evening. Covered in the presentation is Comprehensive Plan guidance, data analysis, and potential ordinance amendments. Shively indicated the Comprehensive Plan has an implementation chapter and a section for each major element in the Comp Plan. For the amendments highlighted above, Shively is focusing on items from Housing and Land Use elements. The first item selected to update is to update the zoning code to support the Land Use Chapter mainly with regard to residential development standards. Two items selected that align with the land use item is to update the zoning ordinance to support

density and development that accommodates the missing middle housing, and another is to consider the adoption of alternative housing options, such as accessory dwelling units (ADUs). Shively covered the diagram to understand how policies and regulations stack, with the most flexibility on the green area on the diagram (Comprehensive Plan and Zoning), and as you increase on the diagram policies and processes become more defined with less discretion and more certainty (toward Site Plan and Building Permit). Another piece in implementing the goals of the community is partnership within the private sector. In order for a development project to be successful it needs to be feasible in five areas (financial feasibility, market feasibility, physical characteristics, legally feasible, and political feasibility). Shively indicated that each of the five characteristics have different components of risk. Where more certainty, there is a lower risk, and a project can become more feasible and potentially more affordable.

Shively covered the data collection process on existing neighborhoods and the conformance size to the standards of code; reviewed the locations of missing middle housing typology; and reviewed development standards of recent projects, the majority of which were approved via the Planned Unit Development process which provided flexibility from the underlying zoning standards. Another piece for the data collection is the Housing Needs Analysis study that was conducted in 2018, updated in 2022, and set to be updated again in 2026.

Starting with the R-1 single-family low-density residence districts, an interesting thing discovered is the average lot size in this district is 11,542 square feet and the average R1 duplex lot size is only slightly larger at 12,950 square feet. Shively indicated there are not many existing single-family lots in R-1 that were not conforming as to size. The analysis indicates that most single-family homes are on lots at least 7,500 square feet in size, and there are very few areas where there are under three dwelling units per acre. Most are between 3-12 dwelling units per acre. Shively indicated the higher densities are partially due to the mix of housing types in our existing neighborhoods. Current code in the City allows for duplexes in R1 provided they have a 1,400 foot separation from each other or in larger developments not to exceed 2 acres. Existing stock of duplexes, triplexes and quadplexes in R1 illustrates that these provisions have not been adhered to in the oldest and most established parts of the City. Shively also indicated that the existing stock of missing middle blends well into the streetscape and does not generate a higher level of complaints regarding traffic as compared to purely single-family areas.

Shively compared more recent developments where the flexibility for lot size, lot width, and setbacks were all requested and granted via PUD for the neighborhoods, and flexibility that was requested regarding parking, setbacks, and open space being requested and granted for multi family projects in the past 6 years. All these requests were in alignment with the Comprehensive Plan and flexibility was needed for project feasibility. Based on tracking of housing needs in the community and additional 313 multi-family, 258 single-family, 81 twin-homes, and 693 senior housing units are needed by 2030.

Shively covered how the Planned Unit Development tool is helpful for providing flexibility, but it also creates uncertainty for developers and the community and lengthens the approval process. In review of the flexibility the City has granted via PUD over time, the proposed ordinance amendments intend to move the approvals up the pyramid where there is more certainty and less discretion which means less risk.

Shively indicated the key takeaways from the data collection are that lot size, setbacks, and housing type are areas where the ordinance is out of alignment with the Comprehensive Plan and development feasibility. Scaling lot size differently across housing types in R-1, R-2, and R-3 districts would be consistent with the existing missing middle development patterns and can

provide for additional opportunities for more of this type of housing development in new neighborhoods.

Shively then moved to cover proposed residential ordinance amendments. The three areas covered in this section were accessory dwelling units, residential lot performance standards, and multifamily performance standards. The first area covered was accessory dwelling units. Shively covered the proposed elements of this ordinance. Other cities' codes were reviewed as well as best practices to remove barriers to build this type of housing while balancing the integration of these homes into neighborhoods. Another item covered is how setbacks are measured. The proposed change is to measure setbacks from the property line to the building foundation rather than the overhang or eave. Also, for some housing types in certain zoning districts we move away from a minimum lot size area per unit and instead use a density standard for the number of homes per acre. Shively indicated this would allow for more flexibility in lot and unit configuration while achieving the same goal as a minimum lot size or lot area.

Shively talked about the three main changes in the R-1 district is minimum lot size reduction from 7,500 to 5,000 square feet, two-family homes are allowed without a separation requirement, and density standards reflect the minimum lot size with triplexes allowed on lots at least 10,000 square feet in size. The main changes for the R-2 district will be scaling single-family lot sizes to allow for more homes in a zoning district, and setbacks being modified to reflect flexibility. The changes for the R-3 district keeps the single-family lot scale in R-2 and does not have an upper limit on the number of two-family or multi-family units, but would be determined based on setbacks, parking, stormwater, and other site conditions. Shively did include in this package a new item with modest changes to Mobile Home Park Zoning to bring them in alignment with R-2 district standards.

Shively highlighted the significant change proposed for multifamily homes, the amenity and open space standards. Current requirements are that one square foot of usable open space be provided for each square foot of dwelling area has required a PUD process for all our recent multifamily projects. A menu of options that a project could provide was created for future projects. The number of those required for each project is based on the number of units in a development. More units would mean more amenities. Shively indicated we are proposing we retain the 1:1 open space standard, but as an option for all projects. Also we are proposing projects that provide affordable housing also receive a credit or reduction in required amenities.

Shively mentioned the final residential ordinance amendment proposed is for multifamily parking. Based on existing projects in the City, standards other communities use, and thinking about locations that may have available on-street parking for visitors versus those that will need to provide some off-street parking for guests.

Lastly, Shively covered a few other items that have come up over time (accessory uses and shade structures, driveway performance standards, and other miscellaneous amendments). For Accessory Uses and Shade Structures a proposal for separate definitions for the two to provide more clarity. Similarly, for attached dwelling and principal building. Issues have come forward around shade structures such as pergolas and gazebos as current code doesn't differentiate between open-sided and enclosed accessory structures. Shively covered for driveway performance standards in R-1 the driveway width may be the greater of 30% of the lot width up to 35', and R-2 and R-3 may be up to 35' wide. Shively covered the last few items proposed, the first was single family and two-family homes have at least one door facing the street, adding an expiration date for site plan review, and regulation for window signs as we do not have a definition

for them. And lastly using the same parking standards in the Corporate Park Zoning to I-1 and I-2 zoning districts.

Shively wrapped up her presentation and asked the Commission if they were ready to make a recommendation to Council regarding the proposed amendments.

Diane Odeen made a motion to forward the six proposed ordinance amendments with a favorable recommendation to City Council. **M/Odeen, S/Prendergast – carried 5/0**

Michael Woolsey talked about his meeting he had with Emily Shively before the Plan Commission meeting and asked Emily to discuss with the Plan Commission how to look at the lot sizes in R-1, (low density) R-2 (medium density) and R-3 (high density) regardless of housing type. And that you can have a mix of home types in different zoning districts. Shively also clarified there wouldn't be a project like the Uplands in a R-1 zoning district.

Diane Odeen spoke on this would allow for more creativity to developers with these changes.

Woolsey also mentioned this helps the Plan Commission have more conversations with other people when questions arise and be an improvement on thing, we are looking for with regards to housing numbers.

Dan Toland spoke on how he thinks this will help clarify things and make things easier with not needing to go through extra PUDs on future developments.

### **Planning Update**

Emily Shively gave a planning update with an overview of the adopted Council Strategic Initiatives that were adopted last fall and will be ongoing through June of 2027. Shively indicated the initiatives fall under the same four categories established by the Council's strategic planning (Connected Community, Economic Vitality, Financial Sustainability, and Quality Municipal Services). For Connected Community the key areas for focus are Kinnickinnic River Corridor Plan Phase 1, Safe Streets Actions Plan, and Glen Park Phase II. For Economic Vitality the key areas for focus are Downtown Project, Continued Infill in Corporate Parks, and Innovation Center Expansion. For Financial Sustainability the key effort here is examining impact fees. And for Quality Municipal Services the key areas are the Fire Station Remodel, Library Remodel and Capital Campaign, Public Safety Communications Upgrade, and Public Utility Infrastructure Assessment. Lastly, Shively covered we are shifting two meetings this year due to elections, the April Plan Commission meeting shifting from Tuesday to Wednesday April 8<sup>th</sup>, and November 3<sup>rd</sup> shifting to November 4<sup>th</sup>. Shively also mentioned we are expecting to have a meeting in February and possibly having some more ordinance amendments.

### **ADJOURNMENT**

Commissioner Woolsey made a motion to adjourn at 7:04 p.m. S/Odeen; motion carried 5/0.

Respectfully submitted,

Becky Corson, Community Development Coordinator

# Community Development Department

222 Lewis Street  
River Falls, WI 54022  
715.425.0900  
www.rfcity.org



## PARK AND RECREATION ADVISORY BOARD MINUTES JANUARY 21, 2026 at 5:30 p.m. CITY HALL COUNCIL CHAMBERS

### CALL TO ORDER

Meeting convened at 5:30 p.m.

### ROLL CALL

**Members Present:** Matt Janquart (Chair), Mei Mei Abdouch, Phil Galli, Brenda Gaulke, Melissa Pedrini, and Natasha Schaefer.

**Members Absent:** Jeff Bjork (Council Rep).

**Staff Present:** Brooks Ostendorf - Conservation and Parks Manager, Levi Myers - Natural Resources Coordinator, Kyle Mackey - Recreation Coordinator, Brenda Rundle - Customer Service Representative.

### APPROVAL OF MINUTES

1. **MSC Gaulke/Abdouch approve the minutes of the Dec 17, 2025 Park and Recreation Advisory Board (PRAB) meeting. Unanimous.**

### PUBLIC COMMENTS

William Hansen of the Town of River Falls spoke on behalf of Lake George and the animals found there. He encourages PRAB to work to preserve and enhance the valuable, unique, biodiverse feature of our community. Matt Janquart thanked Erica and the Public Works Staff for helping The Prairie Enthusiasts (TPE) with their clean-up of sections of the Kinni.

### ACTION ITEMS

2. Conservation and Parks Manager Brooks Ostendorf provided a memo with park impact fee analysis and recommendations. Staff recommends using available funds at three parks: Glen Park (nature-themed playground, multi-use sport court, multi-use building, trail connection, and landscaping), Sterling Ponds Park (picnic shelter, paved trails, and landscaping), and DeSanctis Park (water service to Grow to Share by spring 2026). Mei Mei Abdouch clarified that the PRAB offers advice and City Council makes the final decision. She would like to see \$10,000 go towards the Dog Park for shade structures because a lot of trees were removed due to EAB. After discussion, Park Board prefers to remove the landscaping from City Staff's recommendation list and add the dog park shade structures instead.

**MSC Abdouch/Schaefer to collect Park Impact Fees in a single fund that can be used at any park. Unanimous.**

**MSC Galli/Pedrini to approve the allocation of park funds for the City's designated three sites. After discussion, MSC Galli/Pedrini to amend the original motion to the allocation of park funds for the City's designated three sites without #3 and #5 (both landscaping) but adding shade structures at the Dog Park. Unanimous.**

## **DISCUSSION ITEMS**

None.

## **STAFF REPORTS**

3. Brooks told PRAB to email him with any questions about the Comm Dev report that will be included at the back of the packet each month. He asked PRAB to think about desired plans for the land included in the proposed annexation of the Johnson Property. Levi thanked TPE for working on buckthorn removal at Foster Cemetery. EAB tree removal and maintenance have begun throughout the City. Kyle announced that camping reservations will open Feb. 2. Shelter reservations opened on Jan. 4 and there were 24 reservations within the first four minutes, and 65 reservations made in the first 18 minutes. Brooks then read an email from City Administrator Scot Simpson letting PRAB members know that with the dangerously cold weather coming in, that while we don't open shelters unsupervised, the police department has a plan with local agencies to help people find shelter, and officers are able to access shelters if needed for individuals on a limited, temporary basis in addition to the sheltering options that local agencies provide.

## **CALENDAR**

The next Parks and Recreation Advisory Board meeting will be Wednesday, Feb. 18, 2026 at 5:30 p.m. in the Council Chambers.

## **ADJOURNMENT**

**MSC Abdouch/Galli to adjourn the meeting at 6:37 p.m. Unanimous.**

Respectfully submitted,



Brenda Rundle, Customer Service Representative



**CITY OF RIVER FALLS  
UTILITY ADVISORY BOARD  
MEETING MINUTES  
OCTOBER 20, 2025**

The meeting was called to order by Utility Advisory Board (UAB) Chair Chris Lick at 6:30 p.m.

The pledge of allegiance was said.

**Utility Advisory Board Present:** Josh Amundsen, Mike Gardner, Chris Lick, Scott Morrisette and Tim Thum

**Utility Advisory Board Absent:** Amber Bjork and Mark Klecker

**Staff Present:**

Utility Director Kevin Westhuis; Electric Operations Superintendent Wayne Siverling; Executive Assistant Lanae Nelson; WPPI Energy Services Manager Jenna Willi; WPPI Energy Chief Financial Officer Joe Daggett; and IT Technician Joe Reardon

**Approval of Minutes:**

Meeting Minutes: 09-15-2025

**MSC Gardner/Thum approved minutes. Unanimous.**

**PUBLIC COMMENTS:**

William Hansen, N8723 1025 Street referenced October 10, 2025, *Science Advances* study of over 500 fish populations, noting that fishing has a greater impact than warming and recommended updating guidelines as a more effective and economical alternative to dam removal.

**REPORTS:**

**WPPI Energy Business Update – The Power to Thrive Report**

Westhuis introduced WPPI Energy Chief Financial Officer Joe Daggett and WPPI Energy Service Representative Jenna Willi. Daggett gave an overview of WPPI Energy's business operations, highlighting its 45-year history as a Joint Action Agency representing 51 member-governing bodies. He outlined the agency's mission, vision, financial status, and capital needs, and shared key initiatives for 2025, including electric generation resource planning, continued investments in transmission infrastructure, and ongoing support and advocacy for member communities.

Daggett also outlined the upcoming 2027-2031 business plan, to be finalized in 2026, with a focus on peak demand, cost stability, and a diversified power supply.

**Finance Report**

Westhuis shared the new year-to-date budget format. August financials were included in the packet.

**Utility Dashboards**

Westhuis reviewed the September 2025 dashboards, focusing on the Wastewater Treatment Plant Biosolids Dryer and Focus on Energy incentives.

### Monthly Report

The utility reports for September 2025 were included in the NSP packet for review.

### Utility Director's Report

Westhuis reviewed the utility billing disconnection process; the moratorium starts in November.

The Fall Cleanup (October 6-11) had 1,191 vehicles participating in the event.

At the WPPI Energy Annual Meeting in September, Council President/Aldersperson At Large Scott Morrissette received the Community Service Award, Electric Meter Technical Virgil Johnson earned the Shining Star Award and RFMU celebrated its 125<sup>th</sup> anniversary.

During Public Power Week (October 5-11) RFMU Electric Department hosted a live safety demonstration and provided free River Road Coffee beverages and Holy Donuts treats.

### **ADJOURNMENT:**

**MSC Amundsen/Morrissette to adjourn. Unanimous. UAB Chair Lick announced the meeting adjourned at 7:15 p.m.**

Respectfully submitted, Executive Assistant Lanae Nelson



## MEMORANDUM

**TO:** Mayor Toland and City Council

**FROM:** Todd Nickleski, City Engineer

**DATE:** February 24, 2026

**TITLE:** RESOLUTION AWARDING SWINGING BRIDGE REHABILITATION DESIGN TO OLSON AND NESVOLD ASSOCIATES, PSC

---

### RECOMMENDED ACTION

Adopt a resolution awarding the Swinging Bridge Rehabilitation Design contract to Olson and Nesvold Engineers, PSC.

### BACKGROUND

The Swinging Bridge, located in Glen Park, is a significant piece of River Falls' history and an iconic feature of Glen Park. The bridge is also an important component of our pedestrian system connecting from downtown River Falls to Glen Park over the South Fork of the Kinnikinic River. The Swinging Bridge was originally constructed in 1925 and reconstructed in 1986. Work since 1986 includes a significant bridge abutment & bank stabilization project in 2010, a composite deck installation in 2012 and siderail replacements in 2025. The Swinging Bridge is a unique timber framed suspension bridge design and one of about five pedestrian suspension bridges in Wisconsin. The Swinging Bridge was added to the State Registry of Historic Places in 2018.



**DISCUSSION**

To ensure the bridge is maintained in good and safe condition, the City implemented a biennial inspection program. This work has been performed by Olson and Nesvold Engineers, PSC (O&N) for approximately 20 years. The inspections provide maintenance and replacement recommendations. The most recent inspection was performed in 2024 and recommended significant action items including replacement of the timber floor beams and the deck within two to six years. This work constitutes a complete bridge rehabilitation project and was included in the City Council approved 2026 Capital Improvement Plan.

Professional service expenses above \$50,000 typically require two to three competitive quotes per the City of River Falls Purchasing Policy. However due to their long history with this unique structure and knowledge of suspension bridges, staff recommend City Council authorize a design contract with O&N for \$168,453. Additional considerations supporting O&N for engineering design services include:

1. The 1986 bridge rehabilitation engineering design work was prepared by an individual currently employed by O&N.
2. O&N performed laser scanning of the existing Swinging Bridge suspension cable geometry to assist the City with bridge repairs. This geometric information would be utilized in the design and minimize field time required to prepare an engineering design.

If authorized O&N would begin engineering design in Spring 2026. A conceptual schedule is shown below:

1. Design: April-September 2026
2. Historic Consultation (State Historical Preservation Office and Historic Preservation Commission: April-July 2026
3. Project Bidding: October 2026
4. Council Award of Construction Contract: Fall 2026
5. Construction: June-October 2027

A copy of the O&N proposal is attached. Note this proposal assumes city staff will perform much of the construction observation. If additional construction assistance is required, it would be amended to the O&N contract.

**FINANCIAL CONSIDERATIONS**

This design project is identified in the 2026 Capital Improvement Plan with the design and construction phases of the project funded wholly by TID 8. Note the resolution associated with this memo only authorizes design services. The construction contract will be publicly advertised per state statutes and purchasing policy which will require council authorization and is anticipated in Fall 2026.

Swinging Bridge Rehabilitation Design			
Sources		Uses	
TID 8	\$168,453	Professional Services	\$ 168,453
<b>Total all Sources</b>	<b>\$168,453</b>	<b>Total all Uses</b>	<b>\$168,453</b>

**CONCLUSION**

The Glen Park Swinging Bridge is an important part of the City of River Falls. Staff recommends authorizing a contract with Olson and Nesvold Associates PSC to provide engineering design services to rehabilitate the Glen Park Bridge to ensure its long term functionality and safety.



**RESOLUTION NO.**

**RESOLUTION AWARDING THE GLEN PARK SWINGING BRIDGE REHABILITATION DESIGN TO OLSON AND NESVOLD ASSOCIATES, PSC.**

**WHEREAS**, the City of River Falls maintains a biennial inspection program for the Glen Park Swinging Bridge and

**WHEREAS**, the previous complete rehabilitation of the Glen Park Swinging Bridge occurred in 1986, and

**WHEREAS**, the 2024 Swinging Bridge Biennial Inspection recommended replacement of the majority of wooden members of the bridge within two to six years, and

**WHEREAS**, completing the rehabilitation design in 2026 will allow for rehabilitation construction activities to occur in 2027, and

**WHEREAS**, Olson and Nesvold Associates PSC has extensive experience with the Glen Park Swinging Bridge and is most capable of performing the rehabilitation project engineering design, and

**NOW, THEREFORE, BE IT RESOLVED** the City Council authorizes the City Administrator to negotiate a contract with Olson and Nesvold Associates PSC. not to exceed \$168,453 to perform engineering design services to rehabilitate the Glen Park Swinging Bridge, and

**BE IT FURTHER RESOLVED** that the City of River Falls shall comply will all state and federal laws, regulations, and grant agreement requirements pertaining to the implementation of this project and fulfillment of the grant provisions.

Dated this 24<sup>th</sup> day of February 2026.

---

Dan Toland, Mayor

ATTEST:

---

Amy White, City Clerk

## GLEN PARK SUSPENSION FOOT BRIDGE REHABILITATION

Proposer: Olson & Nesvold Engineers, PSC  
 Client: City of River Falls  
 Project: Rehabilitation Design of the Glen Park Bridge



### Loaded Labor Summary

TASK NO.	TASKS	Principal	Senior Engineer	Engineer II	Senior Tech.	Senior Tech.	Not Used	Total Task Hours	Loaded Labor Cost
1.0	Project Management and Administration	10	32	0	0	0	0	42	\$ 10,034
2.0	Site Survey / Inspection / Renderings	0	2	0	36	32	0	70	\$ 9,618
3.0	Historic Preservation Consultation	4	24	0	2	2	0	32	\$ 7,216
4.0	Rehabilitation Design	13	106	24	0	0	0	143	\$ 31,952
5.0	Plans / Specification / Estimate (PSE)	22	112	34	116	108	0	392	\$ 67,164
6.0	Bidding Service	6	20	4	4	2	0	36	\$ 7,616
7.0	Construction Services	14	130	0	0	0	0	144	\$ 34,320
8.0	Not Used	0	0	0	0	0	0	0	\$ -
9.0	Not Used	0	0	0	0	0	0	0	\$ -
10.0	Not Used	0	0	0	0	0	0	0	\$ -
		69	426	62	158	144	-	859	167,920

### Direct Expenses Summary

Task No,	Tasks	Not Used	Not Used	Misc.	Mileage	Direct \$
1.0	Project Management and Administration					\$ -
2.0	Site Survey / Inspection / Renderings				\$ 81	\$ 81
3.0	Historic Preservation Consultation					\$ -
4.0	Rehabilitation Design					\$ -
5.0	Plans / Specification / Estimate (PSE)					\$ -
6.0	Bidding Service					\$ -
7.0	Construction Services			\$ 50	\$ 403	\$ 453
8.0	Not Used					\$ -
9.0	Not Used					\$ -
10.0	Not Used					\$ -
						\$ 533

Loaded Labor Sub-total: 167,920

Direct Expense Sub-total: \$ 533

**Proposal Total: 168,453**

## GLEN PARK SUSPENSION FOOT BRIDGE REHABILITATION



Proposer: Olson & Nesvold Engineers, PSC  
 Client: City of River Falls  
 Project: Rehabilitation Design of the Glen Park Bridge

### 1.0 Project Management and Administration

TASK NO.	TASK DESCRIPTION	Principal	Senior Engineer	Engineer II	Senior Tech.	Senior Tech.	Not Used	Total Task Hours	Loaded Labor Cost
1.1	Coordination Meetings	10	20					30	\$7,179
1.2	Invoices		12					12	\$2,855
1.3	Not Used							0	\$0
1.4	Not Used							0	\$0
<b>SUBTOTAL - TASK 1</b>		<b>10</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>\$10,034</b>

Assumptions:

- 1 - Coordination w/ WSDOT and FHWA not required

Deliverables:

- 1 - Invoices

### 2.0 Site Survey / Inspection / Renderings

TASK NO.	TASK DESCRIPTION	Principal	Senior Engineer	Engineer II	Senior Tech.	Senior Tech.	Not Used	Total Task Hours	Loaded Labor Cost
2.1	Site Scanning		2		8	8		18	\$2,627
2.2	Data down load and develop scan data files				4			4	\$540
2.3	Develop renderings				24	24		48	\$6,452
2.4	Not Used							0	\$0
<b>SUBTOTAL - TASK 2</b>		<b>0</b>	<b>2</b>	<b>0</b>	<b>36</b>	<b>32</b>	<b>0</b>	<b>70</b>	<b>\$9,618</b>

Assumptions:

- 1 - City will provide two benchmarks w/ X,Y,Z, coordinates within line-of-site of the bridge

Deliverables:

- 1 - 3 photo-realistic images: Aerial oblique, from river, from east looking west

### 3.0 Historic Preservation Consultation

TASK NO.	TASK DESCRIPTION	Principal	Senior Engineer	Engineer II	Senior Tech.	Senior Tech.	Not Used	Total Task Hours	Loaded Labor Cost
3.1	River Falls Historic Preservation Commission (HPC) planning & scoping	2	8					10	\$2,388
3.2	Public meeting preparation		8		2	2		12	\$2,441
3.3	Public meeting participation in River Falls	2	8					10	\$2,388
3.4	Not Used							0	\$0
<b>SUBTOTAL - TASK 3</b>		<b>4</b>	<b>24</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>32</b>	<b>\$7,216</b>

Assumptions:

- 1 - RF HPC will lead the historic preservation coordination and consultation efforts within the city, with the public and with any other third parties
- 2 - The rehabilitation will be funded by local funds rather than State or Federal funds.
- 3 - ONE will not be asked to or required to communicate with the Wis. SHPO.
- 4 - ONE will not be asked to or required to develop an Historic Structure Report (HSR).
- 5 - ONE will not be asked to or required to participate in review of the project through the Section 106 process.
- 6 - ONE will be asked to or required to participate in one public meeting to overview the planned rehabilitation of the bridge.

Deliverables:

- 1 - PowerPoint file to be used to present the technical aspects of the rehabilitation

## GLEN PARK SUSPENSION FOOT BRIDGE REHABILITATION

**Proposer:** Olson & Nesvold Engineers, PSC  
**Client:** City of River Falls  
**Project:** Rehabilitation Design of the Glen Park Bridge



### 4.0 Rehabilitation Design

TASK NO.	TASK DESCRIPTION	Principal	Senior Engineer	Engineer II	Senior Tech.	Senior Tech.	Not Used	Total Task Hours	Loaded Labor Cost
4.1	Develop 3-D Structural Analysis model	2	40	8				50	\$11,196.10
4.2	Analyze & confirm cable capacity	2	8	2				12	\$2,686.24
4.3	Analyze & suspender system	2	8	4				14	\$2,984.94
4.4	Analyze & steel floor beams	1	8	2				11	\$2,444.19
4.4	Analyze & design transverse floor beams & X-bracing system	1	8	2				11	\$2,444.19
4.5	Analyze & design longitudinal stiffening truss members	1	10	2				13	\$2,920.05
4.6	Analyze & design transverse plank and wearing system	1	10	2				13	\$2,920.05
4.7	Analyze & design timber railing & steel frame w/ wire inserts	1	10	2				13	\$2,920.05
4.8	Timber Industry Consultation	2	4					6	\$1,435.82
4.9	Not Used							0	\$0.00
5.0	Not Used							0	\$0.00
<b>SUBTOTAL - TASK 4</b>		<b>13</b>	<b>106</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>143</b>	<b>\$31,952</b>

Assumptions:

- 1 - The existing suspension cables, bridge sockets, and eye-bars, anchorages, bollards and towers will be re-used in-kind.
- 2 - Steel floor beams will be used at panel point 1, 2 and 17 and 18.
- 3 - The stiffening trusses consisting of 6x6 timbers & floor beams will be replaced with new materials similar to the 1925 construction and 1985 rehabilitation.
- 4 - The rehabilitation railing will consist of a 42-inch tall timber railing appropriate for bicycle traffic similar to the existing railing.
- 5 - The rehabilitation deck will consist of longitudinal planks spanning between the floor beams, longitudinal sleepers and replaceable transverse timber wearing surface planks.
- 6 - The rehabilitation suspender system will consist of galvanized steel elements similar to the original 1925 construction and 1985 rehabilitation.

Deliverables:

- 1 Design calculations in PDF format

## GLEN PARK SUSPENSION FOOT BRIDGE REHABILITATION

Proposer: Olson & Nesvold Engineers, PSC  
 Client: City of River Falls  
 Project: Rehabilitation Design of the Glen Park Bridge



### 5.0 Plans / Specification / Estimate (PSE)

TASK NO.	TASK DESCRIPTION	Principal	Senior Engineer	Engineer II	Senior Tech.	Senior Tech.	Not Used	Total Task Hours	Loaded Labor Cost
5.1	- Develop CAD 3D Model				20	20		40	\$5,376.60
5.2	- Title sheet		2		6	4		12	\$1,821.04
5.3	- Quantities and General Notes	1	6	2	4	6		19	\$3,311.45
5.4	- Transverse Section	1	4	2	8	6		21	\$3,375.31
5.5	- Removals - Main and side spans	1	2	1	6	4		14	\$2,212.44
5.6	- Construction Sequence	1	6	2	6	2		17	\$3,045.71
5.7	- Site Plan and Construction Limits	1	6	1	6	2		16	\$2,896.36
5.8	- Suspender Details	1	4	2	4	6		17	\$2,835.59
5.9	- Floor Beams and X Bracing	1	6	2	6	4		19	\$3,313.51
5.10	- Floor Beam Details	1	4	2	4	4		15	\$2,567.79
5.11	- Upper and Lower Chord Details	1	6	2	6	4		19	\$3,313.51
5.12	- Deck and Wearing Surface	1	8	2	4	6		21	\$3,787.31
5.13	- Railing Details	1	6	2	6	6		21	\$3,581.31
5.14	- Railing Details II	1	4	2	4	6		17	\$2,835.59
5.15	- Tower Crossbeam and Abutment Support Details	1	4	2	4	4		15	\$2,567.79
5.16	- Erosion Protection	1	4	2	4	4		15	\$2,567.79
5.17	- Anchorage Plaque Repair	1	4	2	4	6		17	\$2,835.59
5.18	- Concrete Surface Coating	1	2	2	4	4		13	\$2,091.93
5.19	- Calculate Quantities		2		10	10		22	\$3,164.16
5.20	- Develop Special Provisions	4	16	2				22	\$5,073.78
5.21	- Develop Cost Estimate	2	16	2				20	\$4,589.68
5.22	- Not Used							0	\$0.00
5.23	- Not Used							0	\$0.00
	- Not Used							0	\$0.00
<b>SUBTOTAL - TASK 5</b>		<b>22</b>	<b>112</b>	<b>34</b>	<b>116</b>	<b>108</b>	<b>0</b>	<b>392</b>	<b>\$ 67,164</b>

Assumptions:

- 1 - The existing suspension cables, bridge sockets, and eye-bars, anchorages, bollards and towers will be re-used in-kind.
- 2 - Steel floor beams will used at panel point 1, 2 and 17 and 18.
- 3 - The City will develop the Project Manual
- 4 - The City will advertise and let the rehabilitation project.
- 5 - The City will develop the Project Manual

Deliverables:

- 1 - 30%, 60% and 90% Plans for review
- 2 - Special Provisions Outline @ 60%, Draft Special Provisions @ 90%
- 3 - Cost estimate @ 60% and 90%
- 4 - Final Signed Plans, Special Provisions and Cost Estimate

**GLEN PARK SUSPENSION FOOT BRIDGE REHABILITATION**

Proposer: Olson & Nesvold Engineers, PSC  
 Client: City of River Falls  
 Project: Rehabilitation Design of the Glen Park Bridge

**6.0 Bidding Service**

TASK NO.	TASK DESCRIPTION	Principal	Senior Engineer	Engineer II	Senior Tech.	Senior Tech.	Not Used	Total Task Hours	Loaded Labor Cost
6.1	Pre-bid Meeting Preparation and Participation	2	8	2	2	2		16	\$3,223.90
6.2	Development of Addenda's	2	8	2	2			14	\$2,956.10
6.3	Bid Evaluation and Bid Recommendation	2	4					6	\$1,435.82
<b>SUBTOTAL - TASK 6</b>		<b>6</b>	<b>20</b>	<b>4</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>36</b>	<b>\$ 7,616</b>

Assumptions:

- 1 - The City will administer the bidding and letting processes.

Deliverables:

- 1 - Pre-Bid Meeting Presentation
- 2 - Three Addenda's
- 3 - Bid Evaluation and Recommendation

**7.0 Construction Services**

TASK NO.	TASK DESCRIPTION	Principal	Senior Engineer	Engineer II	Senior Tech.	Senior Tech.	Not Used	Total Task Hours	Loaded Labor Cost
7.1	Participation in Construction Remote Progress Meetings	6	40					46	\$10,969.50
7.2	Preparation of Response to RFIs	6	50					56	\$13,348.80
7.3	Site Visits	2	40					42	\$10,001.30
<b>SUBTOTAL - TASK 7</b>		<b>14</b>	<b>130</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>144</b>	<b>\$ 34,320</b>

Assumptions:

- 1 - The city will administer the construction contract
- 2 - The city will provide a Resident Engineer and Construction Inspector
- 3 - The city will conduct and record construction progress meetings
- 4 - The city will provide day-to-day construction inspection
- 5 - ONE will provide 5 one-day visits
- 6 - ONE will address up to 10 RFIs
- 7 - ONE attend up to 10 construction remote progress meetings

Deliverables:

- 1 - Response to RFI's
- 2 - Not Used
- 3 - Not Used

## GLEN PARK SUSPENSION FOOT BRIDGE REHABILITATION



**Proposer:** Olson & Nesvold Engineers, PSC  
**Client:** City of River Falls  
**Project:** Rehabilitation Design of the Glen Park Bridge

**8.0 Not Used**

TASK NO.	TASK DESCRIPTION	Principal	Senior Engineer	Engineer II	Senior Tech.	Senior Tech.	Not Used	Total Task Hours	Loaded Labor Cost
8.1	Not Used							0	\$0
8.2	Not Used							0	\$0
8.3	Not Used							0	\$0
<b>SUBTOTAL - TASK 8</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>

Assumptions:

- 1 - Not Used

Deliverables:

- 1 - Not Used
- 2 - Not Used
- 3 - Not Used

**9.0 Not Used**

TASK NO.	TASK DESCRIPTION	Principal	Senior Engineer	Engineer II	Senior Tech.	Senior Tech.	Not Used	Total Task Hours	Loaded Labor Cost
9.1	Not Used							0	\$0.00
9.2	Not Used							0	\$0.00
9.3	Not Used							0	\$0.00
<b>SUBTOTAL - TASK 9</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>

Assumptions:

- 1 - Not Used

Deliverables:

- 1 - Not Used
- 2 - Not Used
- 3 - Not Used



## MEMORANDUM

**TO:** Mayor Toland and City Council

**FROM:** Chris Buntjer, Senior Civil Engineer

**DATE:** February 24, 2026

**TITLE:** RESOLUTION AWARDING TRAFFIC SIGNAL SYSTEM STUDY CONTRACT TO MSA PROFESSIONAL SERVICES, INC.

---

### RECOMMENDED ACTION

Adopt a resolution awarding the Traffic Signal System Study contract to MSA Professional Services, Inc.

### BACKGROUND

Traffic volumes, types, and patterns may have changed since the original installation of many of the City's traffic signal systems. A study is needed to optimize traffic signal timing and identify when changes should occur. The development of an Operations and Maintenance (O & M) Plan will reduce occurrences of signal failures, and reduce downtime when inevitable failures do occur.

This study is to analyze and define the existing capacity and capability of the nine signalized roadway intersections in the City; including the basis of design, current state, and identify traffic triggers to indicate when traffic signal timing and/or phasing should be modified to meet current demands while optimizing both roadway capacities and pedestrian safety. An Operations and Maintenance Manual shall be prepared for each signal; including a recommended spare parts inventory, procedures to perform basic maintenance and repair tasks, and identify the expected service life of each system.

Alternate tasks were also included for preparing signal warrant analyses for the North Main and Summit Street and South Main Street and Park Street intersections. These would determine the current level of service, and traffic conditions that would trigger the need for additional traffic controls and are important as part of long-term North and South Main Street corridor planning.

### DISCUSSION

Staff prepared a Request for Proposals (RFP) to study the City's traffic signal system. The RFP was advertised on the City's website, and proposals were solicited from four qualified engineering firms.

Three proposals from qualified engineering firms were received. Proposals were evaluated based on a scoring rubric which evaluated the proposed scope of services, project team experience in traffic studies & signal design, and project cost. The scoring resulted in a staff recommendation to award the design project to MSA Professional Services, Inc. This contract does not include implementation of any changes recommended by the study, as the extent and costs of the potential work are unknown at this time. See the scoring summary below. A copy of the RFP is enclosed.

<b>Task</b>	<b>MSA</b>	<b>Strand</b>	<b>SEH</b>
Signal Study	\$38,400	\$39,000	\$65,000
Alternates (signal warrants)	\$2,750	\$9,600	\$8,000
<b>TOTAL COST</b>	<b>\$41,150</b>	<b>\$48,600</b>	<b>\$73,500</b>
<b>Proposal Score</b>	96	95	87

**FINANCIAL CONSIDERATIONS**

This design project is identified in the 2026 Capital Improvement Plan (Engineering: Traffic Signal System Study). The project is proposed to be funded as follows:

<b>Traffic Signal System Study &amp; Approved Alternates</b>			
<b>Sources</b>		<b>Uses</b>	
General Fund – Fund Balance (10010000.48900)	\$ 41,150	Professional Services	\$ 41,150
<b>Total all Sources</b>	<b>\$ 41,150</b>	<b>Total all Uses</b>	<b>\$ 41,150</b>

**CONCLUSION**

Staff recommend City Council authorize the City Administrator to negotiate a contract with MSA Professional Services, Inc., not to exceed \$41,150 to complete the traffic signal system study and the two alternates for traffic signal warrant analyses identified in the proposal. Should a satisfactory contract not be agreed upon, staff will revisit the bids, re-evaluate, and make a new recommendation.



**RESOLUTION NO.**

**RESOLUTION AWARDING THE TRAFFIC SIGNAL SYSTEM STUDY CONTRACT TO  
MSA PROFESSIONAL SERVICES, INC.**

**WHEREAS**, the City of River Falls solicited for and received three proposals from qualified consulting firms to complete a Traffic Signal System Study and the most favorable proposal was from MSA Professional Services, Inc.; and

**WHEREAS**, this study will help to optimize the roadway capacities and pedestrian safety of City of River Falls's traffic signal system.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council authorizes the City Administrator to negotiate a contract with MSA Professional Services, Inc. not to exceed \$41,150 to complete the traffic signal system study and the two alternates for traffic signal warrant analyses identified in the proposal.

**BE IT FURTHER RESOLVED** that the City of River Falls shall comply with all state and federal laws, regulations, and pertaining to the implementation of this project.

Dated this 24<sup>th</sup> day of February 2026.

\_\_\_\_\_  
Dan Toland, Mayor

ATTEST:

\_\_\_\_\_  
Amy White, City Clerk

**City of River Falls  
Traffic Signal System Study**

**Request for Proposals (RFP) for a Traffic Signal System Study  
Issue Date: January 30, 2026**

**Project Summary**

The City of River Falls (City) is soliciting requests for proposals from qualified firms to assist the City in completing City-wide study of the City's traffic signal system. Proposals will be reviewed by a selection committee chosen by City Staff.

**Submittal Deadline**

All responses shall be emailed in a single PDF to Chris Buntjer, Senior Civil Engineer, at [cbuntjer@rfcity.org](mailto:cbuntjer@rfcity.org) no later than 2:00 p.m. CDT on **Friday, February 13, 2025**.

**Background and Project Extent**

Traffic volumes, types, and patterns may have changed since the original installation of many of the City's traffic signal systems. A study is needed to optimize traffic signal timing and identify when changes should occur. The development of an Operations and Maintenance (O & M) Plan will reduce occurrences of signal failures, and reduce downtime when inevitable failures do occur.

This study is to analyze and define the existing capacity and capability of all 9 signalized roadway intersections in the City; including the basis of design, current state, and identify traffic triggers to identify when traffic signal timing and/or phasing should be modified to meet current demands while optimizing both roadway capacities and pedestrian safety. An Operations and Maintenance Manual shall be prepared for each signal; including a recommended spare parts inventory, procedures to perform basic maintenance and repair tasks, and identify the expected service life of each system.

**Minimum Scope of Services for Successful Firm**

The following list is an outline of the objectives for this project to be included in the Firm's scope of services:

1. Conduct traffic studies on each of the City's 9 existing traffic signals before Friday, May 8, 2026 (last day of school for UWRF).
2. Report:  
Draft a report containing:
  - a. An executive summary.
  - b. A discussion of each of the City's 9 existing traffic signals, including:
    1. Year constructed,
    2. Current ADT,
    3. Current settings,
    4. Level of service (LOS),
    5. Recommended changes to settings to best meet current needs,
    6. Recommended equipment additions or changes,

7. Future conditions that would trigger the need for changes to settings or equipment upgrades, and
  8. Opinions of probable cost for each recommended change.
3. Develop an O & M Plan detailing the following for each traffic signal:
    - a. Recommended spare parts inventory,
    - b. Procedures and schedule for performing basic maintenance and repair tasks, and
    - c. Expected service life.

**Alternate Tasks:**

4. Prepare a Signal Warrant Analysis for the North Main and Summit Street intersection. Provide a narrative discussing the current level of service, and traffic conditions that would trigger the need for additional traffic controls.
5. Prepare a Signal Warrant Analysis for the South Main Street and Park Street intersection. Provide a narrative discussing the current level of service, and traffic conditions that would trigger the need for additional traffic controls.

**Submittal Format**

The Consultant's submittal shall include the following components:

**Project Understanding and Proposed Scope of Services** – Provide a summary (3 page maximum) of the Consultant's understanding of the project along with the proposed scope of services.

**Project Team and Experience** – Provide a summary (5-page maximum preferred) of key personnel that will be involved with the project and a summary of their areas of expertise. Names, email addresses, and phone numbers should be provided for a maximum of three references who can relate to the team's experience.

**Project Timeline** - It is intended that work begin immediately after the consulting firm is selected. The City desires to have the project completed no later than October 1, 2026.

**Selection Process and Criteria**

City staff will review submitted qualifications for conformance with the RFP. The intent of the selection criteria are to select the most qualified, responsive, responsible and cost-effective firm based on the identified needs of the City. The City does not anticipate interviewing interested firms as part of the selection process; however, City staff may request a meeting to clarify any questions or concerns identified in the submitted RFPs.

In all cases, the City reserves the right to select a firm and award a contract that is in the best interest of the City and the project.

A final Professional Services Agreement will be negotiated between the firm and the City after the preferred firm has been selected and a final Scope of Work has been agreed upon by both parties. Once a professional services agreement has been reached that the City staff determines to be fair and reasonable, the City will submit the negotiated contract to the City Council, which will make the final decision on contract award.

The City intends to recommend a firm to the City Council on February 24, 2026. This timeline may be subject to change.

**Public Advertisement of RFP**

This RFP will be available at [www.rfccity.org](http://www.rfccity.org) for any interested firms to download a copy of this document. Firms with recent engineering design experience with the City have been sent a copy of this document and include:

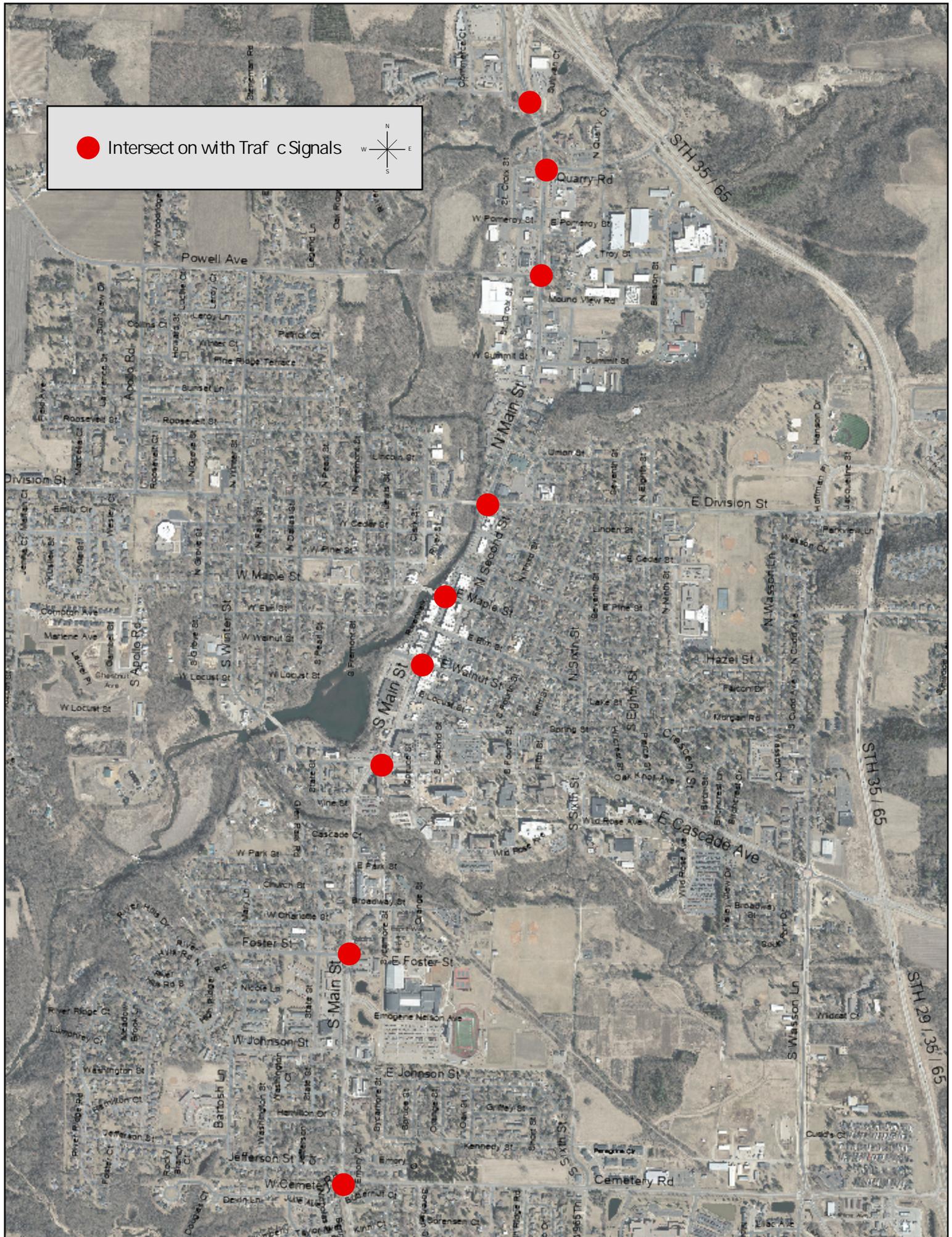
1. Strand Associates, Inc.
2. MSA Professional Services, Inc.
3. SEH, Inc.
4. Stantec Consulting Services Inc.

**Selection Criteria Scoring Rubric**

<b>Selection Criteria</b>	<b>Maximum Points</b>	<b>Points Awarded</b>
<b>Project Understanding and Scope of Services</b>		
Demonstrates clear understanding of key points related to the outlined project.	10	
Proposed scope of services meets the City's needs.	20	
<b>Subtotal</b>	<b>30</b>	
<b>Project Team and Experience</b>		
History of effectively completing projects with the City.	10	
Experience with traffic studies, traffic modeling, traffic signal design, and implementation.	20	
<b>Subtotal</b>	<b>30</b>	
<b>Cost</b>		
Cost effectiveness of proposal.	40	
<b>Subtotal</b>	<b>40</b>	
<b>TOTAL SCORE</b>	<b>100</b>	



Intersect on with Traf c Signals





## MEMORANDUM

**TO:** Mayor Toland and City Council

**FROM:** Erica Ellefson, Public Works Manager

**DATE:** February 24, 2026

**TITLE:** **RESOLUTION APPROVING THE PURCHASE OF A BANDIT INTIMIDATOR 18XP WOODCHIPPER FROM BROOKS TRACTOR**

---

### RECOMMENDED ACTION

Approve a resolution authorizing the purchase of a 2026 Bandit Intimidator 18XP woodchipper from Brooks Tractor who is on a cooperative purchasing contract through Sourcewell for \$63,753.

### BACKGROUND

The City of River Falls currently owns a 2006 Woodsman 12X woodchipper for chipping small trees and branches for routine maintenance and storm events. The 2026 capital improvement plan (CIP) has a replacement woodchipper planned in 2026 for \$65,000.

### DISCUSSION

The City of River Falls has a 2006 Woodsman 12X woodchipper that is used for chipping small trees and branches. It gets most of its use in the winter months when the majority of boulevard tree trimming is done. Replacement parts for the Woodsman 12X woodchipper are hard to find due to its age and the manufacturer going out of business, which increases the amount of time the unit is out of service.

City staff acquired quotes for the Bandit Intimidator 18XP woodchipper from Tri-State Bobcat and Brooks Tractor who are both on the Sourcewell cooperative purchasing contract. The quote from Brooks Tractor came back less than Tri-State Bobcat.

### FINANCIAL CONSIDERATION

The quote from Brooks Tractor includes the 2026 Bandit Intimidator 18XP woodchipper, all working components, and trade in allowance of \$6,900 for a total purchase price of \$63,753.

The 2026 CIP identified \$65,000 in fund balance from the capital equipment fund for a new woodchipper. Unspent budget will remain in the capital equipment fund.

Sources	Amount	Uses	Amount
Fund Balance Capital Equipment Fund	\$63,753	Brooks Tractor	\$63,753
<b>Total Sources</b>	<b>\$63,753</b>	<b>Total Uses</b>	<b>\$63,753</b>

**CONCLUSION**

Staff recommend City Council approve the purchase of a 2026 Bandit Intimidator 18XP woodchipper for \$63,753 from Brooks Tractor and authorize the City Administrator to enter into an agreement for the same.





**RESOLUTION NO.**

**RESOLUTION APPROVING THE PURCHASE OF A BANDIT INTIMIDATOR 18XP  
WOODCHIPPER**

**WHEREAS**, the 2026 Capital Improvement Plan calls for the replacement of the 2006 Woodsman 12X woodchipper in 2026; and

**WHEREAS**, staff recommend trading in the 2006 Woodsman 12X woodchipper for \$6,900 toward the purchase of the new Bandit Intimidator 18XP Woodchipper; and

**WHEREAS**, Brooks Tractor is on the Sourcewell cooperative purchasing contract; and

**NOW, THEREFORE, BE IT RESOLVED** that the River Falls Common Council authorizes the purchase of a 2026 Bandit Intimidator 18 XP woodchipper from Brooks Tractor for \$63,753 and authorize the City Administrator to enter into an agreement for the same.

Dated this 24th day of February 2026

\_\_\_\_\_  
Dan Toland, Mayor

ATTEST:

\_\_\_\_\_  
Amy White, City Clerk



**Prepared For**

CITY OF RIVER FALLS  
950 BENSON ST  
RIVER FALLS, WI 540223613  
(715) 425-1698  
RCURTIS@RFCITY.ORG

**Prepared By**

Steve Reeck  
Brooks Tractor Incorporated  
451 West Avenue North  
West Salem, WI 54669  
608-351-2101  
sreeck@brookstractor.com

**Quote Id 1536861**

**Creation Date 26-Jan-2026**

**Expiration Date 25-Feb-2026**

**Prepared For**

CITY OF RIVER FALLS  
 950 BENSON ST  
 RIVER FALLS, WI 540223613  
 (715) 425-1698  
 RCURTIS@RFCITY.ORG

**Prepared By**

Steve Reeck  
 Brooks Tractor Incorporated  
 451 West Avenue North  
 West Salem, WI 54669  
 608-351-2101  
 sreeck@brookstractor.com

**Quote Id 1536861**
**Creation Date 26-Jan-2026**
**Expiration Date 25-Feb-2026**
**Customer Notes**

Sourcewell pricing is the 12%

## Quote Summary

Equipment Summary	QTY In Group
<b>Bandit 18XP Chipping &amp; Recycling</b>	1
<b>Equipment Total</b>	<b>\$70,653.00</b>
<b>Trade In Summary</b>	<b>Extended</b>
<b>2006 Woodsman 12X</b>	<b>\$6,900.00</b>
Final Trade Allowance	\$6,900.00
<b>Quote Summary</b>	
Total Selling Price	\$70,653.00
Total Trade-In Allowance	(\$6,900.00)
Trade Difference	\$63,753.00
<b>Sub-total</b>	<b>\$63,753.00</b>
<b>Balance Due</b>	<b>\$63,753.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



JOHN DEERE

# BROOKS TRACTOR

SINCE 1946

Brooks Tractor  
2900 Bicycle Street  
Sparta, WI 54656  
USA  
608-351-2101 (Phone)

## QUOTATION

Quote #	Quote Created	Last Updated	Salesperson
191449	January 15, 2026 11:53 AM by Brooks Tractor	January 29, 2026 12:07 PM by Brooks Tractor	Steven Reeck

CUSTOMER:	BILL TO:	SHIP TO:
City of River Falls 950 Benson Street River Falls, Wisconsin 54022 United States 715-441-3898 (Phone) David Holodnack (Contact) dholodnack@rfcity.org	Brooks Tractor 1900 West Main Street Sun Prairie, WI 53590 USA 608-837-5141 (Phone) Lewis Brooks (Contact) lfbrooks@brookstractor.com	Brooks Tractor 2900 Bicycle Street Sparta, WI 54656 USA 608-351-2101 (Phone) Steve Reeck (Contact) sreeck@brookstractor.com

### INTIMIDATOR 18XP (18" DRUM STYLE)

Qty	Part #	Description	Base Price
1	MODEL-18XP	Intimidator 18XP - (18" Drum Style)	\$ 46535.00

### STANDARD EQUIPMENT

Qty	Part #	Description	Price
1	STANDARD	37" diameter x 22" wide drum with (4) 5/8" X 5 1/2" X 10" dual edge knives	\$ 0.00
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope	\$ 0.00
1	STANDARD	"Power slot" assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.	\$ 0.00
1	STANDARD	30 gallon steel fuel tank with composite under floor, lockable filler cap, and aluminum sight gauge	\$ 0.00
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, aluminum sight gauge, and gate valve	\$ 0.00
1	STANDARD	Slide box feed system (Includes adjustable spring on each side) with (2) horizontal feed wheels 10 5/8" diameter x 20" wide, driven by (2) 32.3 CID hydraulic motors.	\$ 0.00
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel	\$ 0.00
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)	\$ 0.00
1	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector	\$ 0.00
1	STANDARD	Clean out and inspection door on discharge bottom	\$ 0.00
1	STANDARD	30 1/2" high x 64" wide tapered metal hopper with 30" fold down inside of hopper tray, heavy duty balllight covers, and safety lift chain	\$ 0.00
1	STANDARD	(2) Last chance safety pull cables	\$ 0.00
1	STANDARD	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)	\$ 0.00
1	STANDARD	Wooden pusher tool with mount on infeed hopper	\$ 0.00
1	STANDARD	1/4" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue	\$ 0.00
1	STANDARD	Frame / Fender supports	\$ 0.00
1	STANDARD	Lockable aluminum toolbox	\$ 0.00
1	STANDARD	3/8" (G70) safety chains with spring loaded latch hooks	\$ 0.00
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad	\$ 0.00

1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.	\$ 0.00
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)	\$ 0.00
1	STANDARD	Pressure check kit - Gauge is NOT included	\$ 0.00
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place	\$ 0.00
1	STANDARD	(1) weatherproof machine manual located inside weather resistant manual container (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable	\$ 0.00
1	STANDARD	Spanish & English combination safety decals	\$ 0.00
1	STANDARD	Inspection window mounted on top of belt shield (allows viewing of belt and easy way to check belt tension)	\$ 0.00

### PAINT

Qty	Part #	Description	Unit Price	Total
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow	\$ 0.00	\$ 0.00

### ENGINE

Qty	Part #	Description	Unit Price	Total
1	990-RC1641-213	Ford WSG-873, 7.3L 185 horsepower GAS engine without clutch (Includes 3 year / 3,500 hour engine warranty)	\$ 23650.00	\$ 23650.00

### CONTROL SYSTEM AND ENGINE INSTALLATION

Qty	Part #	Description	Unit Price	Total
1	911-6000-58	Murphy PV485 panel with reversing auto feed for Ford 185 horsepower gas engines (Includes 1,000 CCA battery with aluminum battery box) - Panel is mounted on engine shroud with lockable steel cover	\$ 3320.00	\$ 3320.00

### CLUTCH

Qty	Part #	Description	Unit Price	Total
1	700-1000-13	NACD over center (double plate clutch)	\$ 1755.00	\$ 1755.00

### INFEED

Qty	Part #	Description	Unit Price	Total
1	OPTION-911-5001-47	33 1/2" high x 64" wide tapered heavy-duty infeed with weld on pan and infeed deflectors	\$ 715.00	\$ 715.00

### FEED SYSTEM

Qty	Part #	Description	Unit Price	Total
1	OPTION-915-5000-41	Hydraulic flow control for feed wheel rate adjustment (All-In-One Mount)	\$ 325.00	\$ 325.00

### AXLE

Qty	Part #	Description	Unit Price	Total
1	OPTION-911-5000-41	Single 10,000 pound Torflex axle with electric brakes (45 degree down trail)	\$ 175.00	\$ 175.00

### TIRES/RIMS

Qty	Part #	Description	Unit Price	Total
1	990-1011-28	(2) 235/75R 17.5" tires mounted on 8-bolt heavy-duty gray rims (8,000 pound axles on up)	\$ 0.00	\$ 0.00

### FENDER

Qty	Part #	Description	Unit Price	Total
1	990-100415	Aluminum bolt on fenders (Approximately 1/4" thick)	\$ 0.00	\$ 0.00

### HITCH

Qty	Part #	Description	Unit Price	Total
1	990-100274	2-1/2" Wallace Forge Pintle Hitch	\$ 0.00	\$ 0.00

### ADD-ON OPTIONS

#### Cone Holder

Qty	Part #	Description	Unit Price	Total
1	OPTION-911-2001-	Hoop style cone holder (bolt on)	\$ 325.00	\$ 325.00

#### Engine Related Options

Qty	Part #	Description	Unit Price	Total
1	OPTION-905-5002-	Engine block heater for Ford gas engines only	\$ 450.00	\$ 450.00

#### Flag Holder

Qty	Part #	Description	Unit Price	Total
1	OPTION-980-1000	Adjustable fender marker poles (mount is bolt-on)	\$ 105.00	\$ 105.00

#### Fuel And Hydraulic Tanks

Qty	Part #	Description	Unit Price	Total
1	OPTION-925-5000-37	40 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge	\$ 185.00	\$ 185.00

#### Lights

Qty	Part #	Description	Unit Price	Total
1	OPTION-915-5000-86	Wig Wag LED Strobe Lights - for a machine with a winch (Double decal plate)	\$ 525.00	\$ 525.00

#### Tongue

Qty	Part #	Description	Unit Price	Total
1	OPTION-955-200035	12" longer bolt-on tongue (18XP / 19XPC total tongue will be 45" (short frame and 50" long frame ) (21XP / 2090 will be 57") - measurements are from A-frame to hitch plate	\$ 360.00	\$ 360.00

#### Wiring

Qty	Part #	Description	Unit Price	Total
1	OPTION-905-5000-	Option 7 Prong (Flat/RV Style) to 6 prong coiled cord	\$ 45.00	\$ 45.00

### CUSTOMER TOTALS

Total Unit Price:		\$ 78470.00
Customer Discount:	12.0000 %	- \$ 9416.40
Dealer Preparation/Delivery:		\$ 600.00
Customer Net Unit Price:		\$ 69653.60
Freight/Shipping:		\$ 1000.00
Customer Total:		\$ 70653.60

### COMMENTS

Comment

By Brooks Tractor on 01/26/2026 04:54 PM

12% is the sourcewell discount

Comment

By Brooks Tractor on 01/27/2026 09:59 AM

Sourcewell Contract #010925-BAN

### SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date

## MEMORANDUM

**TO:** Mayor Toland and City Council

**FROM:** Harley Mehlhorn, Senior Planner

**DATE:** February 24, 2026

**TITLE:** **PLANNED UNIT DEVELOPMENT SPECIFIC IMPLEMENTATION PLAN (SIP) AND FINAL PLAT FOR PHASE 1 OF WILDFLOWER MEADOWS CONSISTING OF A 45-LOT SUBDIVISION WITH A MIX OF SINGLE-FAMILY AND TWIN-HOME UNITS ON THE NORTH SIDE OF POWELL AVENUE AT N. WINTER STREET (PID 040114130000).**

---

### RECOMMENDED ACTION

- Adopt the enclosed resolution approving the Specific Implementation Plan (SIP) for Wildflower Meadows.
- Adopt the enclosed resolution approving the Final Plat for Wildflower Meadows.

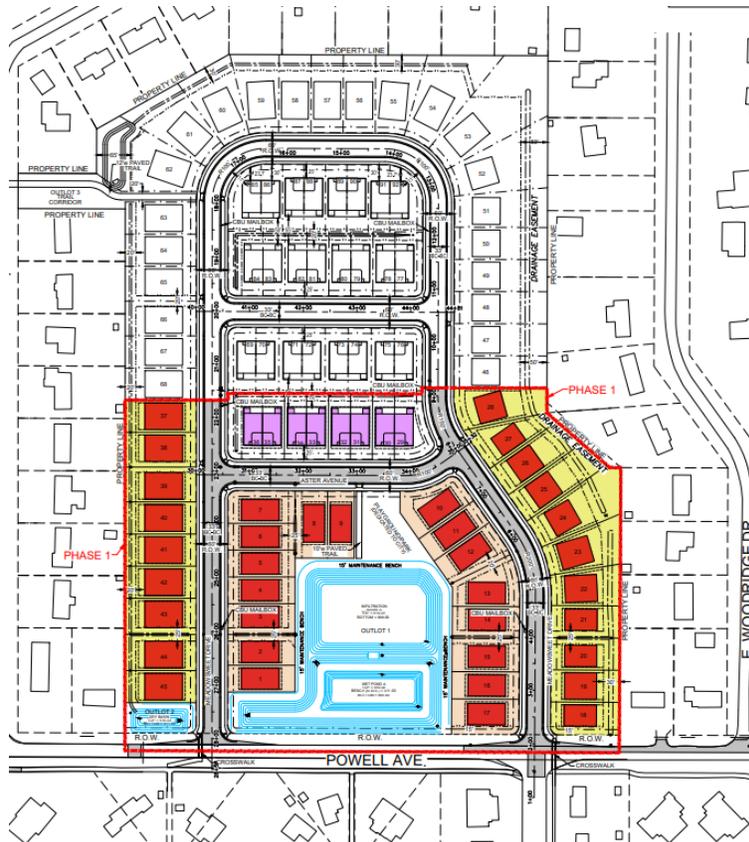
### BACKGROUND

J.P. Brooks Builders/JPB Land, LLC. is requesting approval of a Planned Unit Development (PUD) Specific Implementation Plan (SIP) and Final Plat for “Wildflower Meadows”. On November 11, 2025, the City Council approved the General Development Plan (GDP) which set forth the policy direction and general buildout for the entire site. This proposal represents the first phase of the development, consisting of the south side of the site and containing 45 lots.

*Location Map (approximate development area for the full site outlined in blue):*



*Phasing Map:*



**ANALYSIS**

The proposed SIP and Final Plat establish 45 of the 92 total lots in the GDP, with 37 single-family lots and 8 twin-home lots. The proposed SIP must be in substantial conformance with the approved General Development Plan (GDP). Staff finds the proposal to be consistent and each criterion is examined in further detail below:

*Zoning Conformance*

The subject site is zoned R-2 Multiple Family (Medium-Density). This zoning district is designed to accommodate a variety of housing typologies with a higher “ceiling” to density but no “floor”. The allowable uses of such district are residential in nature, such as apartments, townhomes, duplexes, and single-family homes. The principal use of a single-family/twin-home subdivision is permitted under the existing zoning. The proposal is consistent with such zoning with the flexibility granted via the PUD.

*Comprehensive Plan Conformance*

The Comprehensive Plan designates the Future Land Use (FLU) of the site as MDR – Medium Density Residential and the current zoning is in-line with this designation. The proposed development is consistent with this designation. While the MDR designation encourages development at 6-12 du/ac, the proposed development is 3.7 gross du/ac (including stormwater, park, and roadway areas) but provides for the most desired housing type in River Falls according

to community survey; small lot single-family. Staff finds this proposal to be consistent with the Comprehensive Plan.

*Access to Open Space*

The proposed subdivision includes a small pocket-park internal to the development which will feature a playset and which will be installed by the developer in this first phase. Sidewalks line both sides of the street which lead to a connection to Collins Park on the south side of Powell via enhanced crosswalks. Through a combination of access to existing parks and trails and the dedication of a small tot-lot park inside of the development which was approved with the GDP, this criteria is met.

*Access, Building Type, and Stormwater*

Primary access to the development is provided off of a loop drive with two access points onto Powell Avenue. Stormwater is managed in the outlots dedicated to the City as part of this platting process.

*Parking*

Each unit will provide a minimum of two covered parking spaces and space on the driveways. Further, parking will be permitted on both sides of the road. Staff finds the project satisfies parking requirements.

*Setbacks*

The R-2 zoning district has certain setbacks designated for residential development. The GDP provided flexibility with regard to two code setback provisions, those being the point of measurement for setbacks changing from the overhang to the foundation, and the corner side yard setback being reduced from 15' to 10' for the twin home units. Staff finds the SIP to be conformant to the GDP with respect to setbacks.

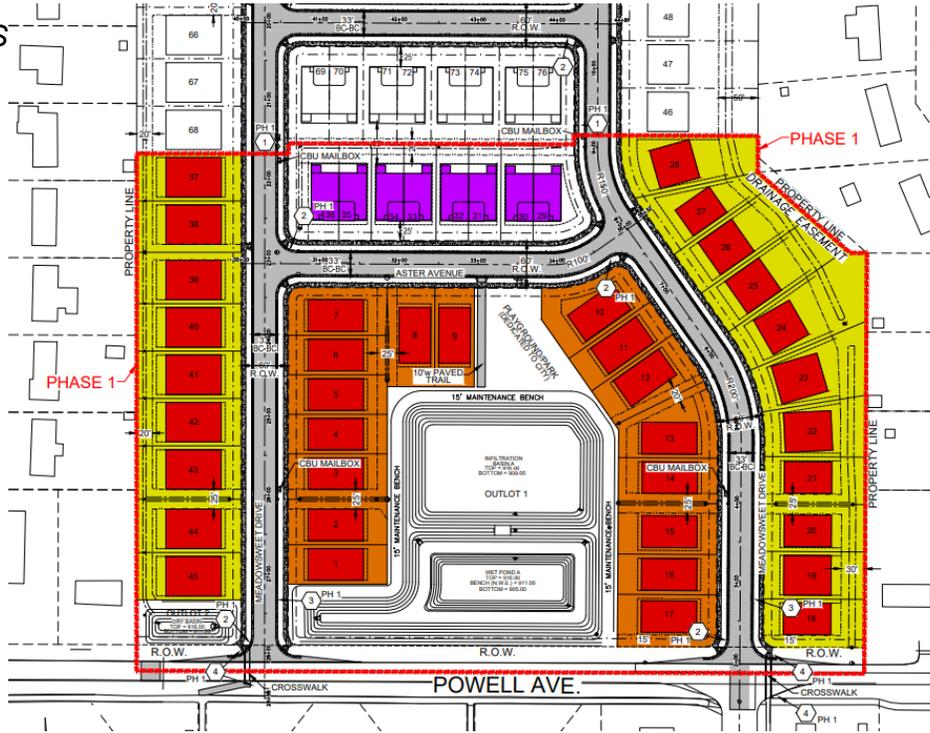
*Architecture and Site Design*

The proposed architecture is of a high level of quality, providing material variety, ornamentation, and a strong farmhouse/ranch style that fits with the surrounding architectural vernacular.

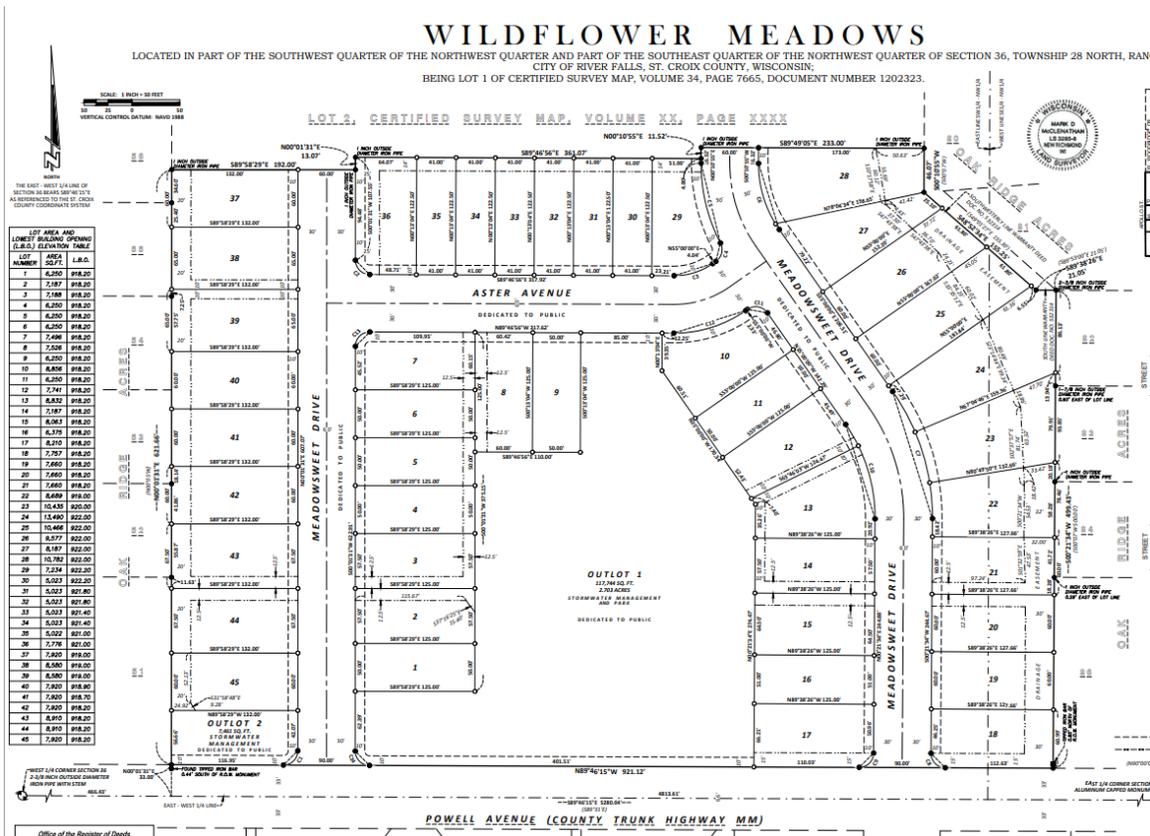
*Proposed Architecture (examples not exhaustive) – Wildflower Meadows*



Proposed S



Final Plat – Wildflower Meadows



### **CRITERIA FOR FINAL PLAT APPROVAL**

In addition to the SIP, the applicant is also requesting Final Plat approval for the subdivision including proposed lots and dedication of applicable outlots and public improvements. Code requires certain criteria to be considered and satisfied in order for a Final Plat to be approved. Staff has reviewed the plans and found them to satisfy such criteria, including:

#### *Consistency with Preliminary Plat*

The development is consistent with the Preliminary Plat approved on November 11, 2025 which established the conceptual lot layout and outlots for the entire neighborhood.

#### *Consistency with Official Map*

The development is consistent with the Official Map; public sewer and water services will be provided, and the proposed connections to existing roads are consistent with future roads shown on the Official Map.

#### *Comprehensive Plan Conformance*

The Comprehensive Plan designates the Future Land Use (FLU) of the site as MDR – Medium Density Residential and the current zoning is in-line with this designation. The proposed development is consistent with this designation. While the MDR designation encourages development at 6-12 du/ac, the proposed development is 3.7 gross du/ac but provides for the most desired housing type in River Falls according to community survey; small lot single-family. Staff finds this proposal to be consistent with the Comprehensive Plan.

#### *Consistency with Subdivision Ordinance*

The Preliminary Plat is consistent with the subdivision ordinance. The design of streets, blocks, and lots will be in conformance with code and the PUD GDP.

#### *Consistency with Zoning Ordinance*

The area is zoned R-2 multi-family medium-density residential. The proposed use is allowed under the existing zoning and the GDP portion of this request granted the flexibility in development standards proposed as part of the submittal.

#### *Site Characteristics*

The Final Plat dedicates outlots for the purpose of stormwater management and a park dedicated to the public.

### **CONCLUSION**

The proposed development consists of a 45-unit subdivision with 37 single-family and 8 twin homes on ~13 acres. Flexibility has been granted for lot size, width, and setbacks in the GDP and reflected in the SIP submittal. In exchange for flexibility, a high-quality development is being proposed with enhanced architecture, pedestrian connectivity, and appropriate density as contemplated by the Comprehensive Plan.

### **PLAN COMMISSION RECOMMENDATION**

Plan Commission reviewed the SIP and Final Plat request at their February 3, 2026 meeting and forwarded it to City Council with a favorable recommendation.



**RESOLUTION NO.**

**RESOLUTION APPROVING THE PLANNED UNIT DEVELOPMENT (PUD)  
SPECIFIC IMPLEMENTATION PLAN (SIP)  
FOR A 45-UNIT SINGLE- AND TWO-FAMILY DEVELOPMENT  
(WILDFLOWER MEADOWS)**

**WHEREAS**, J.P. Brooks Builders/JPB Land, LLC. has submitted an application for a 45-unit single- and two-family Planned Unit Development (PUD) Specific Implementation Plan (SIP) for a site on the north side of Powell Avenue near N. Winter Street (PID 040114130000), pursuant to the approved General Development Plan; and approval of a Specific Implementation Plan (SIP) is the final step in the PUD process; and

**WHEREAS**, the applicant was granted flexibility with regard to four development standards including: the minimum lot size minimum of 6,250 sq. ft.; the minimum single-family lot width of 50'; the side yard setback being measured to the foundation rather than the overhang; and the corner side yard setback on the twinhome units of 10'; and

**WHEREAS**, the City granted the requested flexibility in exchange for the provided density and mix of housing types, the development of a small neighborhood park, and pedestrian crossing improvements on Powell Avenue, which supports the goals of the Comprehensive Plan of enhanced neighborhood design, pedestrian connectivity, and efficient use of public infrastructure; and

**WHEREAS**, the Council approved the General Development Plan on November 11, 2025, and found it to be acceptable and consistent with City plans for the area; and

**WHEREAS**, the Plan Commission reviewed the Specific Implementation Plan on February 3, 2026, and found it to be acceptable and consistent with City plans for the area and the General Development Plan;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of River Falls hereby approves the Specific Implementation Plan for a 45-unit single-family development subject to the following conditions:

1. Development shall be in substantial conformance with the Specific Implementation Plan (SIP) approved herein.

Dated this 24<sup>th</sup> day of February 2026.

CITY OF RIVER FALLS

\_\_\_\_\_  
Dan Toland, Mayor

ATTEST:

\_\_\_\_\_  
Amy White, City Clerk



**RESOLUTION NO.  
APPROVING THE FINAL PLAT FOR WILDFLOWER MEADOWS SUBDIVISION**

**WHEREAS**, J.P. Brooks Builders/JPB Land, LLC. has submitted a Final Plat for Wildflower Meadows consisting of 45 lots and two outlots located north of Powell Avenue near N. Winter Street; and

**WHEREAS**, the Final Plat is consistent with the Planned Unit Development General Development Plan and Specific Implementation Plan, Official Map, Comprehensive Plan, Preliminary Plat, and Subdivision Ordinance; and

**WHEREAS**, the Plan Commission reviewed the Final Plat at their February 3, 2026 meeting and forwarded it to the Common Council with a favorable recommendation; and

**WHEREAS**, the Common Council reviewed this item at its regular meeting of February 24, 2026 and found it to be acceptable.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council for the City of River Falls hereby approves the Final Plat and Development Agreement of Wildflower Meadows subdivision subject to the following conditions:

1. All of the developer obligations have been satisfactorily met or addressed as determined by the City Engineer as outlined in the Developer's Agreement for Wildflower Meadows.
2. The Final Plat shall not be recorded until the City has received an irrevocable letter of credit in an amount approved by the City Engineer for all public improvements that are required to be installed in accordance with the plans and specifications.
3. The Final Plat shall not be recorded until the City has received notice of certification from the State of Wisconsin.

Dated this 24th day of February 2026.

CITY OF RIVER FALLS

\_\_\_\_\_  
Dan Toland, Mayor

ATTEST:

\_\_\_\_\_  
Amy White, City Clerk

## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Amy Peterson, Community Development Director

**DATE:** February 24, 2026

**TITLE:** **RESOLUTIONS APPROVING STELLERIE BOP, LLC PROJECT AND ASSOCIATED APPROVALS**

---

### RECOMMENDED ACTION

1. Agenda item 17. Approve Resolution Approving the Developer's Agreement with Stellerie Bop, LLC
2. Agenda item 18. Approve Resolution Approving the Purchase Agreement with Stellerie Bop, LLC

### BACKGROUND

Staff have been working with a developer looking to build and own a minimum 80,000 sq/ft manufacturing building on the approximately 5.8 acre lot in Sterling Ponds Corporate Park (Lot C). J-Mark is a company in Baldwin, WI that is growing and looking for additional space to expand. J-Mark designs and manufactures high-quality products in the automotive, motorsports and RV industries.

### DISCUSSION

#### APPROVAL OF DEVELOPER'S AGREEMENT WITH STELLERIE BOP, LLC

In preparation for this project, a development agreement (Exhibit 1) has been drafted with Stellerie Bop, LLC which outlines the terms of the funding and responsibilities of the parties. The company wishes to build an approximately 80,000 sq/ft building, which is valued at a minimum of \$6,000,000, on approximately 5.8-acres, which is valued at \$789,600, in the Sterling Ponds Corporate Park. The agreement provides development incentives for land in the amount of \$789,600.

The Developer's Agreement includes the following parameters:

- Anticipated start of construction is August 1, 2026, and substantial completion is August 1, 2027, subject to unavoidable delays
- The minimum taxable value of the development property is \$6,000,000
- Minimum tax payments will be \$112,800 annually for 10 years after the substantial completion of the minimum improvements

### ***Financial Considerations***

#### Financial Commitments:

Guaranteed value of the development (10 years)	\$ 6,000,000
Land Cost	\$ 789,600

City incentive (land cost)	\$ 789,600
Cumulative Minimum tax payments (7 years to the TID)	\$ 789,600
Additional 3-year tax payments (10 years total)	\$ 338,400

**PURCHASE AGREEMENT WITH STERLING PONDS II, LLC**

The City has negotiated the purchase of the approximately 5.8-acre parcel in the Sterling Ponds Corporate Park to Stellerie Bop, LLC to build an approximately 80,000 sq/ft manufacturing building (Exhibit 2). This property is located in Tax Increment District 10, created in 2014 and is scheduled to be closed in 2034. This approximately 5.8-acre lot is valued at \$789,600. The developer has agreed to purchase the lot for \$1 and the closing for the property is scheduled on or before May 31, 2026.

**CONCLUSION**

Staff recommends approval of the following resolutions, each related to Stellerie Bop, LLC development project:

1. Agenda item 17. Approve Resolution Approving the Developer’s Agreement with Stellerie Bop, LLC
2. Agenda item 18. Approve Resolution Approving the Purchase Agreement with Stellerie Bop, LLC



**RESOLUTION NO.**

**RESOLUTION APPROVING PURCHASE AGREEMENT WITH STERELLIE BOP, LLC**

**WHEREAS**, The City of River Falls is the owner of the approximately 5.8-acre lot in the Sterling Ponds Corporate Park (Lot C); and

**WHEREAS**, Stellerie Bop, LLC has identified this property as a site to build an approximately 80,000 sq/ft manufacturing building; and

**WHEREAS**, a purchase agreement has been negotiated, subject to approval from the Common Council; and

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of River Falls approves the attached Purchase Agreement for \$1.00 for the sale of approximately 5.8-acres in the Sterling Ponds Corporate Park to Stellerie Bop, LLC and authorizes the City Administrator or designee to finalize the sale of the property.

Dated this 24th day of February, 2026.

\_\_\_\_\_  
Dan Toland, Mayor

ATTEST:

\_\_\_\_\_  
Amy White, City Clerk

## AGREEMENT TO PURCHASE REAL ESTATE

**THIS AGREEMENT** (the “*Agreement*”) shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026. The parties to this Agreement are the **City of River Falls**, a Wisconsin municipal corporation (“*Seller*”), and **Stellerie Bop LLC**, a Wisconsin limited liability company (“*Buyer*”). Seller and Buyer are each sometimes referred to herein as a “*Party*” and are collectively referred to as the “*Parties*” to this Agreement.

WHEREAS, this Agreement is executed pursuant to that certain Development Agreement between Seller and Buyer dated even date hereof (the “*Development Agreement*”), and the Parties obligations hereunder are contingent upon execution of said Development Agreement; and

WHEREAS, the Property, as defined herein, is being conveyed for \$1.00 as a development incentive, consistent with the Development Agreement and the Parties agree the Property is valued at \$789,600.00 (the “*Incentive Amount*”).

**NOW THEREFORE**, for valuable consideration conferred by the Parties, the receipt and sufficiency which is hereby acknowledged, the Parties agree as follows:

### ARTICLE I PURCHASE AND SALE

**1.1** In consideration of the mutual promises of the Parties as set forth herein, Seller agrees to sell and Buyer agrees to buy all of Seller’s interest in the real property in St. Croix County, Wisconsin, legally described on Exhibit A (the “**Property**”).

### ARTICLE II PURCHASE PRICE, MORTGAGE, AND NOTE

**2.1** **Purchase Price.** The total purchase price (the “**Purchase Price**”) to be paid by Buyer to Seller for the Property shall be One and No/100 Dollars (\$1.00). The Purchase Price, plus or minus any prorations, shall be paid to Seller in cash or by wire transfer in immediately available funds on the Closing Date as herein defined.

### ARTICLE III TITLE

**3.1** **Title.** Seller, at Buyer’s option and sole cost, shall provide an owner’s policy of title insurance issued by Knight Barry Title Group, with an address of 116 E. Elm Street, River Falls, WI 54022 (the “*Escrow Agent*”) as issuing agent for a reputable title insurer (“**Title Insurer**”) in the amount of the Purchase Price or Incentive Amount, as may be available from the Title Insurer, showing good and merchantable title to the Property. Seller, at Buyer’s option and sole cost, shall cause the Title Insurer to furnish Buyer a commitment (“**Commitment**”) for the most current form of ALTA Owner’s Policy of Title Insurance in the amount of the Purchase Price

or Incentive Amount within fifteen (15) days after the Effective Date. The Commitment shall be accompanied by customary bankruptcy, judgment, lien and special assessment searches (collectively, the “**Searches**”) as well as copies of the so-called exception documents for any exceptions listed in Part B Section II of the Commitment (the “**Exception Documents**”). The Commitment, Searches, and Exception Documents are collectively referred to as the “**Title Evidence**.” Buyer shall have ten (10) business days after receipt of the last item of the Title Evidence to examine the Property’s title (the “**Title Examination Period**”). Buyer shall notify Seller of any objections (“**Objections**”) to matters disclosed in the Title Evidence on or before the end of the Title Examination Period. If Buyer fails to provide a list of Objections within this period, then Buyer shall be deemed to have approved the Title Evidence. Seller may, within five (5) days after receipt of the Objections, provide Buyer with written notice of whether Seller elects to eliminate or satisfy the Objections to the satisfaction of Buyer. If Seller fails to respond in writing or notifies Buyer in writing that it will not satisfy one or more of the Objections, then Buyer shall have the right, within five (5) days after receipt of Seller’s notice, to either waive the Objections and accept title subject to the Objections or terminate this Agreement. Upon payment of the Purchase Price and execution of the Mortgage and Note by Buyer, Seller shall convey the Property to Buyer by warranty deed, free and clear of all liens and encumbrances, except: municipal zoning ordinances and agreements entered under them, Objections that are waived, and general taxes levied in the year of closing, which shall constitute merchantable title.

#### **ARTICLE IV CLOSING**

**4.1 Closing.** The payment of the Purchase Price and conveyance of the Property (the “**Closing**”) shall be held May 31, 2026, or such earlier date as mutually agreed upon by the Parties. The closing shall take place at the office of the Escrow Agent, 116 E. Elm Street, River Falls, WI 54022; provided, however, at the election of either Seller or Buyer, the Closing shall not be a face-to-face closing, but rather each Party shall deposit with the Escrow Agent the closing documents required to be given by that Party at least three (3) business days prior to the Closing Date, and Buyer shall cause the balance of the Purchase Price to be delivered to the Escrow Agent promptly after the Escrow Agent provides Seller and Buyer with settlement statements and both Seller and Buyer have approved, signed, and returned electronic copies of the settlement statements to the Escrow Agent. Upon receipt of all of the closing documents in a form that is reasonably acceptable to the Escrow Agent, the Escrow Agent shall record the warranty deed conveying the Property and the Mortgage, and distribute the other closing documents when: (i) the Escrow Agent has received the portion of the Purchase Price due from Buyer at Closing, as provided for in the approved settlement statements; (ii) the Escrow Agent is prepared to deliver to Seller the net proceeds of Closing due to Seller pursuant to the approved settlement statements; and (iii) the Title Insurer is prepared to issue to Buyer an owner’s policy of title insurance in a form previously approved by the Title Insurer and Buyer. The date on which the Closing occurs is referred to as the “**Closing Date**.”

**4.2 Seller’s Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Escrow Agent the following (collectively, “**Seller’s Closing Documents**”):

- A. **Deed.** Warranty Deed and transfer return, in form reasonably satisfactory to

Buyer, conveying the Seller's interest in the Property to Buyer.

- B. **IRS Reporting Form.** The appropriate Federal Income Tax Reporting form, if any is required.
- C. **Other Documents.** All other documents reasonably determined by Buyer or Escrow Agent to be necessary to transfer the Property to Buyer.
- D. **Development Agreement.** A Seller executed Development Agreement.
- E. **Memorandum of Development Agreement.** A Seller executed Memorandum of Development Agreement as set forth in the Development Agreement.

**4.3 Buyer's Closing Documents.** On the Closing Date, Buyer shall execute and/or deliver to Escrow Agent the following (collectively, "**Buyer's Closing Documents**"):

- A. **Purchase Price.** The Purchase Price.
- B. **Title Documents.** Such affidavits of Buyer, Certificates of Value or other documents as may be reasonably required by the title company to record the Seller's Closing Documents and issue the title insurance policy.
- C. **Development Agreement.** A Buyer executed copy of the Development Agreement.
- D. **Note.** A Buyer executed Note in the form attached hereto as Exhibit B.
- E. **Mortgage.** A Buyer executed Mortgage in the form attached hereto as Exhibit C.
- F. **Development Agreement.** A Buyer executed Development Agreement.
- G. **Memorandum of Development Agreement.** A Buyer executed Memorandum of Development Agreement as set forth in the Development Agreement.

**4.4 Closing Prorations.** Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

- A. **Title Insurance and Closing Fee.** Buyer shall pay all costs of the owner's title policy described in Section 3.1 together with the cost of the lender's title insurance policy (if any) and any other title endorsements Buyer or its lender desires.
- B. **Transfer Fee.** Buyer shall pay the State of Wisconsin Real Estate Transfer Fee, if applicable.
- C. **Real Estate Taxes.** The Parties shall prorate the taxes due and payable in 2027 (i.e., real estate taxes for 2026) with Seller paying for that part of the real estate taxes due

and payable in 2027 determined by dividing the number of days in 2026 that Seller owned the Property by three hundred sixty-five. All real estate taxes for taxes due and payable in 2026 (i.e., real estate taxes for 2025) are the responsibility of Seller and all real estate taxes due and payable in 2028 (i.e., real estate taxes for 2027) and future years are the responsibility of Buyer.

- D. **Special Assessments.** Seller agrees to pay the unpaid balances of levied, pending, certified and deferred special assessments applicable to the Property as of the date of the Closing Date.
- E. **Recording Costs.** Buyer shall pay the cost of recording all documents necessary to place record title in the condition warranted and requested by Buyer in this Agreement.
- F. **Closing and Escrow Fee.** Buyer shall all of the customary closing fees or charges imposed by the Escrow Agent.

## ARTICLE V “AS IS” SALE

5.1 **“As-Is” Sale.** The Property is being sold “AS-IS, WHERE-IS”. Other than the title warranties described in Section 3.1 above, no representations or warranties are made by Seller concerning the condition of the Property. Seller shall not provide a real estate condition report concerning the Property, and Buyer waives receipt and rights thereto pursuant to Chapter 709 of Wisconsin Statutes.

## ARTICLE VI DEVELOPMENT AGREEMENT

6.1 **Development Agreement Contingency.** Seller’s obligation to close under this Agreement is expressly contingent upon the execution of the Development Agreement. If the Parties fail to execute the Development Agreement, then this Agreement shall be null and void and each Party shall have no further obligation with respect to the other.

## ARTICLE VII TERMINATION AND REMEDIES

7.1 **Buyer’s Remedies.** If Seller materially defaults in performing any of Seller’s obligations under the terms of this Agreement on the Closing Date for any reason, other than Buyer’s default, Buyer shall be entitled to terminate this Agreement as its exclusive remedy.

7.2 **Seller’s Remedies.** Except as where a remedy is specifically provided herein, if Buyer materially defaults in performing any of Buyer’s obligations under the terms of this Agreement on the Closing Date for any reason other than the Seller’s default, Seller’s shall be entitled to either terminate this Agreement, as its exclusive remedy.



If to Buyer:

Stellerie Bop LLC  
Attn: Patrick Traynor  
660 N. Main Street  
River Falls, WI 54022  
[patrick@skycoat.com](mailto:patrick@skycoat.com)

**8.8 Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.

**8.9 Waiver.** The failure of either Party to complain of any default by the other Party or to enforce any of such Party's rights, no matter how long such failure may continue, will not constitute a waiver of the Party's rights under this Agreement. The waiver by either Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the Parties.

**8.10 Counterparts and Effective Date.** This Agreement may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument. This Agreement shall be binding when properly executed signature pages have been delivered by each Party to the other, whether by delivery of an original or a copy via facsimile or electronic mail.

**8.11 Attorney's Fees.** Any Party defaulting under this Agreement or any closing document shall pay the attorney's fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.

**8.12 No Broker's Commission.** Buyer and Seller each represent to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the Parties to this Agreement, the Party against whom the claim is asserted will indemnify and hold the other Party harmless from said claim.

**8.12 Time.** Time is of the essence as to all dates and deadlines in this Agreement.

(Signature Pages to Follow)

**IN WITNESS WHEREOF**, this Agreement has been executed effective on the day and year set forth in the first paragraph.

**SELLER:**

**CITY OF RIVER FALLS**, a Wisconsin municipal corporation

By: \_\_\_\_\_  
Dan Toland, Mayor

Attest: \_\_\_\_\_  
Amy White, City Clerk

**IN WITNESS WHEREOF**, this Agreement has been executed effective on the day and year set forth in the first paragraph.

**BUYER:**

**STELLERIE BOP LLC**

By: \_\_\_\_\_

Name: Patrick Traynor

Title: President./Authorized Representative

**EXHIBIT A**

**LEGAL DESCRIPTION**

**(Note: Legal Description on the Deed is to match the Legal Description in the Title Commitment)**

Lot 2 of St. Croix County Certified Survey Map No. 29-6508

For informational purposes only:  
Tax Parcel No.: 276-1150-16-005

**EXHIBIT B**

**NOTE**

(see attached)

**PROMISSORY NOTE**

**\$789,600.00**

**DATE: [TBD]**

**MAKER: STELLERIE BOP LLC**

**PAYEE: CITY OF RIVER FALLS**

FOR VALUE RECEIVED, the undersigned **STELLERIE BOP LLC**, a Wisconsin limited liability company (“*Maker*”) promises to pay to the order of **CITY OF RIVER FALLS**, a Wisconsin municipal corporation (and together with the holder of this Note, the “*Payee*”) the principal sum of **Seven Hundred Eighty-Nine Thousand and Six Hundred and 00/100 Dollars** (\$789,600.00) (the “*Principal Amount*”) pursuant to the terms of this Promissory Note (this “*Note*”). The following terms shall apply to this Note:

1. Principal and Interest Payments. Maker shall repay the entire outstanding Principal Amount and all other sums due under this Note that remain unpaid by August 1, 2027, which is the final and absolute due date of this Note. Provided, however, that if Substantial Completion of the Project, as those terms are defined in the Development Agreement between Maker and Payee dated [\_\_\_\_\_] has occurred by August 1, 2027, then this Note shall be deemed paid in full. Payments shall be made to Payee at 222 Lewis Street, River Falls, Wisconsin 54022, or such other location as Payee shall designate by written notice to Maker. If this Note is not paid in full or forgiven on the terms set forth herein by August 1, 2027, then interest shall be deemed to have accrued at 7% per annum from the date of execution of this Note.
2. Maker’s Right to Prepay. This Note may be prepaid in whole or part without premium, penalty, or notice at any time. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the outstanding Principal Amount is paid in full.
3. Renewal or Extension. Payee may grant renewals or extensions or otherwise modify the terms of this Note or any instrument securing this Note without affecting the liability of Maker.
4. Application of Payments. Payments shall be applied first to accrued and unpaid interest, second to any unpaid late charges due hereon and attorneys’ fees and costs incurred by Payee in connection with a default hereunder and the remainder, if any, to the outstanding Principal Amount.
5. Default. If Maker fails to pay any installment payable hereunder within **30 days** of the payment due date or if any other default is not cured within **30 days** after notice of default is given to Maker, Payee may, at its option and without further notice, accelerate the amount due under this Note and declare it immediately due and payable. Any failure by Payee to exercise this option shall not constitute a waiver of the right to exercise it at any subsequent time. Maker shall pay all costs and expenses, including actual attorney fees, expert or other witness fees, and costs, of collection and enforcement of any security for the Note, unless prohibited by law.
6. Bankruptcy. In the event Maker shall commit an act of bankruptcy under the United States Bankruptcy Code or file or have filed against Maker, voluntarily or involuntarily, a petition

in bankruptcy or for reorganization or for the adoption of an arrangement or plan under the United States Bankruptcy Code or initiate or have initiated against Maker, voluntarily or involuntarily, any act, process or proceeding under any insolvency law or any other statute or law providing for the relief of debtors, then, in such event, Payee may, at Payee's option, by notice in writing to Maker, declare the outstanding Principal Amount then remaining unpaid on this Note to be immediately due and payable, and the same shall thereupon be immediately due and payable, together with interest accrued, without further notice or demand.

7. Commercial Purposes. Maker acknowledges and warrants that (a) the indebtedness evidenced by this Note is incurred for the purpose of acquiring or carrying on a business or commercial enterprise; (b) all proceeds arising from the indebtedness will be used solely in connection with such business or commercial enterprise; (c) the proceeds of such indebtedness will not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors at the Federal Reserve System; and (d) the loan evidenced by this Note is not a "consumer transaction" as defined in the Wisconsin Uniform Commercial Code.
8. Subsequent Holders. In the event that any holder of this Note transfers this Note for value, Maker agrees that except with respect to subsequent holders with actual knowledge of a claim or defense, no subsequent holder of this Note shall be subject to any claims or defenses which Maker may have against a prior holder (which claims or defenses are not waived as to prior holders), all of which are waived as to the subsequent holder, and that all such subsequent holders shall have all of the rights of a holder in due course with respect to Maker even though the subsequent holder may not qualify, under applicable law, absent this paragraph, as a holder in due course.
9. Invalidity of Any Part. If any provision or part of any provision of this Note shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or any remaining part of any provision) of this Note, and this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained in this Note, but only to the extent of its invalidity, illegality or unenforceability. In any event, if any such provision pertains to the repayment of the indebtedness evidenced by this Note, then and in such event, at Payee's option, the outstanding Principal Amount, together with all accrued and unpaid interest thereon, shall become immediately due and payable.
10. Waiver. Maker waives presentment, protest, notice of dishonor, lack of diligence in collection or enforcement hereof, and expressly consents to any extension of time, or any forbearance whatsoever.
11. Security. This Note is secured by that certain Mortgage entered into by Maker on even date herewith. Any default of the Mortgage shall be a default of this Note.
12. Controlling Law; Venue. This Note shall be governed under, and construed pursuant to, the laws of the State of Wisconsin and the venue of any actions or suits involving this Note shall be in the Circuit Court for St. Croix County, Wisconsin.
13. Time is of the Essence. Time is of the essence under this Note.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned executed and delivered this Note to be effective as of the day and year first above written.

MAKER:  
STELLERIE BOP LLC

By: \_\_\_\_\_  
Name: Patrick Traynor  
Title: President/Authorized Representative

**EXHIBIT C**

**MORTGAGE**

(see attached)

**MORTGAGE**

Stellerie Bop LLC, a Wisconsin limited liability company

("Mortgagor," whether one or more) mortgages to City of River Falls, a Wisconsin municipal corporation,

its successors or assigns ("Mortgagee," whether one or more), to secure payment of 789,600.00 evidenced by a note or notes, or other obligation ("Obligation") dated \_\_\_\_\_, executed by Stellerie Bop LLC, a Wisconsin limited liability company

to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in St. Croix County, State of Wisconsin ("Property"):

**[NTD: Legal Description to match deed]**

Name and Return Address

Atty. Christopher B. Gierhart  
Weld Riley, S.C.  
P.O. Box 1030  
Eau Claire, WI 54702-1030

Parcel Identification Number (PIN)

This \_\_\_\_\_ is not \_\_\_\_\_ homestead property.  
(is) (is not)

This \_\_\_\_\_ is \_\_\_\_\_ a purchase money mortgage.  
(is) (is not)

**1. MORTGAGOR'S COVENANTS.**

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any.

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats, as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:**

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are Stellerie Bop LLC, 660N. Main Street, River Falls, WI 54022;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are Wisconsin; and

(7) the address of the secured party is 222 Lewis Street, River Falls, Wisconsin 54022

---

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated \_\_\_\_\_ .

Stellerie Bop LLC

\_\_\_\_\_(SEAL)  
\*Patrick Traynor, President/Authorized Representative  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
COUNTY )

Personally came before me on \_\_\_\_\_ ,  
the above-named Patrick Traynor, in his above-listed  
capacity \_\_\_\_\_  
to me known to be the person who executed the foregoing  
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:  
Atty. Christopher B. Gierhart  
Weld Riley, S.C.

\_\_\_\_\_  
\*\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission (is permanent) \_\_\_\_\_)



**RESOLUTION NO.**

**RESOLUTION APPROVING DEVELOPER'S AGREEMENT WITH STELLERIE BOP, LLC**

**WHEREAS**, the City of River Falls and Stellerie Bop, LLC have arrived at an agreement to build a manufacturing facility on the approximately 5.8-acre Lot C in the Sterling Ponds Corporate Park; and

**WHEREAS**, a Developer's Agreement has been drafted covering minimum improvements and the provision of various forms of financial assistance; and

**WHEREAS**, the Development Agreement includes the following terms:

- Minimum tax value \$6,000,000, minimum tax amount \$112,800
- Guarantee term 10 years
- Development incentives in the amount of \$789,600 (land cost)
- Anticipated start of construction is August 1, 2026, and substantial completion is August 1, 2027, subject to unavoidable delays

**WHEREAS**, the Common Council has reviewed the Developer's Agreement at its meeting of February 24, 2026, and found the terms and conditions acceptable;

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council hereby approves the Developer's Agreement with Stellerie Bop, LLC and authorizes the City Administrator to finalize the necessary terms and agreements on behalf of the City.

Dated this 24<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
Dan Toland, Mayor

ATTEST:

\_\_\_\_\_  
Amy White, City Clerk

**DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF RIVER FALLS  
AND  
STELLERIE BOP LLC**

THIS DEVELOPMENT AGREEMENT, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of River Falls, a Wisconsin municipal corporation (hereinafter called "**City**"), and Stellerie Bop LLC, a Wisconsin limited liability company, or its permitted assigns (hereinafter called "**Developer**").

WITNESSETH:

WHEREAS, the City is the fee simple owner of platted lots in the Sterling Ponds Corporate Park; and

WHEREAS, Developer is desirous of developing, constructing, and owning a proposed office/manufacturing building within the Sterling Ponds Corporate Park, provided that the City makes available certain financial incentives and other means of assistance in conjunction with such development; and

WHEREAS, subject to a successful closing on the purchase of the Development Property the City and Developer wish to agree to the development of the Minimum Improvements and the provision of various forms of financial assistance in that regard pursuant to the terms and provisions of this Agreement; and

WHEREAS, as of the date of this Agreement there has been prepared by the City a Tax Increment Financing Plan establishing City of River Falls Tax Increment District Number 10 (which plan, as it may be further amended, provided that no amendment shall adversely affect Developer, is hereinafter referred to as the "**Tax Increment Financing Plan**") and providing for the use of tax increment financing in connection with the development program described below; and

WHEREAS, the City believes that the construction of a minimum 80,000 square foot office/manufacturing building, within Tax Increment District No. 10 by Developer pursuant to this Agreement, and fulfillment of this Agreement is in the best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements under which the development program has been undertaken and is being assisted; and

WHEREAS, the City believes that "but for" the City's providing the Tax Increment Financing assistance, the Project would not be built and the important public benefits of the Project would not be achieved.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with each other as follows:

## **ARTICLE I DEFINITIONS**

### Section 1.1. Definitions.

In this Agreement, unless a different meaning clearly appears from the context:

“Agreement” means this Development Agreement by and between the City and Developer, as the same may be from time to time modified, amended, or supplemented, in writing.

"Articles and Sections" mentioned by number only are the respective articles and sections of this Agreement so numbered.

"Certificate of Completion" means the certification in the form of a certificate provided to the Developer, or its successors or assigns of this Agreement pursuant to Section 3.1 of this Agreement, certifying that the Project has been completed to the full satisfaction of both Parties and of this Agreement.

“Certificate of Occupancy” means the certification granted by the City of River Falls Building Inspector upon successful completion of the final inspection of each building associated with the Project, pursuant to Section 3.1 of this Agreement.

“City” means the City of River Falls, Wisconsin, and any agencies thereof.

“CDD” means the Community Development Department of the City of River Falls, Wisconsin.

“Construction Plans” means the approved plans, specifications, drawings and related documents on all construction work to be performed, installed or constructed by Developer upon the Development Property pursuant to this Agreement, described in Section 3.1 and attached as Exhibit 5 upon approval by the City.

“Council” means the Common Council of the City of River Falls, Wisconsin.

“County” means the County of St. Croix, Wisconsin.

“Covenants” means the Sterling Ponds Corporate Park Development Covenants and Design Guidelines, a copy of which is attached hereto and made part of hereof as Exhibit 2.

“Developer” means Stellerie Bop LLC a Wisconsin limited liability company.

“Development District” means the real property located within Tax Increment District No. 10, City of River Falls.

“Development Property” means that certain vacant real property, being approximately 5.8 acres, located within Tax Increment No. 10, City of River Falls, and more particularly described in Exhibit 3 of this Agreement, and depicted as Lot C in the map attached hereto as Exhibit 6.

“Hazardous Materials” means materials and substances which because of toxicity, corrosivity, reactivity, ignitability, carcinogenicity, magnification or concentration within biologic chains, presents a demonstrated threat to biologic processes when discharged into the environment, and shall also include any material or substances defined as "Hazardous Substances," "Hazardous Materials," "Hazardous Waste," "Toxic Substances" (including asbestos, polyfluoroalkyl (PFAS) substances, perfluorooctanesulfonic acid (PFOS), polychlorinated biphenyls, petroleum or petroleum products, hydrocarbonic substances and constituents of any of the foregoing) or other similar designations under any present or future federal, state, or local laws, statutes, authorizations, judgments, decrees, concessions, grants, agreements, ordinances, codes, rules, regulations, orders, and other governmental restrictions and requirements regulating, relating to or imposing liability or a standard of conduct concerning the environment or any substances or environmental activity including, without limitation, the following, as the same may be amended from time to time, and all regulations promulgated there under or in connection therewith:

Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.;

Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq.;

Clean Air Act 42 U.S.C. §§ 7401-7626 et seq.;

Water Pollution Control Act (commonly referred to as the Clean Water Act), 33 U.S.C. §§ 1251 et seq.;

Federal Insecticide, Fungicide, and Rodenticide Act, as amended by the Federal Environmental Pesticide Control Act of 1972 and the Federal Pesticide Act of 1978, 7 U.S.C.136 et seq.;

Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; and

Safe Drinking Water Act 42 U.S.C. §§ 300 (f) et seq.;

“Minimum Improvements” means the approximately 80,000 square foot office/manufacturing building, including fixtures and equipment to be constructed by Developer upon the Development Property pursuant to this Agreement as such improvements are defined in the Construction Plans.

“Party” means either the City or Developer.

“Parties” means the City and Developer.

“Project” means the construction and operation of the Minimum Improvements by Developer on the Development Property pursuant to the terms of this Agreement, and any additional improvements by Developer on the Development Property.

“Site Improvements” means all utility and site related improvements to be installed and constructed on the Development Property, which shall include, but not be limited to, sanitary sewer, water, storm sewer, electrical, and other public improvements involved with the project.

“State” means the state of Wisconsin.

“Substantial Completion” means the completion of the public and private infrastructure improvements pursuant to the Construction Plans, except for punch list items, landscaping and paving of parking lots, and the issuance of a Certificate of Occupancy from the City. Subject to Unavoidable Delays beyond the control of the Developer, any such incomplete items shall be fully completed within a reasonable time after the date of Substantial Completion, but not to exceed 90 days thereafter except site improvements such as landscaping shall be completed no later than 240 days after the date of Substantial Completion if weather or other conditions beyond the control of the Developer prevent completion of the same.

“Tax Increment District No. 10” means the City of River Falls Tax Increment Financing District No. 10 as has been duly established by the City of River Falls according to the Wisconsin Statutes, Exhibit 4 attached.

“Tax Increment Financing” means the general obligation, tax increment bonds, or any form of tax increment financing that the City intends to issue to finance certain land acquisition and/or public development costs related to Tax Increment District No. 10 and the project. The term "tax increment financing" shall also include any obligations issued to refund the tax increment obligations of the City.

“Tax Increment Financing Plan” means the Tax Increment Financing Plan for the City of River Falls Tax Increment District No. 10.

“Unavoidable Delays” means delays, outside the control of the party claiming an occurrence, which are the direct or indirect result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, public health emergencies or pandemic or Federal restrictions resulting from the same that may occur following the date of this Agreement, State or Federal limitations on work, fire, floods, embargoes, terrorist acts or other casualty, supply chain issues, litigation or other administrative procedures commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts or requirements of any federal, state, or local governmental unit (other than the City acting in its contractual capacity under this Agreement) which directly results in delays.

**ARTICLE II  
REPRESENTATIONS, WARRANTIES,  
AND OBLIGATIONS OF DEVELOPER**

Section 2.1. Representations and Warranties by Developer.

Developer represents and warrants that:

(a) Developer is a limited liability company duly organized, existing, and in good standing under the laws of the State of Wisconsin, is not in violation of any provisions of its articles of organization, and has full power and authority to enter this Agreement and perform its obligations hereunder.

(b) Developer will use its best efforts to obtain, in a timely manner, all required permits, licenses, and approvals, and to meet in a timely manner all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Minimum Improvements and any and all additional improvements may be lawfully constructed. Where this Agreement contains strict time deadlines with respect to any obligation, such strict time deadlines shall apply, and time shall be of the essence.

(c) Developer will use its best efforts to construct the Minimum Improvements and all additional improvements in accordance with all local, State, or federal laws or regulations, including, but not limited to energy conservation laws.

(d) Developer has no present notice or knowledge that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of, the terms, conditions or provisions of any operating agreement or any other corporate document of Developer, or any evidence of indebtedness, contract or instrument of whatever nature to which Developer is now a party or by which it is bound, such that any conflicts or breaches would materially impair the project or deems City security hereunder inadequate.

Section 2.2. Obligations of Developer.

(a) Description. Subject to the terms and conditions of this Agreement, Developer hereby agrees and commits to construct the Minimum Improvements and complete the Project within the time limitations of the Agreement. The Minimum Improvements will be constructed according to the Construction Plans to be submitted according to Section 3.1 of this Agreement. The parties understand that Construction Plans may be changed in accordance with Section 3.1 of this Agreement.

(b) Uses. Upon completion of the Minimum Improvements the uses of the property by Developer shall be for an office/manufacturing building. Developer will comply with all applicable federal, State, and local laws and regulations relative to hazardous materials. The City will work with Developer to permit excess outdoor parking, subject to City municipal code and covenant limits.

(c) Utilities. Developer agrees and hereby commits to maintaining electric, water and wastewater services through the River Falls Municipal Utilities.

(d) Performance dates. Developer agrees and hereby commits to complete the construction of the Minimum Improvements according to the following timetable, subject to Unavoidable Delays and subject to the City's performance. The parties understand that time is of the essence with regard to the dates herein specified.

1. August 1, 2026 Start of construction of the Minimum Improvements.
2. August 1, 2027 Substantial completion of the Minimum Improvements.

### **ARTICLE III CONSTRUCTION OF MINIMUM IMPROVEMENTS**

#### **Section 3.1. Construction of Minimum Improvements.**

(a) Developer agrees that it will construct the Minimum Improvements on the Development Property in substantial conformance with Construction Plans, which shall be submitted to the City for review and approval prior to commencement of construction. Construction of the Minimum Improvements cannot commence until the City has approved the Construction Plans. Approved Construction Plans will be attached hereto as Exhibit 5 upon approval by the City.

(b) If Developer desires to make any material change in the Construction Plans after their approval by the City Council, Developer shall submit the proposed change to the CDD for approval. A material change is one that negatively impacts the Project's minimum value by more than five percent (5.0%), or requires approval due to City ordinance or code. If the Construction Plans, as modified by the proposed change, are not a material change, the CDD shall approve the proposed change; provided, however, that any such approval under this Section 3.1(b) shall not constitute approval or waiver by the City with respect to any building, zoning or other ordinances or regulations of the City. Such change in the Construction Plans shall be deemed approved by the CDD unless rejected in writing within 15 days by the CDD with a statement of the CDD's reasons for such rejection. The amount of time required by this process shall be added to and extend performance dates specified in Section 2.2(d).

#### **Section 3.2. Commencement and Completion of Construction.**

(a) Subject to Unavoidable Delays and performance by City, Developer shall commence construction of the Minimum Improvements by August 1, 2026, or such other date as the parties shall mutually agree in writing as an amendment to this Agreement. Subject to Unavoidable Delays or actions of City, Substantial Completion of all the Minimum Improvements shall be no later than August 1, 2027. All work with respect to the Minimum Improvements to be constructed or provided by Developer on the Development Property shall be in conformity with the Construction Plans or any approved changes thereof as submitted by Developer and approved by the CDD.

(b) Developer agrees for itself, and every successor in interest to the Development Property, or any part thereof, that it shall promptly begin and diligently prosecute to completion construction of the Minimum Improvements thereon, and, subject to Unavoidable Delays and performances by City, that such construction shall in any event be commenced and completed within the period specified in this Section 3.2 of this Agreement.

Section 3.3. Certificate of Completion and Certificate of Occupancy.

(a) Promptly after Substantial Completion of the Minimum Improvements in accordance with the provisions of this Agreement, the City will furnish Developer with a Certificate of Completion and Certificate of Occupancy. Such Certificate of Completion and Certificate of Occupancy shall be a conclusive determination of satisfaction and completion of the minimum improvements necessary for occupancy.

(b) If the City should refuse to provide a Certificate of Completion and Certificate of Occupancy in accordance with the provisions of this Section 3.3 due to alleged inadequate or incomplete performance by Developer, the City shall, within 15 days after written request by Developer, provide Developer with a written statement, indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, and what measures or acts will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain that Certificate of Completion and Certificate of Occupancy.

(c) Upon receipt of the written statement reciting in what respect Developer has failed to complete the Minimum Improvements, Developer shall immediately rectify the stated shortfalls by complying with the City's requests. If Developer refuses to comply or disagrees with the City's requests, the Parties may pursue any remedies available under this Agreement.

**ARTICLE IV  
GUARANTEES AND OBLIGATIONS OF DEVELOPER**

Section 4.1. Purposes of Guarantees.

Both Parties to this Agreement understand that there will be the commitment of and/or expenditure of public monies through the tax increment financing process for land development incentives in the amount of \$789,600.00. It is the intent of the parties hereto to provide that Developer give adequate security to ensure that the Minimum Improvements will be constructed, and the public monies will be repaid as specified below. The parties intend for the security instrument(s) to cover the period of time before and after construction, to allow for the completion of the Minimum Improvements and the amortization of public expenditures for this project per the Tax Increment Financing Plan.

Section 4.2. Real Estate Purchase Agreement. The Developer shall purchase the Development Property for \$1.00 on the terms of that certain Agreement to Purchase Real Estate between City and Developer for the Development Property (the "*Real Estate Purchase Agreement*").

#### Section 4.3. Security During Construction.

Developer agrees to execute and deliver to City, consistent with the terms of Real Estate Purchase Agreement, a promissory note in the original principal amount of \$789,600.00 which must be paid in full by August 1, 2027 (the “*Note*”) if Substantial Completion of the Minimum Improvements has not occurred by August 1, 2027, as more particularly set forth in the Real Estate Purchase Agreement and the Note.

Per the terms of the Real Estate Purchase Agreement, the Developer shall deliver a real estate mortgage securing said Note (the “*Mortgage*”), covering the Development Property. The Mortgage shall be a second mortgage against the Development Property and shall be subordinate to the lien of the lender who is providing the Developer with construction financing for the Project. The City shall cooperate with Developer’s mortgagee in executing such reasonable subordination Agreement as said Mortgage may require to assure the relative priorities, with the City having a second mortgage. The Mortgage shall be superior to all other liens, judgments, mortgages or encumbrances, except for easements and restrictions of record.

If Substantial Completion has occurred on or before August 1, 2027, the City shall mark the Note "paid in full" and satisfy the Mortgage of record.

Failure of the Developer to complete the Minimum Improvements and receive a Certificate of Completion and Certificate of Occupancy under the terms of this Agreement, or failure to pay the Note in full, when due, shall constitute a default of said Note and shall immediately subject the Developer to the remedy of foreclosure, in addition to any other remedy available to the City by this Agreement or applicable law.

#### Section 4.4. Guaranteed Assessment and Payment.

Developer agrees that the Development Property and Minimum Improvements shall carry a tax assessment value of not less than \$6,000,000.00 for a period of ten (10) years of real estate tax payments after the Certificate of Completion and Certificate of Occupancy are issued.

Developer hereby waives any right of notice, protest, or right to contest the final assessed valuation of Development Property and Minimum Improvements at the agreed upon value of \$6,000,000.00. It is understood between the parties that this assessment is the minimum necessary to enable the City to offer the financial incentives contained in this Agreement. This waiver of protest and right to contest the assessment shall commence on the date of Substantial Completion of the Project and continue until Developer has paid all taxes assessed on the agreed upon value of the Project for a period of ten (10) consecutive years of real estate tax payments, which is the amount of time necessary to repay, through the increment gain, the financial incentives contained herein. By way of explanation, if the agreed upon value of the Real Estate is first assessed as of January 1, 2028 and taxes on the agreed upon value of the Real Estate are first paid in 2029, the Developer’s obligation to pay taxes based on the agreed minimum assessed value shall continue through 2039, when taxes from the year 2038 would be due and payable. Provided, that after the time period set forth above, or in the event the assessor assesses the Real Estate above

\$6,000,000.00, Developer shall retain all statutory rights of notice and protest to any real estate tax assessment.

This waiver of protest and right to contest the assessment shall continue for a period of ten (10) consecutive years of real estate tax payments, with the first year being the year the first payment is made based on the minimum valuation set forth above, which is the amount of time necessary to repay, through the increment gain, the financial incentives contained herein. Provided, that after ten (10) years of real estate tax payments, or in the event the assessor assesses the Development Property above \$6,000,000.00, Developer shall retain all statutory rights of notice and protest to any real estate tax assessment.

In no event shall the assessment ever be lower than \$6,000,000.00 for the Development Property and Minimum Improvements during the repayment of the tax increment financing for this Project (ten (10) years of real estate tax payments). Regardless of the minimum assessed value of the Project, which is imposed by this section, the minimum amount of real estate tax the Developer shall pay with respect to the Development Property and Minimum Improvements shall be no less than \$112,800.00 per year after the substantial completion of the Minimum Improvements. Any shortfall between the amount shown on the County issued tax statement and the minimum tax shall be paid to the City Treasurer by January 31 of each year. This minimum tax obligation shall be effective for ten (10) years of real estate tax payments for the Development Property and Minimum Improvements, commencing upon the date of the issuance of the Certificate of Occupancy.

#### Section 4.5. Option to Purchase.

Subject to Unavoidable Delays, Developer agrees that if Minimum Improvements are not commenced by August 1, 2026, the City has the exclusive option to purchase the Development Property back from the Developer for \$1.00. The Minimum Improvements will be deemed commenced if Developer has engaged in a program of on-site construction, including site clearance or grading, specifically designed for construction of the Minimum Improvements on the Development Property. If the City exercises this option, Developer shall convey the Development Property to City, free and clear of all liens and encumbrances, within thirty (30) days of the date City exercises such option, and the Parties shall enter into a purchase agreement consistent with the terms of this Section 4.5 agree to negotiate the remaining purchase terms in good faith and in accordance with custom in which the Development Property is located. If the City exercises such option, Developer shall pay for all costs of closing, including without limitation, an owner's policy of title insurance, gap endorsement, real estate transfer taxes, recording fees, and title company fees.

### **ARTICLE V CITY OBLIGATIONS**

#### Section 5.1. Tax Increment Financing and Uses Thereof.

(a) The City hereby commits to provide a building site (Lot C) in Sterling Ponds Corporate Park (i.e., the Development Property) to the Developer, per the terms of the Real Estate Purchase Agreement, in consideration of the Developer's commitment to construct the Minimum

Improvements in accordance with the approved Construction Plans and this Agreement. The \$789,600.00 worth of tax increment financing, being the agreed upon value of the Development Property, reflect the City's investment in this Project.

(b) Source of Tax Increment Funds. The City, in its discretion, may use whatever financial resources are available, to provide the incentive set forth in Section 5.1(a). The options retained by the City include, but are not limited to, promissory notes, general obligation bonds, or tax increment bonds. The terms and conditions of Tax Increment Financing Plan, Tax Incremental District No. 10, as dated June 2014, is attached hereto as Exhibit 4, as the City is governed by such Tax Increment Financing Plan.

Section 5.2. Performances and Performance Dates by City.

Subject to Unavoidable Delays, and performance by Developer, the City shall:

(a) Make standard electrical, water, and sanitary sewer utilities available for connection and hookup at the Development Property at the time the Minimum Improvements are completed. Developer shall be responsible for paying all utility extensions and laterals necessary to serve the Project located at the Development Property.

(b) Convey the Development Property to the Developer on the terms of the Real Estate Purchase Agreement.

**ARTICLE VI  
OTHER PERFORMANCES**

Section 6.1. Excesses.

The specified amounts identified in this Agreement shall be the maximum Tax Increment Financing liability of the City and the City shall not be obligated to pay from Tax Increment Financing funds any amount in excess of those delineated in this Agreement.

Section 6.2. Installation of Improvements.

Developer shall be completely responsible for the installation of all private utilities and the Minimum Improvements, and none of the Project shall be constructed by the City.

**ARTICLE VII  
ASSIGNMENT AND TRANSFER**

Section 7.1. Representation as to Redevelopment.

Developer represents and agrees that its undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. Developer further recognizes that, in view of:

- (a) The importance of the development of the Development Property to the general welfare of the community; and
- (b) The substantial financing and other public aids that have been made available by the City for the purpose of making such development possible;

That the Minimum Improvements will be constructed in a timely (subject to unavoidable delays) and workmanlike manner.

Section 7.3. Assignment and Transfer to Third parties – After Issuance of Certificate of Completion and Certificate of Occupancy.

Notwithstanding the above, the City recognizes that Developer, once the Minimum Improvements have been constructed, may wish to transfer, assign, or sell the improved Development Property to a third party. The Developer may assign, sell, convey or transfer the project to a third party, with the written permission of the City, said permission not to be unreasonably withheld. Provided, however, that any assignment, sale, transfer or conveyance to a third party must provide for the third party's assumption of any and all performances required by the Developer hereunder.

Furthermore, should Developer assign, sell, convey, or transfer the project to a third party under the terms of this section within ten (10) years of issuance of a Certificate of Completion and Certificate of Occupancy, the third party, who must be reasonably acceptable to the City by the giving of written permission herein, shall enter a Novation Agreement substituting its performance for that of Developer. In the event the City permits the transfer of the project to a third party and a Novation Agreement is signed, Developer shall be released of any and all liability from the performance of any of the conditions of this Agreement and shall be released of any liability to the City.

Notwithstanding anything therein to the contrary, for a period of ten (10) years after the issuance of a Certificate of Completion and Certificate of Occupancy, the Development Property may not be sold, transferred or conveyed to, or lease or owned by any entity or used in any manner which would render any part of the Development Property exempt from property taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement satisfactory to the City Attorney and City Council provided for payments in lieu of taxes to the City.

**ARTICLE VIII  
EVENTS OF DEFAULT**

Section 8.1. Events of Default Defined.

The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

- (a) Failure by Developer to comply or meet any one of the material provisions of this Agreement, including without limitation the time deadlines for commencement of construction of

the Minimum Improvements by March 1, 2026, and completion of the Minimum Improvements by December 31, 2026, subject to Unavoidable Delays and performances by City.

(b) Failure by Developer to substantially observe or perform any material covenant, condition, obligation or Agreement on its part to be observed or performed under this Agreement.

(c) Failure to pay any monetary obligation imposed by this Agreement.

#### Section 8.2. Remedies on Default.

(a) In the Event of Default by Developer, the City shall provide notice of the same to Developer. In the event Developer fails to cure such Event of Default within sixty (60) days of the date of such notice, the City may exercise any remedies available to it whether under law or equity. Further, City shall have no obligation to expend any additional tax increment funds that have not already been spent in the event of Developer's default.

(b) If the City fails to perform under the terms of this Agreement, Developer's performance deadlines shall be extended for the time the City did not perform its obligations, and Developer may pursue remedies available.

#### Section 8.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

#### Section 8.4. 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 in writing 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.

### **ARTICLE IX HAZARDOUS MATERIALS**

The Project shall not include the removal, disposal, remediation or clean-up of any Hazardous Materials or underground storage tanks discovered entirely on Developer's Property, or any publicly owned property. In the event of such discovery, the City shall for all purposes be the responsible party for removal, disposal, remediation, or cleanup of such Hazardous Materials or underground storage tanks, and shall do so in full compliance with law at such owner's sole cost and expense. Notwithstanding anything herein to the contrary, the City shall have no obligation to remove, dispose, remediate, or cleanup any Hazardous Materials or underground storage tanks

which arise out of or relate to Developer's use or development of the Development Property, and in such event, Developer shall for all purposes be the responsible party for removal, disposal, remediation, or cleanup of such Hazardous Materials or underground storage tanks, and shall do so in full compliance with law at Developer's sole cost and expense.

## **ARTICLE X ADDITIONAL PROVISIONS**

### Section 10.1. Restrictions on Use.

Developer agrees for itself, its successors and assigns and every successor in interest, to the Development Property, or any part thereof, that Developer and such successors and assigns shall devote the Development Property to, and only to, and in accordance with, the uses specified in this Agreement and land covenants, said covenants attached hereto as Exhibit 2.

### Section 10.2. Conflicts of Interest.

No member, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested. Provided, however, that after this Agreement has been signed, a member, official, or employee of the City may have contact and business relations with Developer relating to the Development Project only if a full disclosure is made to the Council, and it does not impair the exercise of said member's, official's, or employee's independent judgment on behalf of the City. No member, official, employee, or consultant of the City shall be personally liable to Developer, or any successor of interest, in the event of any default or breach by the City for any amount that may become due to Developer or successor, or on any obligation under the terms of the Agreement.

### Section 10.3. Title of Articles and Sections.

Any titles of the several parts, articles and sections of the Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

### Section 10.4. Notices and Demands.

Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and (a) in the case of Developer as addressed to or delivered personally to the company at: Attention: Stellerie Bop LLC, 660 N. Main Street, River Falls, WI 54022 (b) in the case of the City as addressed to or personally delivered to the City at: City Hall, 222 Lewis Street, River Falls, WI 54022, Attention: City Administrator, with copy to City Clerk; or at such other addresses with respect to either such party as that party may, from time to time, designate in writing, and forward to the other as provided in this section.

Section 10.5. 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. Delivery of the executed counterpart of this Lease via facsimile or electronic mail in portable document file (.pdf) format shall be as effective as delivery of an originally-signed executed counterpart of this Agreement.

Section 10.6. Law Governing.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Section 10.7. Short Form Recordable.

A short form of this Agreement shall be recorded in the chain of title to the Development Property. Said form is attached as Exhibit 7 as a Memorandum of Development Agreement.

Section 10.8. Release of All Oral or Written Agreements.

Upon the signing of this Agreement, all prior oral and written Agreements between the City and Developer are terminated and released, as this document contains the complete Agreement between the parties with respect to the development Property and construction of the Minimum Improvements.

Section 10.9. Hold Harmless and Indemnification.

Developer shall indemnify and hold City harmless from and against all claims, damages, losses or expenses, including attorney's fees, which the City may suffer or for which it may be held liable, arising out of or resulting from assertion against them of any claims, debts, or obligations in consequence of breaches of this Agreement by Developer, its employees, agents, or subcontractors.

Section 10.10. Resolutions.

Developer warrants that it has adopted a corporate resolution authorizing the signing of this Agreement, and the City warrants that a resolution has been passed by the Common Council authorizing the signing of this document.

**ARTICLE XI  
OTHER CONDITIONS**

The duties and obligations of the Parties under this Agreement are contingent upon closing on the Development Property on the terms set forth in the Real Estate Purchase Agreement. In the event the Parties do not close on the Real Estate Purchase Agreement, then this Development Agreement shall be null and void.

## **ARTICLE XII AMENDMENTS**

The Developer and the City agree that all efforts have been made to accurately identify the costs of the Project and the value of the Minimum Improvements that are the basis for the utilization of tax increments necessary to amortize public expenditures related to this Project.

If conditions change during the course of the construction of the Minimum Improvements, both parties agree to use their best efforts to resolve the increased cost associated with a changed condition. Said effort shall be fully documented and presented to the Council for approval. Upon full identification and documentation of the changed condition, the Council shall have 15 days to review and approve or disapprove the change. If approved, said approval shall be in the form of a written amendment to this Agreement.

Should a changed condition result in an increased public expenditure, the Developer acknowledges that an additional corporate payment or guarantee may be necessary to cover any shortfall in property taxes from the Minimum Improvements to the Development Property to cover public expenditures.

No provision, performance or obligation imposed by this Agreement may be amended, modified, supplemented or terminated without the written mutual consent of the parties hereto.

Notwithstanding the above, nothing in Article XII shall be construed as requiring or authorizing the expenditure of public monies above the maximum limits set forth in Article V of this Agreement, which may only be authorized by the Common Council.

(This space left blank intentionally.)

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

**CITY OF RIVER FALLS**

By: \_\_\_\_\_  
Dan Toland, Mayor

ATTEST:

By: \_\_\_\_\_  
Scot E. Simpson, City Administrator

\_\_\_\_\_  
Amy White, City Clerk

**STELLERIE BOP LLC**

By: \_\_\_\_\_  
Patrick Traynor, President/Authorized Representative

List of Exhibits

Exhibit 1 – [Intentionally Omitted]

Exhibit 2 – Sterling Ponds Corporate Park Development Covenants and Design Guidelines

Exhibit 3 - Description of Real Property

Exhibit 4 - Terms and Conditions of Tax Increment Financing Plan, Tax Incremental District  
No. 10, as dated June 2014

Exhibit 5 - Approved Construction Plans for the Minimum Improvements

Exhibit 6 – Sterling Ponds Corporate Park Map

Exhibit 7 – Memorandum of Development Agreement

**Exhibit 1**

[Intentionally Omitted]

## **Exhibit 2**

Sterling Ponds Corporate Park Development Covenants and Design Guidelines

### **Exhibit 3**

#### Description of Real Property

(To be updated to reflect full legal description in title commitment)

Lot 2 of St. Croix County Certified Survey Map No. 29-6508

For informational purposes only:  
Tax Parcel No.: 276-1150-16-005

**Exhibit 4**

Terms and Conditions of Tax Increment Financing Plan, Tax Incremental District No. 10 dated  
June 2014

## **Exhibit 5**

Approved Construction Plans for the Minimum Improvements

[Exhibit 5]

## Exhibit 6

### Sterling Ponds Corporate Park Map



Lot	A	C	F	J	1
Acreage	2	5.8	3	4.8	6.5
Zoning	B-3	I-1	I-1	I-1	B-3

\*Acreage is approximate. Site can be configured to suit needs.  
 \*\*Maximum height is 35' (50' with special permission).

Contact: Keri Schreiner  
 Economic Development  
 Manager  
[kschreiner@rfcity.org](mailto:kschreiner@rfcity.org)  
 715-426-3469

**Exhibit 7**

Memorandum of Development Agreement

**MEMORANDUM OF  
DEVELOPMENT AGREEMENT**

**Recording Area**

Name and Return Address

Christopher B. Gierhart  
Weld Riley, S.C.  
PO Box 1030  
Eau Claire, WI 54702-1030

**See Exhibit A Attached**  
Parcel Identification Numbers (PINs)

This **is not** homestead property.

**This is not a conveyance under Wis. Stat. § 77.21(1),  
and is not subject to transfer return or fee.**

THIS DOCUMENT WAS DRAFTED BY:

Attorney Christopher B. Gierhart  
Weld Riley, S.C.  
PO Box 1030  
Eau Claire, WI 54702-1030

## MEMORANDUM OF DEVELOPMENT AGREEMENT

**THIS MEMORANDUM OF DEVELOPMENT AGREEMENT** (this “Memorandum”) is made and entered into by and between the City of River Falls, a Wisconsin municipal corporation (“City”) and Stellerie Bop LLC, a Wisconsin limited liability company (“Developer”), who agree as follows:

**WHEREAS**, as of \_\_\_\_\_, a Development Agreement (the “Development Agreement”) was entered into by and between the City and Developer regarding the property legally described on the attached Exhibit A (the “Property”); and

**WHEREAS**, Developer and City wish to memorialize of record the existence of the Development Agreement.

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is agreed, Developer and City agree as follows:

1. Notice is hereby given that the Property is subject to all terms and conditions of the Development Agreement, which includes an option to purchase and minimum assessment guarantees.
2. Reference is made to the Development Agreement for a full statement of the terms and conditions of the Development Agreement, all of which are incorporated herein by reference.
3. This Memorandum is made and executed by the parties for the purpose of recording the same in the applicable office in the county in which the Property is located. This Memorandum is executed and delivered with the understanding and agreement that it shall not in any manner whatsoever, alter, modify, or vary the terms and conditions of the Development Agreement.
4. The obligations of City and Developer under the Development Agreement run with the Property and inure to the benefit of City and Developer, and their respective successors and assigns, and are incorporated herein by this reference

*[Signature Pages Follow]*



**DEVELOPER:**

Stellerie Bop LLC, a Wisconsin limited liability company

By: \_\_\_\_\_

Name: Patrick Traynor

Its: President/Authorized Representative

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named Patrick Traynor, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_, Notary Public  
State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Exhibit A  
Legal Description of Property  
(Note: Legal Description to Match Deed for the Property)

[Exhibit A]



## MEMORANDUM

**TO:** Mayor Toland and City Council Members

**FROM:** Justin Wilson, Fire Chief

**DATE:** February 24, 2026

**TITLE:** RESOLUTION APPROVING TEMPORARY NO PARKING DESIGNATION ON ELM STREET AND SECOND STREET DUE TO FIRE STATION BUILD/RENOVATION PROJECT

---

### RECOMMENDED ACTION

Approve the resolution for temporary designation of 'No Parking' on the south side of Elm Street adjacent to the Fire Department and on approximately half of the public parking lot on Second Street across from the Fire Department for the duration of the Fire Station Build/Renovation Project, through project completion targeted for December 2026.

### BACKGROUND

The River Falls Fire Department is undergoing a major Fire Station Build/Renovation Project, that kicked off on January 27, 2026, with a target completion timeframe of December 2026 to January 2027. Preparatory activities, including the installation of fencing, signage, and site staging occurred during the week of January 12, 2026.

Temporary parking was approved by Police Chief Gordon Young for a period of 60 days. Pursuant to [City Ordinance 10.08.020\(D\)](#), any temporary parking authorization exceeding 60 days requires City Council approval.

### DISCUSSION

Due to the scope and duration of construction activities, temporary changes to parking and traffic flow surrounding the Fire Department for more than 60 days are necessary to ensure:

- Safe access for emergency response vehicles
- Adequate space for construction operations and staging
- Protection of public safety during the construction period

Specifically, the Fire Department is requesting extended changes to parking through the duration of the construction project for the following locations:

1. Elm Street, street parking:
  - o Designation of 'No Parking' on the south side of Elm Street adjacent to the Fire Department for the duration of the project.
  
2. Second Street Public Parking Lot:
  - o Designation of 'No Parking' for just over half of the public parking lot on Second Street, located across from the Fire Department, for the duration of the project.



These measures are necessary to maintain safe and reliable emergency response capabilities while accommodating construction needs. Signage and physical barriers will be installed as appropriate, and these restrictions will be clearly communicated to the public.

### **CONCLUSION**

The Fire Station Build/Renovation Project is a critical step in strengthening the City of River Falls emergency response infrastructure. Temporarily restricting parking on Elm Street and a portion of the Second Street public parking lot is necessary to support construction activities, ensure firefighter and public safety, and maintain uninterrupted emergency response operations.

Staff recommends City Council approval of the requested temporary 'No Parking' designations through the completion of the project, targeted for December 2026.



**RESOLUTION NO.**

**RESOLUTION APPROVING TEMPORARY NO PARKING DESIGNATION ON ELM STREET AND SECOND STREET DUE TO FIRE STATION BUILD/RENOVATION PROJECT**

**WHEREAS**, the City of River Falls has commenced a major Fire Station Build/Renovation Project beginning January 27, 2026, with anticipated completion in December 2026 to January 2027; and

**WHEREAS**, temporary parking restrictions were initially approved by Police Chief Gordon Young for a period of sixty (60) days; and

**WHEREAS**, pursuant to City Ordinance 10.08.020(D), any temporary parking authorization exceeding sixty (60) days requires approval by the Common Council; and

**WHEREAS**, due to the scope and duration of construction activities, temporary changes to parking and traffic flow surrounding the Fire Department are necessary to ensure safe access for emergency response vehicles, provide adequate space for construction operations and staging, and protect public safety during the construction period; and

**WHEREAS**, the Fire Department has requested the temporary designation of "No Parking" on the south side of Elm Street adjacent to the Fire Department and on approximately one-half of the public parking lot on Second Street located across from the Fire Department for the duration of the construction project;

**NOW, THEREFORE, BE IT RESOLVED** that the River Falls Common Council hereby approves the temporary designation of "No Parking" on the south side of Elm Street adjacent to the Fire Department and on approximately one-half of the public parking lot on Second Street across from the Fire Department for the duration of the Fire Station Build/Renovation Project, with completion targeted for December 2026 to January 2027;

Dated this 24<sup>th</sup> day of February 2026.

\_\_\_\_\_  
Dan Toland, Mayor

ATTEST:

\_\_\_\_\_  
Amy White, City Clerk



**MEMORANDUM**

**TO:** Mayor Toland and City Council

**FROM:** Tanya Misselt, Library Director  
Amy White Community Services Director/City Clerk

**DATE:** February 24, 2026

**TITLE:** **RESOLUTION APPROVING THE PURCHASE OF COMPUTERS, PRINTERS AND ACCESSORIES FROM DELL TECHNOLOGIES**

---

**RECOMMENDED ACTION**

Approve the resolution allowing the purchase of 28 desktop computers, 33 laptop computers, and 4 printers with the necessary accessories.

**BACKGROUND**

In October 2024, the City of River Falls and River Falls Public Library were successfully awarded a Flexible Facilities Program grant that included \$150,236 for computing devices, accessories, and printers.

The purpose of this purchase is to acquire digital connectivity equipment that supports broadband access and directly enables work, education, and healthcare monitoring. Some devices will be installed in the public computer lab, meeting rooms, study rooms, printing stations, telehealth room, and staff offices. Others will be available for portable use within the library and select devices will be made available for checkout.

**DISCUSSION**

The Library solicited quotes with specifications for 28 desktop computers, 33 laptop computers, and 4 printers with the necessary equipment to three vendors and received responses from all three. A summary of those responses is shown in the chart below.

	PCs	3-year PC Warranty	Total	Printers	PCs and Printers
<b>Dell</b>	\$66,990.33	Included	\$66,990.33	\$5,872.92	\$72,863.25
<b>Best Buy</b>	\$100,650.92	Included	\$100,650.92	\$17,948.08	\$118,599.00
<b>CDWG</b>	\$76,859.02	\$3,761.08	\$80,620.10	\$5,983.20	\$86,603.30

**FINANCIAL CONSIDERATION**

All of the quotes above were offered as package deals. Seven of the Dell computers will be installed behind TV monitors in various rooms by ECSI Systems Integrators, LLC, a subcontractor of Market & Johnson, which was awarded the renovation bid for the library. This work will be completed at no additional cost beyond the awarded renovation bid. All other computers and printers will be set up or ready for circulation by librarians.

Sources	Amount	Uses	Amount
FFP Grant	\$72,863	Laptops, Computers, Printers and Accessories	\$72,863
<b>Total Sources</b>	<b>\$72,863</b>	<b>Total Uses</b>	<b>\$72,863</b>

**CONCLUSION**

Approve the quote from Dell Technologies in the amount of \$72,863 for 28 desktop computers, 33 laptop computers, and 4 printers with the necessary accessories.



**RESOLUTION NO.**

**RESOLUTION APPROVING THE PURCHASE OF COMPUTERS, PRINTERS AND EQUIPMENT FROM DELL TECHNOLOGIES**

**WHEREAS**, the City of River Falls and River Falls Public Library were successfully awarded a Flexible Facilities Program grant in October 2024; and

**WHEREAS**, the Flexible Facilities Program grant included \$150,236 for computing devices, accessories, and printers.

**WHEREAS**, the Library solicited and quotes with written specification from three vendors for desktops, laptops, and printers.

**WHEREAS**, the Library received quotes for 28 desktop computers, 33 laptop computers, and 4 printers from three vendors

**WHEREAS**, the lowest bid for all items is from Dell Technologies for a total of \$72,863.25

**NOW, THEREFORE, BE IT RESOLVED** that the River Falls Common Council authorizes the purchase of 28 desktop computers, 33 laptop computers, and 4 printers, with necessary equipment, from Dell Technologies, as part of the City's compliance with the Flexible Facilities Program grant requirements.

Dated this 24th day of February 2026

\_\_\_\_\_  
Dan Toland, Mayor

ATTEST:

\_\_\_\_\_  
Amy White, City Clerk



Your Dell Quote 3000199122700.5 | V5 - Library Refresh + Pro Micro Plus QBM1250 | Customer 530026713394 | RIVER FALLS PUBLIC LIBRARY

From Jeff.Rudolph@dell.com <Jeff.Rudolph@dell.com>  
Date Thu 2/12/2026 9:58 AM  
To Kim Kiiskinen <kkiiskinen@riverfallslibrary.org>  
Cc Jeff.Rudolph@dell.com <Jeff.Rudolph@dell.com>

**\*\* CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. **\*\***



## Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Feb. 26, 2026**.

You can download a copy of this quote during checkout.

### Place your order

<b>Quote Name:</b>	<b>V5 - Library Refresh + Pro Micro Plus QBM1250</b>	<b>Sales Rep</b>	Jeff Rudolph
		<b>Phone</b>	1(800) 4563355
		<b>Email</b>	Jeff.Rudolph@dell.com
<b>Quote No.</b>	<b>3000199122700.5</b>	<b>Billing To</b>	KIM KIISKINEN
<b>Total</b>	<b>\$72,863.25</b>		RIVER FALLS PUBLIC LIBRARY
<b>Customer #</b>	530026713394		140 UNION ST
<b>Quoted On</b>	Feb. 12, 2026		RIVER FALLS, WI
<b>Expires by</b>	Feb. 26, 2026		54022-3604
<b>Contract Name</b>	Dell NASPO Computer Equipment PA - Wisconsin		
<b>Contract Code</b>	C000001115013		
<b>Customer Agreement #</b>	23026 / 505ENT-O24-NASPOCOMPUT-03		
<b>Deal ID</b>	30642889		

**Message from your Sales Rep**

If you are ready to place your order, you can click the order now button. If you need to make any changes you can call me at 737-787-8313 or email me at Jeff.Rudolph@Dell.com. Thank you for your business.

Regards,  
Jeff Rudolph

**Additional Comments**

\*\*\*Please review the entire quote in detail to confirm it is correct and accurate before approving the purchase as we have a No Return policy on all orders placed using a Purchase Order and all server and storage orders. There is also a 15% restocking fee on all Laptops, Desktops, and Peripherals.\*\*\*

Product	Unit Price	Quantity	List Price	DOL	Subtotal
Dell Pro 24 All-in-One (65W) QC24250	\$1,213.00	5	\$2,548.32	52.40%	\$6,065.00
Dell Pro Micro QCM1255	\$797.63	6	\$1,608.12	50.40%	\$4,785.78
Dell Pro Micro Plus QBM1250	\$1,125.19	1	\$2,363.85	52.40%	\$1,125.19
Dell Pro 14 PC14255	\$921.15	2	\$1,842.30	50.0%	\$1,842.30
Dell Pro 16 PC16255	\$959.35	2	\$1,918.69	50.00%	\$1,918.70
Dell Pro 16 PC16255	\$959.35	22	\$1,918.69	50.00%	\$21,105.70
Dell Chromebook 11 (CC11260)	\$425.14	7	\$787.29	46.00%	\$2,975.98
Dell 27 All-in-One EC27250	\$1,698.23	16	\$1,768.99	4.00%	\$27,171.68
Xerox Versalink C415/DN Wired Color All-In-One Laser Printer with Fax	\$928.94	2	\$1,399.00	33.60%	\$1,857.88
Xerox 3 Additional Yr Svc; Extended On-Site Service For A Total Of 4 Yrs When Combined With Any 1 Yr Warranty During 1st	\$666.16	2	\$751.95	11.41%	\$1,332.32
Xerox Versalink B620/DN Wired Black & White Laser Printer	\$1,085.81	2	\$1,149.00	5.50%	\$2,171.62
Xerox 2 Additional Yr Svc; Extended On-Site Service For A Total Of 3 Yrs When Combined With Any 1 Yr Warranty During 1st 90 Days Of Product Ownership For The VersaLink B620	\$255.55	2	\$278.95	8.39%	\$511.10
<b>Subtotal:</b>					<b>\$72,863.25</b>
<b>Shipping:</b>					<b>\$0.00</b>
<b>Non-Taxable Amount:</b>					<b>\$72,863.25</b>
<b>Taxable Amount:</b>					<b>\$0.00</b>
<b>Estimated Tax:</b>					<b>\$0.00</b>
<b>Total:</b>					<b>\$72,863.25</b>

### Shipping Group Details

<b>Shipping To</b> KIM KIISKINEN RIVER FALLS PUBLIC LIBRARY 140 UNION ST RIVER FALLS, WI 54022-3604 (715) 425-0905	<b>Shipping Method</b> Standard Delivery
---	---

	<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>Dell Pro 24 All-in-One (65W) QC24250</b>	<b>\$1,213.00</b>	<b>5</b>	<b>\$6,065.00</b>
Estimated delivery if purchased today: Feb. 17, 2026 Contract # C000001115013 Customer Agreement # 23026 / 505ENT-O24-NASPOCOMPOT-03			

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 7 265 (13 TOPS NPU, 20 cores, up to 5.3GHz)	338-CRZM	-	5	-
Windows 11 Pro	619-BBQD	-	5	-
16 GB: 1 x 16 GB, DDR5, up to 5600 MT/s, non-ECC	370-BCWF	-	5	-
512GB SSD	400-BSWY	-	5	-
Thermal Pad, Screw and Rubber for SSD	412-ABEK	-	5	-
Integrated Graphics	490-BKSX	-	5	-
Screw for WLAN card	555-BIGS	-	5	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLWW	-	5	-
Wireless Driver, Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLXN	-	5	-
Dell Pro 24 All-in-One QC24250, 65W CPU, Touch, FHD HDR Camera, 160W Bronze	329-BKQD	-	5	-
Dell Wired Keyboard - KB216 - US English - Black	580-BCCR	-	5	-
Dell Wired Mouse - MS116	570-BBKP	-	5	-
Fixed Stand for Dell Pro 24 All-in-One 35W/65W, Dark Grey	575-BCNR	-	5	-
ENERGY STAR Qualified	387-BBLW	-	5	-
System Power Cord C13 (Philippine/TH/US)	450-AAOJ	-	5	-
Documentation	340-DNBV	-	5	-
Watch Dog SRV	379-BFYR	-	5	-
Quick Start Guide	340-DTTS	-	5	-
US Reese coin battery Package Warning label	389-FKHZ	-	5	-
Print on Demand Label	389-BDQH	-	5	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	5	-
DAO factory Information	340-DFWR	-	5	-
Package for Fixed/ HAS/ no stand (DAO)	340-DTJG	-	5	-
Shipping Label	389-BBUU	-	5	-
Regulatory Label, 160W Bronze, FSJ	389-FJSZ	-	5	-

Intel IRST Driver	658-BFVF	-	5	-
Intel Core Ultra 7 Processor Label	389-FGBC	-	5	-
Desktop BTS/BTP Shipment	800-BBIP	-	5	-
Touch Panel	391-BJWB	-	5	-
Dell Pro 24 All-in-One QC24250 65W [OPACS 24"/U7/16/512/3yr/T]	210-BPNS	-	5	-
EPEAT Silver with Climate+	379-BDTO	-	5	-
No vPro support	631-BCCL	-	5	-
Fixed Hardware Configuration	998-HWVY	-	5	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	5	-
No Option Included	340-ACQQ	-	5	-
Dell Limited Hardware Warranty Plus Service	716-2804	-	5	-
Onsite Service After Remote Diagnosis 3 Years	716-2810	-	5	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	5	-
Dell Pro 24 All-in-One (65W) QC24250	658-BFVX	-	5	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>\$797.63</b>	<b>6</b>	<b>\$4,785.78</b>

**Dell Pro Micro QCM1255**

Estimated delivery if purchased today:

Feb. 25, 2026

Contract # C000001115013

Customer Agreement # 23026 / 505ENT-O24-NASPOCOMPUT-03

<b>Description</b>	<b>SKU</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
AMD Ryzen(TM) 5 8500GE (6 cores, up to 5.0GHz)	338-CSMG	-	6	-
Windows 11 Pro	619-BBQD	-	6	-
16 GB: 1 x 16 GB, DDR5, up to 4800 MT/s, non-ECC	370-BCXQ	-	6	-
512GB SSD	400-BSWY	-	6	-
Internal WiFi Antenna	555-BLWT	-	6	-
MediaTek Wi-Fi 6 MT7920, 2x2, 802.11ax, MU-MIMO, Bluetooth(R) wireless card	555-BLWY	-	6	-
Wireless Driver, MediaTek Wi-Fi 6 MT7920, 2x2, 802.11ax, MU-MIMO, Bluetooth(R)	555-BMJS	-	6	-
Micro Chassis (L5.5 DAO)	321-BLVL	-	6	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	6	-
Mouse included with Keyboard	570-AADI	-	6	-
ENERGY STAR Qualified	387-BBLW	-	6	-
US Power Cord	450-AAZN	-	6	-
Documentation	340-DNBV	-	6	-
Quick Start Guide	340-DVQL	-	6	-
US/Canada Battery Warning Label	389-FKHG	-	6	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	6	-
Shipping Material, MPP Cushion	340-DTXM	-	6	-
Shipping Label	389-BBUU	-	6	-
Regulatory Label for 90W Adapter	389-FKYJ	-	6	-

Desktop BTO Standard shipment	800-BBIO	-	6	-
Dell Pro Micro QCM1255 [Behind TVs / Director desktop R5/16/512/3yr]	210-BQNB	-	6	-
EPEAT Gold with Climate+	379-BDZB	-	6	-
Custom Configuration	817-BBBB	-	6	-
1st M.2 2230 SSD Extend Bracket & Screw	575-BCRQ	-	6	-
90 Watt A/C Adapter	450-ALFO	-	6	-
Internal Speaker	520-BBGY	-	6	-
No Additional Video Ports	492-BCKH	-	6	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	6	-
Dell Limited Hardware Warranty Plus Service	717-3812	-	6	-
Onsite Service After Remote Diagnosis 3 Years	717-3818	-	6	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	6	-
Dell Additional SW -Dell Pro Desktop	658-BFVD	-	6	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
\$1,125.19	1	\$1,125.19

**Dell Pro Micro Plus QBM1250**  
 Estimated delivery if purchased today:  
 Feb. 17, 2026  
 Contract # C000001115013  
 Customer Agreement # 23026 / 505ENT-O24-  
 NASPOCOMPUT-03

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 7 265 (13 TOPS NPU, 20 cores, up to 5.3GHz)	338-CRZM	-	1	-
Windows 11 Pro	619-BBQD	-	1	-
16 GB: 1 x 16 GB, DDR5, up to 5600 MT/s, non-ECC	370-BCWF	-	1	-
512GB SSD TLC	400-BSWX	-	1	-
Internal WiFi Antenna	555-BLWT	-	1	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLWW	-	1	-
Wireless Driver, Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLZP	-	1	-
Dell Pro Micro Plus with 65W Processor	329-BKRQ	-	1	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
US Power Cord	450-AAZN	-	1	-
Documentation	340-DNBV	-	1	-
Watch Dog SRV	379-BFYR	-	1	-
Quick Start Guide	340-DTSX	-	1	-
US/Canada Battery Warning Label	389-FKHG	-	1	-
Print on Demand Label	389-BDQH	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material, MPP Cushion	340-DTXM	-	1	-
Shipping Label	389-BBUU	-	1	-

Regulatory Label for 180W Adapter	389-FKNY	-	1	-
Driver/APP for IRST	658-BFTS	-	1	-
Intel Core Ultra 7 Processor Label	389-FGBC	-	1	-
Desktop BTS/BTP Shipment	800-BBIP	-	1	-
Dell Pro Micro Plus QBM1250	210-BPPX	-	1	-
No vPro(R) support	631-BCCN	-	1	-
EPEAT Gold with Climate+	379-BDZB	-	1	-
Fixed Hardware Configuration	998-HLVW	-	1	-
1st M.2 2230 SSD Extend Bracket & Screw	575-BCRQ	-	1	-
Internal Speaker	520-BBGY	-	1	-
No Additional Video Ports	492-BCKH	-	1	-
180 Watt A/C Adapter, TCO Compliant	450-BDXJ	-	1	-
NO RAID	817-BBBN	-	1	-
No Option Included	340-ACQQ	-	1	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	1	-
Onsite/In-Home Service After Remote Diagnosis, 3 Years	717-0455	-	1	-
Dell Limited Hardware Warranty Plus Service	717-0497	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	1	-
Dell Pro Micro Plus QBM1250	658-BFWF	-	1	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>\$921.15</b>	<b>2</b>	<b>\$1,842.30</b>

**Dell Pro 14 PC14255**  
 Estimated delivery if purchased today:  
 Feb. 27, 2026  
 Contract # C000001115013  
 Customer Agreement # 23026 / 505ENT-O24-  
 NASPOCOMPUT-03

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 14 XCTO Base [Staff Laptops 14"/16/512/3yr/T]	210-BRFS	-	2	-
AMD Ryzen(TM) 5 PRO 220 Processor (22 MB cache, 6 cores, 12 threads, up to 4.9 GHz)	338-CSVM	-	2	-
Windows 11 Pro	619-BBQD	-	2	-
Magnetite color, textured finish	321-BLXB	-	2	-
16 GB: 1 x 16 GB, DDR5, 5600 MT/s	370-BCZY	-	2	-
AMD Ryzen(TM) 5 PRO 220 Processor with AMD Radeon(TM) 740M graphics	338-CSLN	-	2	-
512 GB SSD	400-BSKR	-	2	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	2	-
14", Touch, FHD+, IPS, 400 nits, 100% sRGB, Anti-Glare, FHD+IR Cam	391-BKQB	-	2	-
No Fingerprint Reader	346-BLYP	-	2	-
FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBKH	-	2	-
English US backlit Copilot key keyboard, 79-key	583-BMLQ	-	2	-
MT7922 WLAN Driver	555-BMKX	-	2	-

MediaTek Wi-Fi 6E MT7922, 2x2, 802.11ax, MU-MIMO, Bluetooth(R) wireless card	555-BMFT	-	2	-
3-cell, 45 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKT	-	2	-
65W AC adapter, USB Type-C	492-BDTG	-	2	-
E4 Power Cord 1M for US	537-BBDO	-	2	-
Quick Start Guide	340-DVTL	-	2	-
Documentation	340-DNBV	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
Custom Configuration	817-BBBB	-	2	-
Mix Model, 65W, Type-C Adapter	340-DVZG	-	2	-
EPEAT Gold with Climate+	379-BDZB	-	2	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	714-0169	-	2	-
Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	714-0179	-	2	-
Dell Limited Hardware Warranty	714-0313	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	2	-
Dell Additional SW - Dell Pro Laptop	658-BFWZ	-	2	-
CrowdStrike Endpoint Protection Pro w Essential Support 1yr	634-CCLG	-	2	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>\$959.35</b>	<b>2</b>	<b>\$1,918.70</b>

**Dell Pro 16 PC16255**  
 Estimated delivery if purchased today:  
 Feb. 27, 2026  
 Contract # C000001115013  
 Customer Agreement # 23026 / 505ENT-O24-NASPOCOMPOT-03

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 16 XCTO Base [Staff Laptops 16" R7/16/512/3yr/T]	210-BQPD	-	2	-
AMD Ryzen(TM) 7 PRO 250 Processor (24 MB cache, 8 cores, 16 threads, up to 5.1 GHz, 16 TOPS NPU)	338-CTXW	-	2	-
Windows 11 Pro	619-BBQD	-	2	-
Magnetite color, textured finish	321-BLVM	-	2	-
16 GB: 1 x 16 GB, DDR5, 5600 MT/s	370-BCZY	-	2	-
AMD Ryzen(TM) 7 PRO 250 Processor (24 MB cache, 8 cores, 16 threads, up to 5.1 GHz)	338-CTWJ	-	2	-
512 GB SSD	400-BSKR	-	2	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	2	-
16", Touch, FHD+ 1920 x 1200, 60Hz, IPS, Anti-Glare, 300 nit, 45% NTSC, FHD+IR Cam	391-BJYN	-	2	-
No Fingerprint Reader	346-BLQY	-	2	-
FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBKH	-	2	-
English US backlit Copilot key keyboard with numeric keypad	583-BMQF	-	2	-

MT7922 WLAN Driver	555-BMGY	-	2	-
MediaTek Wi-Fi 6E MT7922, 2x2, 802.11ax, MU-MIMO, Bluetooth(R) wireless card	555-BMFT	-	2	-
3-cell, 45 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKT	-	2	-
65W AC adapter, USB Type-C	492-BDTG	-	2	-
E4 Power Cord 1M for US	537-BBDO	-	2	-
Quick Start Guide	340-DVJB	-	2	-
Documentation	340-DNBV	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
Custom Configuration	817-BBBB	-	2	-
Dell Pro 16 AMD Mix Model Type-C	340-DVJC	-	2	-
EPEAT Gold with Climate+	379-BDZB	-	2	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	714-0169	-	2	-
Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	714-0179	-	2	-
Dell Limited Hardware Warranty	714-0313	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	2	-
Dell Additional SW - Dell Pro Laptop	658-BFWZ	-	2	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>\$959.35</b>	<b>22</b>	<b>\$21,105.70</b>

**Dell Pro 16 PC16255**  
 Estimated delivery if purchased today:  
 Mar. 03, 2026  
 Contract # C000001115013  
 Customer Agreement # 23026 / 505ENT-O24-NASPOCOMPUT-03

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 16 XCTO Base [Laptop Lab   LL Laptops 16"/R7/16/512/3yr/T]	210-BQPD	-	22	-
AMD Ryzen(TM) 7 PRO 250 Processor (24 MB cache, 8 cores, 16 threads, up to 5.1 GHz, 16 TOPS NPU)	338-CTXW	-	22	-
Windows 11 Pro	619-BBQD	-	22	-
Magnetite color, textured finish	321-BLVM	-	22	-
16 GB: 1 x 16 GB, DDR5, 5600 MT/s	370-BCZY	-	22	-
AMD Ryzen(TM) 7 PRO 250 Processor (24 MB cache, 8 cores, 16 threads, up to 5.1 GHz)	338-CTWJ	-	22	-
512 GB SSD	400-BSKR	-	22	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	22	-
16", Touch, FHD+ 1920 x 1200, 60Hz, IPS, Anti-Glare, 300 nit, 45% NTSC, FHD+IR Cam	391-BJYN	-	22	-
No Fingerprint Reader	346-BLQY	-	22	-
FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBKH	-	22	-
English US backlit Copilot key keyboard with numeric keypad	583-BMQF	-	22	-

MT7922 WLAN Driver	555-BMGY	-	22	-
MediaTek Wi-Fi 6E MT7922, 2x2, 802.11ax, MU-MIMO, Bluetooth(R) wireless card	555-BMFT	-	22	-
3-cell, 45 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKT	-	22	-
65W AC adapter, USB Type-C	492-BDTG	-	22	-
E4 Power Cord 1M for US	537-BBDO	-	22	-
Quick Start Guide	340-DVJB	-	22	-
Documentation	340-DNBV	-	22	-
ENERGY STAR Qualified	387-BBLW	-	22	-
Custom Configuration	817-BBBB	-	22	-
Dell Pro 16 AMD Mix Model Type-C	340-DVJC	-	22	-
EPEAT Gold with Climate+	379-BDZB	-	22	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	714-0169	-	22	-
Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	714-0179	-	22	-
Dell Limited Hardware Warranty	714-0313	-	22	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	22	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	22	-
Dell Additional SW - Dell Pro Laptop	658-BFWZ	-	22	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>\$425.14</b>	<b>7</b>	<b>\$2,975.98</b>

**Dell Chromebook 11 (CC11260)**  
 Estimated delivery if purchased today:  
 Feb. 17, 2026  
 Contract # C000001115013  
 Customer Agreement # 23026 / 505ENT-O24-NASPOCOMPUT-03

Description	SKU	Unit Price	Quantity	Subtotal
Dell Chromebook 11 CC11260 [Laptops 11"/N150/8/64/3yr/T]	210-BSQY	-	7	-
Intel(R) Processor N150 (6 MB cache, 4 cores, 4 threads, up to 3.60 GHz, 6W), 8GB, 64GB, 2 USBC	338-CTMG	-	7	-
8GB 4800MT/s LPDDR5 Non-ECC	370-BCDV	-	7	-
64GB eMMC Hard Drive	400-BNIB	-	7	-
ChromeOS	634-BUOO	-	7	-
Laptop, 11.6", Touch, HD (1366x768) TN, Anti-Glare, Dual Mic, HD Camera, WLAN	391-BKGH	-	7	-
English US non-backlit keyboard	583-BNKS	-	7	-
Intel Wi-Fi 6E (6 where 6E unavailable) AX211 + Bluetooth	555-BJNJ	-	7	-
3-cell, 45 Wh	451-BDNJ	-	7	-
65W AC adapter, USB Type-C	492-BDTG	-	7	-
Palmrest, 2 USB C, Clamshell	346-BMKS	-	7	-
E4 Power Cord 1M for US	450-AMEI	-	7	-
Quickstart Guide	340-DXQH	-	7	-
Documentation	340-DNBV	-	7	-

Fixed Hardware Configuration	998-HVCW	-	7	-
Laptop, TNR Camera, 2 USBC, Touch	389-FPCV	-	7	-
Min Packaging, 65W, Dell Chromenbook 11 CC11260	340-DXYK	-	7	-
Intel(R) Processor N150 CPU Label	389-FNWH	-	7	-
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	7	-
Bottom Door, Wlan, Clamshell	321-BMGJ	-	7	-
Retail,Onsite/In-Home Service After Remote Diagnosis, 1 Year	722-5219	-	7	-
Retail,Onsite/In-Home Service After Remote Diagnosis, 2 Years Extended	722-5221	-	7	-
Dell Limited Hardware Warranty Initial Year	722-5224	-	7	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	7	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>\$1,698.23</b>	<b>16</b>	<b>\$27,171.68</b>

**Dell 27 All-in-One EC27250**

Estimated delivery if purchased today:  
 Feb. 17, 2026  
 Contract # C000001115013  
 Customer Agreement # 23026 / 505ENT-O24-  
 NASPOCOMPUT-03

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) 7 processor 150U (12MB cache, 10 cores, 12 threads, up to 5.4 GHz)	338-CRSQ	-	16	-
Windows 11 Pro	619-BBQD	-	16	-
NVIDIA(R) GeForce(R) MX570A with 2GB GDDR6 graphics memory	490-BKfV	-	16	-
16 GB, 1 x 16 GB, DDR5, 5200 MT/s	370-BDFN	-	16	-
1TB M.2 PCIe NVMe Solid State Drive	400-BSMJ	-	16	-
White IR Web Camera	319-BBGU	-	16	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BHGR	-	16	-
Dell Pro Keyboard and Mouse - KM5221W - US English - White	580-BCCB	-	16	-
Mouse Included	570-ABNJ	-	16	-
27-inch FHD (1920 x 1080) Narrow Border Infinity Touch Display with Wide Viewing Angle	391-BJSQ	-	16	-
System Driver for Windows	631-BCCY	-	16	-
Regulatory Label	389-FKDJ	-	16	-
Fixed Hardware Configuration	998-HJXM	-	16	-
Dell 27 All-in-One EC27250	210-BPFS	-	16	-
Triangle Stand	452-BDZP	-	16	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	16	-
Print on Demand Label	389-BLKP	-	16	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) Wireless Driver	555-BMBG	-	16	-
Intel(R) Core(TM) 7 Label	389-FHKH	-	16	-
Documentation, English/French Digital w/ QR Code	340-DTWH	-	16	-

White	321-BJPN	-	16	-
Shipping Material	340-DTWF	-	16	-
130 Watt AC Adapter	450-ALNX	-	16	-
US Power Cord	470-AACI	-	16	-
Mail In Service 12 Months	709-BHCB	-	16	-
Basic Onsite Service Extension, 24 Month(s)	199-BZTH	-	16	-
Basic Onsite Service Initial, 12 Month(s)	199-BZTJ	-	16	-
Information Only - Subscription Service NOT Selected, 12 Month(s)	883-BBQR	-	16	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	16	-
Additional Software	658-BFTP	-	16	-
McAfee Business Protection 1-year	634-CHLW	-	16	-
McAfee+ Premium 30-day trial	658-BCCO	-	16	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
\$928.94	2	\$1,857.88

**Xerox Versalink C415/DN Wired Color All-In-One Laser Printer with Fax**

Estimated delivery if purchased today:  
 Feb. 18, 2026  
 Contract # C000001115013  
 Customer Agreement # 23026 / 505ENT-O24-NASPOCOMPUT-03

Description	SKU	Unit Price	Quantity	Subtotal
Xerox Versalink C415/DN Wired Color All-In-One Laser Printer with Fax	AC642963	-	2	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
\$666.16	2	\$1,332.32

**Xerox 3 Additional Yr Svc; Extended On-Site Service For A Total Of 4 Yrs When Combined With Any 1 Yr Warranty During 1st**

Estimated delivery if purchased today:  
 Mar. 03, 2026  
 Contract # C000001115013  
 Customer Agreement # 23026 / 505ENT-O24-NASPOCOMPUT-03

Description	SKU	Unit Price	Quantity	Subtotal
Xerox 3 Additional Yr Svc; Extended On-Site Service For A Total Of 4 Yrs When Combined With Any 1 Yr Warranty During 1st	AC642968	-	2	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
\$1,085.81	2	\$2,171.62

**Xerox Versalink B620/DN Wired Black & White Laser Printer**

Estimated delivery if purchased today:  
 Feb. 18, 2026  
 Contract # C000001115013  
 Customer Agreement # 23026 / 505ENT-O24-NASPOCOMPUT-03

Description	SKU	Unit Price	Quantity	Subtotal
Xerox Versalink B620/DN Wired Black & White Laser Printer	AC954055	-	2	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
-------------------	-----------------	-----------------

**Xerox 2 Additional Yr Svc; Extended On-Site Service For A Total Of 3 Yrs When Combined With Any 1 Yr Warranty During 1st 90 Days Of Product Ownership For The VersaLink B620** **\$255.55**    **2**    **\$511.10**  
 Estimated delivery if purchased today:  
 Mar. 03, 2026  
 Contract # C000001115013  
 Customer Agreement # 23026 / 505ENT-O24-NASPOCOMPUT-03

Description	SKU	Unit Price	Quantity	Subtotal
Xerox 2 Additional Yr Svc; Extended On-Site Service For A Total Of 3 Yrs When Combined With Any 1 Yr Warranty During 1st 90 Days Of Product Ownership For The VersaLink B620	AC950136	-	2	-

**Subtotal:** \$72,863.25  
**Shipping:** \$0.00  
**Estimated Tax:** \$0.00

---

**Total:** \$72,863.25

CONNECT WITH DELL: 

BROWSE MORE OPTIONS:

-  IT Transformation
-  Laptops
-  Desktops
-  Servers & Storage
-  2-in-1's
-  Electronics & Accessories
-  Financing Options
-  Dell Services
-  Dell Support
-  Subscription Center
-  Events
-  Dell Premier

**Important Notes**

**Terms of Sale**

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax\_Department@dell.com or ARSalesTax@emc.com, as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or