



**COMMON COUNCIL AGENDA
March 10, 2026**

The public may view/listen to the meeting by:

- Calling Toll Free 1-844-992-4726, access code: 2634 284 2088
- Visiting the web link: <https://tinyurl.com/RFCC031026>
- 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 24, 2026 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).

PUBLIC HEARING

2. Storm Water Permit – 2025 Annual Report
Resolution Authorizing Content of the 2025 Annual Municipal Storm Sewer System Report
3. Second Reading and Disposition: Ordinance 2026-07 An Ordinance Creating Chapter 10.20 Regulating Bicycle Use on Sidewalks in the Downtown Area
4. Second Reading and Disposition: Ordinance 2026-08 An Ordinance Amending the Towing of Parked Vehicles Section of the Parking Control Map
5. Second Reading and Disposition: Ordinance 2026-09 An Ordinance Creating Chapter 10.22 Regulating the Operation of All-Terrain Vehicle, Utility Terrain Vehicles, and Off-Highway Motorcycles
6. Second Reading and Disposition: 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

7. Resolution Awarding Bid for 2026 Mill and Overlay Program
8. Resolution Approving Development Agreement with JPB Land, LLC

ANNOUNCEMENT

9. Mayor's Appointments

REPORTS

10. Comptroller Report
11. Administrator's Report
12. Mayor's Good News Report

CLOSED SESSION:

13. Recess into Closed Session per Wisconsin State Statutes § 19.85(1)(c) for the following purposes:
"considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility, to wit: City Administrator".

RECONVENE INTO OPEN SESSION:

14. Act on Closed Session Items if necessary

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 02/27/26; Publish: The Pierce County Journal: 03/05/26 Website: 03/05/26



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

February 24, 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; Police Chief Gordon Young; Utility Director Kevin Westhuis; Chief of Staff Jennifer Smith; Senior Planner Harley Mehlhorn; Assistant Director of Community Development Emily Shivley; City Engineer Todd Nickleski; Police Sergeant Denton Anderson; IT Specialist Jonathan Thoen

The pledge of allegiance was said.

APPROVAL OF MINUTES:

February 10, 2026 meeting minutes

MSC Morrissette/Bjork to approve the minutes. Unanimous.

APPROVAL OF BILLS:

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

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:

Dana Linscott – Linscott expressed his concerns with transparency and closed session minutes.

William Hansen – Hansen talked about data centers and the potential cost to ratepayers and taxpayers.

Jeff Bjork – Bjork spoke to the passing of Roger Delong who is a former employee of the River Falls Municipal Utility, serving 40+ years.

PUBLIC HEARING:

At 6:37 p.m., the mayor recessed into a Public Hearing for the second reading and disposition on Ordinance 2026-01 An Ordinance Amending Title 17 Zoning, Chapters 17.04 and 17.08 (accessory Dwelling Units). Mayor Toland asked if anyone had comments about the proposed ordinances. With no questions, Mayor Toland moved back into Open Session at 6:39 p.m.

MS Morrissette/Page to approve the Ordinance

Administrator Simpson provided a process clarification for approving ordinances for this meeting. Councilmember Downing asked for the timeline of how the ordinance update requests were created. Administrator Simpson indicated the Comprehensive Plan was approved by Council in March 2023 and an implementation plan was started shortly after. Councilmember Bjork indicated he is not in favor of the proposed amendments as he believes the proposed amendment changes should go back to Plan Commission. He believes allowing the amendments will change the character and image of the City. Councilmember Odeen indicated the proposed amendment were reviewed by Plan Commission. She said the Council does have a responsibility to consider how our zoning law affects housing costs. High cost of the housing is a barrier for those who want to live in River Falls. The proposed amendments do not prohibit a property owner from building what they want, it just makes the standards clearer.

Motion carried 6-1 with Bjork voting in opposition.

At 6:41 p.m., the mayor recessed into a Public Hearing for the second reading and disposition on 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). Mayor Toland asked if anyone had comments about the proposed ordinances. With no questions, Mayor Toland moved back into Open Session at 6:43 p.m.

Councilmember Morrisette indicated he still does not agree with the lot size changes. Councilmember Bjork believes a public forum should have been available to review the proposed changes.

MS Odeen/Carow to approve the Ordinance. Motion carried 6-2 with Bjork and Morrisette voting in opposition.

At 6:46 p.m., the mayor recessed into a Public Hearing for the second reading and disposition on 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). Mayor Toland asked if anyone had comments about the proposed ordinances. With no questions, Mayor Toland moved back into Open Session at 6:46 p.m.

MS Bjerstedt/Page to approve the Ordinance. Motion carried 6-1 with Bjork voting in opposition.

At 6:46 p.m., the mayor recessed into a Public Hearing for the second reading and disposition on Ordinance 2026-04 An Ordinance Amending Title 17 Zoning, Chapters 17.08.020 (Driveway Width). Mayor Toland asked if anyone had comments about the proposed ordinances. With no questions, Mayor Toland moved back into Open Session at 6:47 p.m.

MSC Morrisette/Page to table the Ordinance. Unanimous.

At 6:47 p.m., the mayor recessed into a Public Hearing for the second reading and disposition on 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). Mayor Toland asked if anyone had comments about the proposed ordinances. With no questions, Mayor Toland moved back into Open Session at 6:48 p.m.

MS Downing/Carow to approve the Ordinance. Motion carried 6-1 with Bjork voting in opposition.

At 6:48 p.m., the mayor recessed into a Public Hearing for the second reading and disposition on Ordinance 2026-06 An Ordinance Amending Title 17 Zoning, Chapters 17.04 and 17.08 (Shade Structures). Mayor Toland asked if anyone had comments about the proposed ordinances. With no questions, Mayor Toland moved back into Open Session at 6:49 p.m.

MS Odeen/Morrisette to approve the Ordinance. Motion carried 6-1 with Bjork voting in opposition.

At 6:49 p.m., the mayor recessed into a Public Hearing for the first reading on Ordinance 2026-07 An Ordinance Creating Chapter 10.20 Regulating Bicycle Use on Sidewalks in the Downtown Area. Mayor Toland asked if anyone had comments about the proposed ordinances. With no questions, Mayor Toland moved back into Open Session at 6:49 p.m.

At 6:50 p.m., the mayor recessed into a Public Hearing for the first reading on Ordinance 2026-08 An Ordinance Amending the Towing of Parked Vehicles Section of the Parking Control Map. Mayor Toland asked if anyone had comments about the proposed ordinances. With no questions, Mayor Toland moved back into Open Session at 6:51 p.m.

At 6:52 p.m., the mayor recessed into a Public Hearing for the first reading on Ordinance 2026-09 An Ordinance Creating Chapter 10.22 Regulating the Operation of All-Terrain Vehicle, Utility Terrain Vehicles, and Off-Highway Motorcycles. Mayor Toland asked if anyone had comments about the proposed ordinances. With no questions, Mayor Toland moved back into Open Session at 6:53 p.m.

Councilmember Page asked for a review of the exception language. He would like to see consideration for personal use on one's own property. He used the example of clearing yard waste.

At 6:56 p.m., the mayor recessed into a Public Hearing for the first reading on Ordinance 2026-10 Rezoning Property at the Southwest Corner of St. Croix and Summit Streets from I-1 Industrial to B-3 Highway Commercial. Mayor Toland asked if anyone had comments about the proposed ordinances. With no questions, Mayor Toland moved back into Open Session at 6:57 p.m.

CONSENT AGENDA:

Acknowledgement of the following minutes: Plan Commission – 1/06/26; Parks and Recreation Advisory Board – 01/21/26; Utility Advisory Board – 10/20/25

Resolution No. 7051 Awarding the Gain Park Swinging Bridget Rehabilitation Design to Olson and Nesvold Associates, PSC.

Resolution No. 7052 Awarding the Traffic Signal System Study Contract to MSA Professional Services, Inc.

Resolution No. 7053 Approving the Purchase of a Bandit 18XP Wood Chipper from Brooks Tractor

Resolution No. 7054 Approving the Planned Unit Development (PUD) Specific Implementation Plan (SIP) for a 45-Unit Single-and Two-Family Development (Wildflower Meadows)

Resolution No. 7055 Approving the Final Plat for Wildflower Meadows Subdivision

Resolution Approving Development Agreement with Stellerie Bop, LLC→→**pulled by Bjork**

Resolution Approving Purchase Agreement with Stellerie Bop, LLC→→**pulled by Bjork**

Resolution No. 7056 Approving Temporary No Parking Designation on Elm Street and Second Street Due to Fire Station Build/Renovation Project

Resolution No 7057 Approving the Purchase of Computers, Printers and Equipment from Dell Technologies for the Library.

MSC Odeen/Bjerkstedt to approve the remaining Consent Agenda. Unanimous.

Councilmember Bjork indicated he pulled the items on behalf of Councilmember Morrissette who will need to abstain.

Resolution No. 7058 Approving Development Agreement with Stellerie Bop, LLC

MS Odeen/Bjork to approve the Ordinance. Motion carried with Morrissette abstaining from the vote.

Resolution No. 7059 Approving Purchase Agreement with Stellerie Bop, LLC

MS Odeen/Bjork to approve the Ordinance. Motion carried with Morrissette abstaining from the vote.

REPORTS

Administrator's Report

Administrator Simpson reminded everyone about the State of the City.

Mayor's Good News Report

Mayor Toland spoke about the State of the City. He talked about the Fire Station renovations and showed the award from the Chamber of Commerce recognizing the City as a Chamber Champion for 2026.

MSC Bjerstedt/Morrisette move to adjourn at 7:01 p.m. Unanimous.

Respectfully submitted,

Amy White, Community Services Director/City Clerk



MEMORANDUM

TO: Mayor Toland and City Council

FROM: Tyler Galde, Planning & Engineering Technician

DATE: March 10, 2026

TITLE: **RESOLUTION APPROVING 2025 ANNUAL REPORT FOR THE CITY OF RIVER FALLS, WPDES MS4 GENERAL PERMIT**

RECOMMENDED ACTION

Adopt a resolution approving the 2025 annual report for the City of River Falls, Wisconsin, Pollutant Discharge Elimination System (WPDES) Municipal Separate Storm Sewer System (MS4) general permit.

BACKGROUND

Storm water can cause water quality and water quantity impacts on surface waters if not properly managed. As a result, the US Environmental Protection Agency (EPA) requires municipalities such as River Falls to obtain permit coverage and operate stormwater management systems to mitigate these concerns. The EPA delegated responsibility to the State of Wisconsin to issue permits that comply with Federal Standards. The City was initially permitted on October 1, 2006. The previous five-year permit expired in April 2024, and The City applied for renewal. The City has continued coverage under the 2019 permit until receipt of the renewed permit from the Wisconsin DNR.

DISCUSSION

There are five primary compliance obligations associated with our WPDES MS4 Permit:

1. Submit an annual report outlining documenting compliance with permit conditions. This includes holding an annual meeting where the municipal governing body, interest groups and the general public are given an opportunity to comment on the annual report prior to submittal to the WDNR. This public meeting satisfies this requirement.
2. Develop and implement a stormwater infrastructure inspection program. We inspect every manhole and catch basin once every five years on a rotating basis. This provides numerous benefits, including the ability to discover and track illicit discharges (containing other than storm water), discover private connections to our system, and plan repair and maintenance work. The goal is to continue to inspect 20 percent of the system each year.
3. Public education and outreach. The City provides the community with educational opportunities as they arise. The City is currently maintaining our Adopt-A-Pond program with an estimated 84 ponds total. River Falls is a member of Rain to Rivers of Western Wisconsin which is a coalition of MS4 permitted municipalities who work together and leverage DNR funds to fulfill education and outreach requirements.

4. Review internal practices to ensure daily operations do not negatively impact stormwater. This includes reporting on winter road maintenance, street sweeping, fleet vehicle maintenance, and creating storm water pollution prevention plans for our public works maintenance facility and yard waste residual sites. The City also enforces a comprehensive storm water management ordinance that requires erosion control and storm water management permits for many types of development.
5. Due to the St. Croix River/Lake St. Croix phosphorus impairment, The City must meet a Total Maximum Daily Load for discharging phosphorus. We are under a phased compliance approach and are meeting the current phase.

FINANCIAL CONSIDERATIONS

The stormwater program is funded by the stormwater utility, which was implemented in 1997 and underwent a rate increase in 2006. Staff will study the scope and scale of future stormwater projects in an effort to maintain fiscal responsibility. These projects include those related to TMDL management, regional flooding issues, climate change, and assessing the need to provide more frequent maintenance to older stormwater management facilities.

CONCLUSION

Attached is a resolution approving the 2025 Annual Report. The final 2025 report is not yet available but attached is the Draft 2025 MS4 Annual Report for your review. Staff will submit the draft report upon approval. Staff recommends approval of the 2025 Annual Report.



RESOLUTION NO.

**RESOLUTION APPROVING 2025 ANNUAL REPORT FOR THE
CITY OF RIVER FALLS, WPDES MS4 GENERAL PERMIT**

WHEREAS, the City of River Falls received notice on March 7, 2006, that it is required to apply for a Municipal Separate Storm Sewer System (MS4) General Permit; and

WHEREAS, the City of River Falls applied for and was authorized permit coverage effective October 1, 2006; and

WHEREAS, permit coverage was revised and renewed on May 1, 2014, and May 1, 2019; and

WHEREAS, the City has coverage under the 2019 permit until receipt of the renewed 2024 permit from Wisconsin Department of Natural Resources (WDNR); and

WHEREAS, an annual report is required under the permit coverage; and

WHEREAS, the Common Council of the City of River Falls has reviewed the content of the 2025 Annual report;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby approves the 2025 Annual Report for the City of River Falls, WPDES MS4 General Permit.

Dated this 10th day of March, 2026.

Dan Toland, Mayor

ATTEST:

Amy White, City Clerk

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

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Form 3400-224(R8/2021)

Reporting Information :

Will you be completing the Annual Report or other submittal type? Annual Report Other

Project Name: 2025 Annual Report

County: Pierce

Municipality: River Falls, City

Permit Number: S050075

Facility Number: 31431

Reporting Year: 2025

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? Yes No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment

- TMDL Attachment
 - Storm Water Consortium/Group Report
 - Municipal Cooperation Attachment
 - Other Annual Report Attachment
- Attach the following permit compliance documents as appropriate using the attachments tab above
- Storm Water Management Program
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
 - Total Maximum Daily Load documents *(*If applicable, see permit for due dates.)*
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map *(S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022)*
 - Fecal Coliform Source Elimination Plan *(S050075-03 general permittees Appendix B - document due to the department by October 31, 2023)*
- Sign and Submit form

Municipal Contact Information- Has Missing Items

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality River Falls, City

Facility ID # or (FIN): 31431

Updated Information: Check to update mailing address information

Mailing Address: 222 Lewis Street

Mailing Address 2:

City: River Falls, City

State: WI

Zip Code: 54022 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

First Name: Todd

Last Name: Nickleski

Select to **update** current contact information

Title: City Engineer

Mailing Address: 222 Lewis St

Mailing Address 2:

City: River Falls

State: WI

Zip Code: 54022 xxxxx or xxxxx-xxxx

Phone Number: 715-426-3409 Ext: xxx-xxx-xxxx

Email: tnickleski@rfcity.org

Additional Contacts Information (Optional)

I&E Program

**Individual with responsibility for:
(Check all that apply)**

- IDDE Program
- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

First Name: Tyler

Last Name: Galde

Title: Engineering Tech

Mailing Address: 222 Lewis St

Mailing Address 2:

City: River Falls

State: WI

Zip Code: 54022 xxxxx or xxxxx-xxxx

Phone Number: 715-426-3424 Ext: xxx-xxx-xxxx

Email: tgalde@rfcity.org

**Individual with responsibility for:
(Check all that apply)**

- I&E Program
- IDDE Program
- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

First Name: Erica

Last Name: Ellefson

Title: Public Works Manager

Mailing Address: 222 Lewis St

Mailing Address 2:

City: River Falls

State: WI

Zip Code: 54022 xxxxx or xxxxx-xxxx

Phone Number: 715-426-3406 Ext: xxx-xxx-xxxx

Email: eellefson@rfcity.org

- I&E Program

**Individual with responsibility for:
(Check all that apply)**

- IDDE Program
- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

First Name:

Last Name:

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code: xxxxx or xxxxx-xxxx

Phone Number: Ext: xxx-xxx-xxxx

Email:

Municipal Billing Contact Person (Authorized Representative for MS4 Permit)

Select to **create new** Billing contact

First Name:

Last Name:

Select to **update** current contact information

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code: xxxxx or xxxxx-xxxx

Phone Number: Ext: xxx-xxx-xxxx

Email:

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

- Yes No

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

- Yes No

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

- a. Does MS4 conduct any educational efforts or events independently (not with a group) Yes
 No
- b. How many total educational events were held during the reporting year:
- c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive? Yes No
- d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	Passive Mechanisms
<input checked="" type="checkbox"/> Education activities (school presentations, summer camps) <input checked="" type="checkbox"/> Information booth at event <input checked="" type="checkbox"/> Targeted group training (contractors, consultants, etc.) <input checked="" type="checkbox"/> Government event (public hearing, council meeting) <input checked="" type="checkbox"/> Workshops <input type="checkbox"/> Tours <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> Passive print media (brochures at front desk, posters, etc.) <input checked="" type="checkbox"/> Distribution of print media (mailings, newsletters, etc.) via mail or email. <input checked="" type="checkbox"/> Media offerings (radio and TV ads, press release, etc.) <input checked="" type="checkbox"/> Social media posts <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Website <input type="checkbox"/> Other: <input type="text"/>

Topics Covered	Target Audience
<input checked="" type="checkbox"/> Illicit discharge detection and elimination <input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing <input type="checkbox"/> Yard waste management/pesticide and fertilizer application <input checked="" type="checkbox"/> Stream and shoreline management <input checked="" type="checkbox"/> Residential infiltration <input checked="" type="checkbox"/> Construction sites and post-construction storm water management <input checked="" type="checkbox"/> Pollution prevention <input type="checkbox"/> Green infrastructure/low impact development <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input checked="" type="checkbox"/> Contractors <input checked="" type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other: <input type="text"/>

- e. Will additional information/summary of these education events be attached to the annual report?
 Yes No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input checked="" type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	<u>11-50</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	<u>11-50</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The City has an Adopt-A-Pond program. Residents inspect and clean up their pond a minimum of twice per year and submit reports to staff. Maintenance is done if needed.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- | | |
|---|---------------------------------|
| a. How many total outfalls does the municipality have? | <input type="text" value="89"/> |
| b. How many major outfalls does the municipality have? | <input type="text" value="15"/> |
| c. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? | <input type="text" value="40"/> |
| d. From the municipality's routine screening, how many were confirmed illicit discharges? | <input type="text" value="0"/> |
| e. How many illicit discharge complaints did the municipality receive? | <input type="text" value="0"/> |
| f. From the complaints received, how many were confirmed illicit discharges? | <input type="text" value="0"/> |
| g. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? | <input type="text" value="0"/> |

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- h. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- | | |
|---|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Notice of Violation | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation | <input type="text" value="0"/> |

Additional Information:

- i. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Staff follows up on any illicit discharge complaints. Staff also follows up on any reports to the DNR.

Outfall inspections are completed in the fall during dry weather, investigating any possible illicit discharges.

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year?
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year?
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)?
- d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.
- | | |
|---|---------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning | <input type="text" value="18"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="8"/> |
| <input checked="" type="checkbox"/> Notice of Violation | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Stop Work Order | <input type="text" value="0"/> |
| <input type="checkbox"/> Forfeiture of Deposit | <input type="text"/> |
| <input type="checkbox"/> Other - Describe below | <input type="text"/> |
- e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Staff performs regular erosion & sediment control inspections and follows up with complaint based inspections.

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

a.

How many new structural storm water management Best Management Practice (BMP) have received local approval ?

13

*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,

b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities? Yes No

c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? Inspections completed by private landowners should be included in the reported number. 68

d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis? Yes No

e. Does MS4 have maintenance authority on these privately owned BMPs? Yes No

f. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation
- Forfeiture of Deposit
- Complete Maintenance
- Bill Responsible Party
- Other - Describe below

g. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

We may not have authority to maintain older BMP's.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Best Management Practice Inspections Not Applicable

- a. Enter the total number of "municipally owned" (i.e., publicly owned BMPs) or operated (i. e., privately owned BMPs) structural storm water management best management practices.
- b. How many new municipally owned storm water management best management practices were installed in the reporting year?
- c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year?
- d. What elements are looked at during inspections (250 character limit)?
- e. How many of these facilities required maintenance?
- f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)* Not Applicable

- g. How many municipal properties require a SWPPP?
- h. How many inspections of municipal properties have been conducted in the reporting year?
- i. Have amendments to the SWPPPs been made?
 Yes No
- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:
- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - Street Sweeping Program Not Applicable

- l. Did the municipality conduct street sweeping during the reporting year?
 Yes No

m.

If known, how many tons of material was removed?

289

- n. Does the municipality have a [low hazard exemption](#) for this material? Yes No
- o. If street sweeping is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
 - Yes - Explain frequency Twice weekly downtown, once per season city wide.
 - No - Explain _____
 - Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* Not Applicable

Collection Services - *Leaf Collection Program* Not Applicable

- u. Does the municipality conduct curbside leaf collection? Yes No
- v. Does the municipality notify homeowners about pickup? Yes No
- w. Where are the residents directed to store the leaves for collection?
 - Pile on terrace Pile in street Bags on terrace
 - Other - Describe _____
- x. What is the frequency of collection?

- y. Is collection followed by street sweeping? Yes No
- z. Brief explanation on Collection Services reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page*

Residents may drop off leaves at the City's yard waste residual site.

Winter Road Management Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? (One mile of a two-way road equals two lane miles.) 162

ab. Provide amount of de-icing products used by month last winter season?

Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt/sand mix</u>	0	0	3	22	3	0
<u>Salt</u>	0	176	1172	166	75	30
<u>Other</u>	0	0	2	3	0	0

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
<u>Brine</u>	0	2640	6511	3122	1653	500
<u>Other</u>	0	0	3	22	3	0

ac. Was salt applying machinery calibrated in the reporting year? Yes No

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? Yes No

Training Date	Training Name	# Attendance
10/1/2025	WI Salt Wise	8

ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Staff keeps accurate records of material used for road maintenance. "Other" in the solids table is pre-treated salt. "Other" in the liquids table is Beet-Heet.

Internal (Staff) Education & Communication

af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element? Yes No

If yes, describe what training was provided (250 character limit):

Internal IDDE prevention, reporting, and cleanup training. Rain to Rivers - Salt Wise Training/Open House

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

City Council meetings, monthly reports

Municipal Officials

City Council meetings, monthly reports

Appropriate Staff (such as operators, Department heads, and those that interact with public)

City Council meetings, monthly reports, department meetings

ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The City has an internal training log that employees fill out and at every training, those who attend sign in on a sheet which is kept for records.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

a. Did the municipality update their storm sewer map this year?

Yes No

If yes, check the areas the map items that got updated or changed:

Storm water treatment facilities

Storm pipes

Vegetated swales

Outfalls

Other - Describe below

b. Brief explanation on Storm Sewer System Map reporting. *If you marked **Unsure** for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Staff maintains the City's GIS and adds new infrastructure when CAD files or as-builts are received from projects.

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

Element: Public Education and Outreach

45,000	45,000	45,000	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Element: Public Involvement and Participation

40,000	40,000	40,000	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Element: Illicit Discharge Detection and Elimination

35,000	35,000	35,000	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Element: Construction Site Pollutant Control

60,000	60,000	60,000	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Element: Post-Construction Storm Water Management

95,000	95,000	95,000	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Element: Pollution Prevention

150,000	150,000	150,000	<u>Storm water utility</u>
---------	---------	---------	----------------------------

Other (describe)

GIS			
-----	--	--	--

50,000	50,000	50,000	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the

municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes No Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes No Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? Yes No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

The city is updating our stormwater modeling using the DNR Non-Point

Source Grant. Finalization is anticipated in Q2 2026.

Do not close your work until you SAVE.

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Form 3400-224 (R8/2021)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Do not close your work until you **SAVE**.

Form 3400-224(R8/2021)

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Municipal Facility SWPPP

 File Attachment

[River Falls Public Works Facility SWPPP - UPDATED 11.21.25.pdf](#)

Storm Sewer System Map

 File Attachment

[2025 Storm Sewer System Map - DNR.pdf](#)

Attach - Other Supporting Documents

AR MuniSWPPP

 File Attachment

[River Falls Yard Waste Site Facility SWPPP 10.07.24.pdf](#)

AR EO

 File Attachment

[Rain to Rivers Educational Activities - 2025.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After

the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

Complete and Submit Your Application

You have not completed all areas of the application. Please return to the application and complete all missing items.

Contact Information: Has Missing Items

Minimum Control Measures Section 1: Complete

Minimum Control Measures Section 2: Complete

Minimum Control Measures Section 3: Complete

Minimum Control Measures Section 4: Complete

Minimum Control Measures Section 5: Complete

Minimum Control Measures Section 6: Complete

Minimum Control Measures Section 7: Complete

Attachments: Complete

Final Evaluation: Complete



MEMORANDUM

TO: Mayor Toland and City Councilmembers

FROM: Gordon Young, Chief of Police

DATE: February 24, 2026

TITLE: **SECOND READING AND DISPOSITION: 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 2nd 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: **SECOND READING AND DISPOSITION: 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: March 10, 2026

TITLE: **SECOND READING AND DISPOSITION: 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;
- Establishment of enforcement authority and penalties consistent with state law; and
- Street use is allowed only for loading, unloading, or moving materials on same property, directly, and briefly.

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.

<u>Section</u>	<u>Subject</u>
<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.

E. Loading/Unloading. A person may operate an ATV, UTV, or OHM on a City street solely for the limited purpose of directly loading the ATV, UTV, or OHM onto, or unloading the ATV, UTV, or OHM from, a trailer or other lawful transportation device. Such operation is permitted only between the place of storage and the trailer or transportation device, which shall be positioned as close as reasonably practicable to the storage location, but in no event further than 100 feet away.

F. Ancillary Personal Use. A person may operate an ATV, UTV, or OHM on that part of a City street that is immediately adjacent to property they own or occupy solely for the purpose of moving materials to other locations on that same property. For example, purposes only, a person may operate an ATV on a street adjacent to property they own or occupy to move plants or other materials for gardening purposes from one part of that property to another part of that same property. Operation under this subsection shall be limited to the most direct and practicable route, shall not include recreational or general travel on any street, and shall occur only for the minimum time reasonably necessary to complete the moving of materials.”

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: March 10, 2026

ITEMS: **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) – SECOND READING AND DISPOSITION**

RECOMMENDED ACTION

Adopt an ordinance 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 3rd, 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 9th, 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 32rd, 2026, to property owners within 300 feet of the parcels proposed for rezoning and proposed rezoning signs were placed on the site on January 32rd, 2026, per Section 17.104.050 of the Municipal Code; and

WHEREAS, the Plan Commission considered the rezoning at its February 3rd, 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 10th Day of March, 2026.

Dan Toland, Mayor

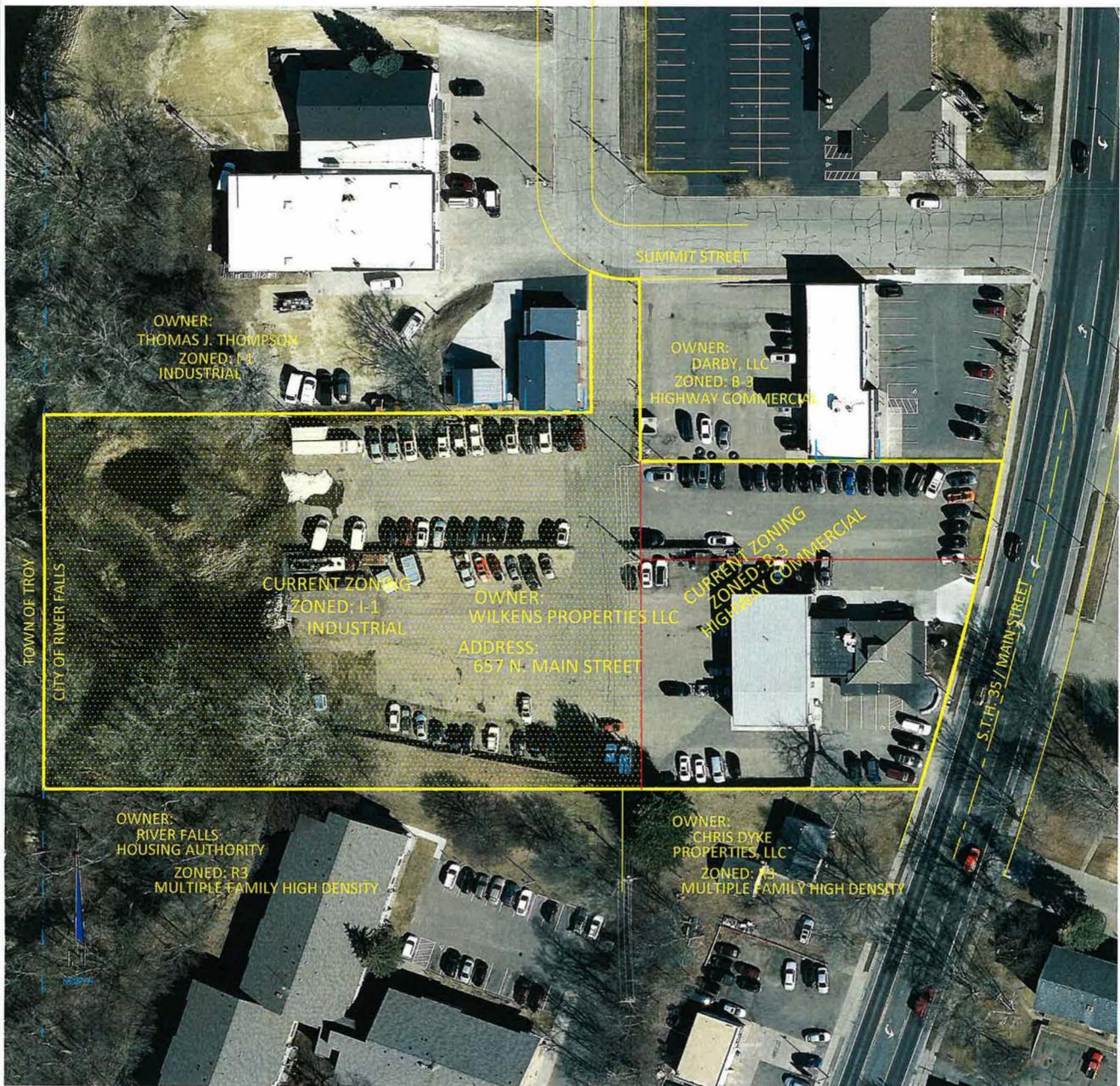
ATTEST:

Amy White, City Clerk

EXHIBIT A - LEGAL DESCRIPTION

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)



MEMORANDUM

TO: Mayor Toland and City Council

FROM: Chris Buntjer P.E., Senior Civil Engineer

DATE: March 10, 2026

TITLE: RESOLUTION AWARDING BID FOR 2026 MILL AND OVERLAY PROGRAM

RECOMMENDED ACTION

Adopt a resolution awarding the 2026 Mill and Overlay Program to Lepke Trucking & Excavating, LLC, and authorizing the City Administrator to enter into a State Municipal Agreement (SMA) with the WisDOT for a LRIP - MSILT Grant.

BACKGROUND

The City's strategy of street maintenance utilizes a series of minor rehabilitations over time and is funded through the operating budget to extend the useful life of pavements. This strategy is believed to result in an overall lower cost of service than simply allowing the streets to degrade and require major rehabilitation projects on a more frequent basis.

One of the rehabilitation methods utilized by the City of River Falls is a program of milling and overlaying asphalt pavements. This method consists of milling (removing) the top 1.75 inches of asphalt pavement on the streets. An overlay of 1.75 inches of asphalt is applied over the entire pavement. Care is taken to form a new smooth crown and to re-align the existing concrete gutter flow lines with the pavement surface after the overlay; resulting in restored structural capacity, improved drainage, and improved ride quality for motorists.

Staff has reviewed all City streets and prepared plans and specifications for a 2026 Mill and Overlay Program for streets that would benefit the most. This includes milling and overlaying Paulson Road from Prairie Drive to 500 feet south of Highland Drive. This bid price also includes an allowance to perform limited base corrections in severely damaged areas of each street to ensure a long-lasting roadway.

Bids for the 2026 Mill and Overlay Program were solicited in accordance with State Statutes and opened on Friday, February 27, 2026. The City received two bids as detailed below.

Bidder	Bid
Lepke Trucking & Excavating	\$267,762
Monarch Paving Company	\$294,312

Staff has reviewed the low bid from Lepke Trucking & Excavating, LLC and finds it competitive and in line with the Engineer's estimate. Staff contacted references and reviewed subcontractors and find Lepke qualified to perform the work. Staff recommends awarding a contract for the 2026 Mill and Overlay Program to Lepke Trucking & Excavating, LLC in the amount of \$267,762.

FINANCIAL CONSIDERATIONS

The 2026 Budget includes funds for street maintenance from which milling and overlaying of City streets is funded.

The City has applied for a WisDOT LRIP-MSILT Grant and expects to receive up to \$49,709.56 in 50% cost-share reimbursements. This Municipal Street Improvement (MSI) grant is for cities with populations Less Than 20,000 (LT) from the Wisconsin Department of Transportation (WisDOT) through its Local Road Improvement Program (LRIP). These grants provide financial aid to municipalities to perform local roadway maintenance.

The City utilized one of these grants to help fund its 2024 mill and overlay project on Riverside Dr. in 2024. The Governor's office is expected to announce approved projects in March 2026 and issue a State/Municipal Project Agreement (SMA) around July 15, 2026. The project can be bid and awarded, but no incurred project costs are eligible for cost share prior to the SMA being signed. The project specifications reflect the City issuing the notice to proceed after July 15, 2026.

Sources		Uses	
Street Maintenance:	\$218,052	Mill and Overlay Paulson Road	\$267,762
WisDOT Grant Funding	\$49,710		
Total	\$267,762	Total	\$267,762

CONCLUSION

Staff recommends City Council Award the contract for the 2026 Mill and Overlay Program to Lepke Trucking & Excavating, LLC the in the amount of \$267,762, and authorize the City Administrator to sign the SMA when available from WisDOT and submit reimbursement requests and any other materials required for the SMA.

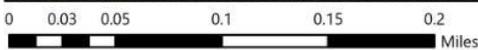


 2026 Mill and Overlay

2026 Mill & Overlay City of River Falls



This Data is provided "as is" without warranty or any representation of accuracy, timeliness, or completeness and is strictly for use in accordance with the request under which it was obtained. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The City makes no warranties, expressed or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data including the fact that the Data is dynamic and is in a constant state of maintenance, correction, and update. The City of River Falls copyrights these Files. Transfer or sale of these Files is prohibited without written permission from the City Engineer, 222 Lewis Street, River Falls, WI 54002.



The City makes no warranties, expressed or implied, as to the use of this data. This data is provided "as is" without warranty or any representation of accuracy or completeness and is strictly for use in accordance with the request under which it was obtained.





RESOLUTION NO.

**RESOLUTION AWARDING BID
FOR 2026 MILL AND OVERLAY PROGRAM**

WHEREAS, monies have been budgeted in 2026 for pavement maintenance in accordance with a Comprehensive Pavement Management Plan; and

WHEREAS, bids were solicited for the 2026 Mill and Overlay Program in accordance with State and City requirements and were opened on Friday, February 27, 2026; and

WHEREAS, the low bid for the 2026 Mill and Overlay Program was submitted by Lepke Trucking & Excavating, LLC the in the amount of \$267,762.

WHEREAS, the City of River Falls applied for and expects to be awarded a Wisconsin Department of Transportation (State) Local Road Improvement Program (LRIP) grant. The purpose of these grants is to aid cities in maintaining local roads; and

WHEREAS, the State Municipal Project Agreement (SMA) will be required to accept Local Road Improvement Grant monies for a 50% cost-sharing grant for up to \$49,709.56 to help fund the City's 2026 Mill & Overlay Program; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby awards the bid to Lepke Trucking & Excavating, LLC the in the amount of \$267,762 for the 2026 Mill and Overlay Program.

BE IT FURTHER RESOLVED that the City Council authorizes the City Administrator to sign the SMA when available from WisDOT and submit reimbursement requests and any other materials required for the SMA.

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

Dated this 10th day of March, 2026.

Dan Toland, Mayor

ATTEST:

Amy White, City Clerk



MEMORANDUM

TO: Mayor and City Council

FROM: Harley Mehlhorn, Senior Planner

DATE: March 10, 2026

TITLE: **RESOLUTION APPROVING DEVELOPMENT AGREEMENT WITH JPB LAND, LLC**

RECOMMENDED ACTION

Adopt a resolution approving the Development Agreement with JPB Land, LLC for the Wildflower Meadows subdivision.

BACKGROUND

Wildflower Meadows was granted General Development Plan approval on November 11, 2025, and the first phase of the development was approved via a Specific Implementation Plan and Final Plat on February 24, 2026.

DISCUSSION

This Development Agreement memorializes timelines and obligations for public improvements and project scheduling between the developer and the City for the Wildflower Meadows subdivision.

This is the final City Council approval needed for the first phase of the planned neighborhood. This Development Agreement has been reviewed by the City Engineer and City Attorney and agreed to by the developer.

CONCLUSION

Staff recommends approval of the resolution entering into a Development Agreement with JPB Land, LLC relating to the Wildflower Meadows subdivision.



RESOLUTION NO.

RESOLUTION APPROVING DEVELOPMENT AGREEMENT WITH JPB LAND, LLC

WHEREAS, the applicant, JPB Land, LLC, has sought and received approval for the Wildflower Meadows Development under a General Development Plan; Specific Implementation Plan for Phase 1; and a Preliminary and Final Plat; and

WHEREAS, a Development Agreement is required when a development proposes public improvements; and

WHEREAS, such Development Agreement has been drafted by the City Attorney; and

WHEREAS, the Common Council has reviewed the Development Agreement at its meeting of March 10, 2026, and found the terms and conditions acceptable;

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby approves the Development Agreement with JPB Land, LLC and authorizes the City Administrator to finalize the necessary terms and agreements on behalf of the City.

Dated this 10th day of March, 2026.

Dan Toland, Mayor

ATTEST:

Amy White, City Clerk

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RIVER FALLS AND
JPB LAND LLC**

This DEVELOPMENT AGREEMENT is made and entered into as of this _____ day of March, 2026 by and between the City of River Falls, a Wisconsin municipal corporation (the “*City*”) and JPB Land LLC, a Minnesota limited liability company (the “*Developer*”).

WITNESSETH:

WHEREAS, Developer desires to develop the Real Estate located within the City for the following purposes: two subdivision plats together consisting of approximately 25.384 acres to be developed in two phases, one for each subdivision plat, for a total of 61 single-family homes and 32 twinhomes;

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Plat in accordance with the requirements of the Municipal Code and the terms of this Agreement;

WHEREAS, the applicable provisions of the Municipal Code require, among other things, that provisions be made for the installation of public sanitary sewer facilities, water mains and water service laterals, the grading of public and private lands, erosion and storm water runoff control, and street improvements required to serve the Plat;

WHEREAS, the purpose of this Agreement includes, but is not limited to, the avoidance of harmful consequences of land development prior to satisfactory completion of improvements or prior to the payment of improvements costs;

WHEREAS, the City may incur damages in the event of Developer’s failure to fully and completely perform the requirements of this Agreement;

WHEREAS, Developer agrees to develop the Real Estate in accordance with this Agreement, each approved Plat, the Approved SIP, and any applicable regulations of any governmental entity with jurisdiction and/or any other applicable ordinances; specifically including application for the issuance of building permits by the City in accordance with existing regulatory standards; and

WHEREAS, the City and Developer wish to agree on terms and obligations for each party to ensure the successful development of the Real Estate with the Project; and

NOW, THEREFORE, in consideration of the promises and the obligations of the parties herein, each of them does hereby covenant and agree with each other as follows:

ARTICLE I

DEFINITIONS

- 1) **Definitions.** In this Agreement, the following words and phrases, when having an initial capital letter, shall have the following meanings:
 - a) “Agreement” means this Agreement by and between the City and the Developer, as amended and supplemented from time to time pursuant to its terms
 - b) “Approved Specific Implementation Plan” or “Approved SIP” or “SIP” means the Specific Implementation Plan submitted by the Developer for the Project that has been approved by Common Council, as demonstrated by a signed resolution, and the City Engineer, as demonstrated by a signed approval letter or memorandum all as a requirement of the Development Review Process required by the City pursuant to Title 17 of the Municipal Code, River Falls Wisconsin. The term Approved Specific Implementation Plan includes all subsequent revisions or amendments to the Specific Implementation Plan prepared by Developer, submitted to the City, and approved by staff and the Common Council.
 - c) “Articles and Sections” mentioned by number only are the respective articles and sections of this Agreement so numbered.
 - d) “Building Inspector” means the City of River Falls building inspector or his/her designee(s).
 - e) “Certificate of Completion” means the certification in the form of a certificate provided to the Developer, or its successors or assigns of this Agreement, certifying that the Project has been completed to the full satisfaction of both Parties and of this Agreement.
 - f) “Certificate of Occupancy” means the certification granted by the Building Inspector upon successful completion of the final inspection of each building associated with the Project.
 - g) “City” means the City of River Falls, Wisconsin, a Wisconsin municipal corporation.
 - h) “City Engineer” means the City of River Falls city engineer or his/her designee(s).
 - i) “Common Council” means the Common Council of the City of River Falls, Wisconsin.
 - j) “County” means St. Croix County, Wisconsin.
 - k) “Developer” means JPB Land LLC, a Minnesota limited liability company, and its successors and assigns as authorized in this Agreement.
 - l) “Developer’s Engineer” means the engineer(s) retained by Developer for this Project.

- m) “General Development Plan” means the planned unit development (PUD) general development plan (GDP) for the Project prepared by the Developer and approved by the Common Council on November 11, 2025.
- n) “Municipal Code” means the City of River Falls, Wisconsin Municipal Code, as codified through Ordinance No. 2025-05, and any future amendments thereto.
- o) “Parties” means the City and the Developer.
- p) “Phase” means any phase of the Project as described in Exhibit C.
- q) “Phase 1 Real Estate” means that part of the Real Estate associated with Phase 1 of the Project as described in Exhibit C.
- r) “Phase 2 Real Estate” means that part of the Real Estate associated with Phase 2 of the Project as described in Exhibit C.
- s) “Plat” means the approved final plat associated with the Real Estate for that particular Phase of the Project, whether the Phase 1 Real Estate or Phase 2 Real Estate, consistent with the Municipal Code.
- t) “Project” means the Public Improvements and private site improvements described throughout this Agreement which are depicted or described in the Approved Specific Implementation Plan and/or Exhibit B hereto.
- u) “Real Estate” means the real property described in Exhibit A, together with any improvements thereon.
- v) “Specific Implementation Plan” or “SIP” means the planned unit development (PUD) specific implementation plan (SIP) for the Project prepared by the Developer and submitted to the Common Council for approval, as well as all subsequent revisions thereto, anticipated to be approved on the same date as approval of this Agreement by the Common Council of River Falls Wisconsin.
- w) “Substantial Completion” means the completion of the public and private infrastructure improvements pursuant to the Specific Implementation Plan, including stormwater management facilities, landscaping, and final lift of paving of roads , except for punch list items. 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 ninety (90) days thereafter except site improvements such as landscaping shall be completed no later than two hundred forty (240) days after the date of Substantial Completion if weather or other conditions beyond the control of the Developer prevent completion of the same.

- x) “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 including federal, state, or local law enforcement, including immigration enforcement, unusually severe or prolonged bad weather, acts of God, fire or other casualty, pandemics, 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 Project delays.

**ARTICLE II
REPRESENTATIONS, WARRANTIES, OF DEVELOPER**

- 1) **Representations and Warranties by Developer.** Developer represents and warrants to the City that:
 - a) Developer is a limited liability company duly organized, existing, and in good standing under the laws of the State of Minnesota, authorized to do business in Wisconsin and registered as a foreign limited liability company in the State of Wisconsin, and is not in violation of any provisions of its Articles of Organization or Operating Agreement 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 improvements associated with the Project 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 design and construct the Project and all additional improvements in accordance with all local, state, or federal laws or regulations.
 - 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 the articles of organization, operating agreement, members agreement or other agreement 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.

**ARTICLE III
OBLIGATIONS OF DEVELOPER**

- 1) **Obligations of Developer.** Subject to the terms and conditions of this Agreement, Developer hereby agrees and commits to construct the Project in accordance with the terms of the Agreement.
- 2) **Private Improvements.** Developer agrees that it will construct private Project improvements in substantial conformance with the Approved Specific Implementation Plan (SIP).
 - a) Private improvements shall include, without limitation, and subject to the Approved Specific Implementation Plan (SIP):
 - i) Phase 1 Units. 37 single-family homes and 8 twinhomes of the type specified in the approved SIP plans for Phase 1.
 - ii) Phase 2 Units. 24 single-family homes and 24 twinhomes of the type specified in the approved SIP plans for Phase 2.
 - iii) Landscaping. Developer shall install landscaping per the approved SIP plans and Master Landscaping Exhibit.
 - iv) Utilities. Developer shall cause the Project to be serviced by certain utilities, including without limitation electric, sewer, water, gas, storm sewer, telephone, cable and internet (if different). Developer shall be responsible for construction of the improvements on the Real Estate related to these utilities, including site grading related to utilities. Developer will be responsible for cost and installation of utility laterals to any building which is part of the Project.
- 3) **Public Improvements.** Developer agrees that it will construct public Project improvements in substantial conformance with the Approved Specific Implementation Plan (SIP) (the “***Public Improvements***”) to be dedicated to the public. Those Public Improvements are more specifically described and defined in Exhibit B, with the Public Improvements to be constructed in two phases as detailed in Exhibit C. The City Engineer will review and approve consistent with the Municipal Code, all construction plans and specifications for the Public Improvements prior to commencement of the work.
- 4) **Performance Dates.** Developer agrees and hereby commits to use good faith efforts to complete the construction of the Project according to Article IV, Section 3)c), subject to Unavoidable Delays, defined above in Section 1x, and subject to the City's performance. The parties understand that time is of the essence with regard to the dates herein specified.
- 5) **Project Specific Requirements.** Developer shall further, at its sole cost and expense, comply with the requirements as set forth in Exhibit D. The requirements in Exhibit D shall control over any inconsistent provision set forth herein.

ARTICLE IV
SPECIFIC IMPLEMENTATION PLAN AND PROJECT CONSTRUCTION

- 1) **Specific Implementation Plan**. The Developer has submitted a Specific Implementation Plan (SIP) in compliance with Section 17.72 of the Municipal Code setting forth all details of construction and development of the Project.
 - a) Said SIP included the following:
 - i) SIP application and fee according to the City's fee schedule.
 - ii) Building plans, architectural renderings, and specifications;
 - iii) Site plans and specifications;
 - iv) Demolition plans;
 - v) Grading, stormwater and erosion control plans;
 - vi) Landscaping, lighting, and sign plans and specifications;
 - vii) Traffic and circulation plans for pedestrians, bicyclists, emergency vehicles, and automobiles;
 - viii) Utility plans, including electric, water, sanitary sewer, and small utilities (telephone, cable, internet, natural gas, etc.); and
 - ix) Any other plans, specifications, or other requirements as determined by the City Engineer.
 - b) The parties understand that the SIP approval process is outlined Section 17.72 of the Municipal Code.

- 2) **Pre-Construction**. The Developer acknowledges the following shall be completed prior to construction commencing with respect to any Phase.
 - a) **Fees and Approvals**:
 - i) The Specific Implementation Plan has been approved by the Common Council.
 - ii) The Plat has been approved by the Common Council.
 - iii) Payment of all required capital costs, including without limitation costs for sanitary sewer improvements, permit, and impact fees in accordance with the Municipal Code and fee schedule and this Agreement.

 - b) **Insurance**. Developer shall furnish the City with proof of payment of premiums on:
 - i) Comprehensive general liability insurance or its equivalent, including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance, together with an owner's contractor's policy or its equivalent with limits against bodily injury and property damage of not less than one million dollars for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and
 - ii) Worker's compensation insurance with statutory coverage according to the laws of the State of Wisconsin, to the extent Developer has any employees.
 - iii) The policies of insurance or their equivalent required pursuant to clauses (i), (ii), and (iii) above shall be in form and substance reasonably satisfactory to the City Attorney

and shall be placed with financially sound and reputable insurers licensed to transact business in the State.

- c) Pre-construction meeting. Prior to the start of site construction, the Developer shall facilitate a pre-construction conference with the construction inspector, general contractor, the Developer's Engineer, City Engineer, and Building Inspector.
 - d) Other Approvals. Developer shall be responsible for obtaining all other necessary governmental approvals and permits (e.g., Wisconsin Department of Natural Resources or St. Croix County) prior to commencement of construction of the Project.
- 3) **Construction**. In accordance with the policies and ordinances of the City of River Falls, the Wisconsin Statutes, and the Wisconsin Administrative Code, the Developer shall construct all public and private improvements as are contained in the Approved Specific Implementation Plan and this Agreement.
- a) Obtain building permits. Building permits for lots in the Plat shall only be issued if the following conditions have been met:
 - i) The Specific Implementation Plan has been approved by the Common Council.
 - ii) The Plat has been approved by the Common Council.
 - iii) Payment of all required permit and impact fees in accordance with the Municipal Code and fee schedule and this Agreement.
 - iv) Curb, gutter, water, sanitary sewer, storm sewer, and gravel have been installed and placed for the lot. City Engineer may approve limited building permits prior to placement of concrete curb and gutter by providing written approval of such building permits to Developer.
 - v) Drainage. All drainage easements on the site shall be graded in accordance with the Approved SIP and shall have permanent and temporary erosion control and sediment control measures in place as indicated on the Approved SIP.
 - vi) Stormwater. All stormwater conveyance facilities located within easements, outlots, and right-of-way through which stormwater from the site flows shall be complete in accordance with the Approved SIP and shall have permanent and temporary erosion and sediment control measures in place as indicated on the Approved SIP.
 - b) Building Permits for Model Home. A building permit for two (2) detached model homes and one (1) Twinhome building in the Plat for Phase 1 shall only be issued if all of the following conditions have been met:
 - i) Suitable gravel driving surfaces are installed for any vehicle or pedestrian to access the model home within 200 feet of model home or building location, further provided that such suitable gravel driving surfaces also extend to Powell Avenue from any such model home.
 - ii) Erosion control identified in the Approved SIP is installed.

- iii) Developer's Engineer has reviewed and approved concrete form work and determined all final elevations conform with the Approved SIP, specifically the relationship between first floor elevations and the future curb and gutter placement.
 - iv) Approval of the Plat.
- c) Construction Schedule. Developer shall commence or cause other entities to commence construction on the Project on or before June 1, 2026 with Substantial Completion of the Project on or before December 31, 2030. Substantial Completion of Phase 1 shall be no later than December 31, 2027. Unless this Agreement has been assigned by Developer as to completion of the Phase 2 Real Estate improvements, then Substantial Completion of Phase 2 shall be no later than December 31, 2030. In the event this Agreement has been assigned to another developer, then Substantial Completion of the Phase 2 Real Estate improvements shall be no later than December 31, 2031
- d) Site Preparation. Developer shall prepare the site for construction, including, without limitation, any necessary demolition and asphalt removal.
- e) Fill. Developer shall install sufficient fill to build the Project.
- f) Inspections and Rights of Access.
- i) The City shall have the right, at such times and upon such locations as it deems necessary, to inspect the construction of the Public Improvements to ensure compliance with plans and specifications, good engineering and construction practices, and all the requirements of law and the Municipal Code. Inspections done by the City shall be at the expense of the City. The Developer shall pay for independent testing required by the City and in accordance with the Municipal Code.
 - ii) The Developer shall not abandon any existing City utilities serving the Real Estate or connect to any underground City utilities without the City Engineer or his/her designee being present to inspect the work.
 - iii) The Developer shall permit the representatives of the City to have access to the Project and the Real Estate at all reasonable times during and following the construction when such party deems access necessary to ensure compliance with the terms and conditions of this Agreement. No compensation shall be payable, nor shall any charge be made in any form by any party for the access provided in this Agreement.
 - iv) The Developer shall provide a full-time inspector during construction of public underground infrastructure such as water, sewer, and stormwater infrastructure. The inspector shall be a representative of the Developer's engineering firm and shall work under the direct supervision of a professional engineer registered in the state of Wisconsin. Installation of bituminous wear course shall not proceed until the City has been provided an opportunity to inspect all public improvements in the roadway and authorized placement of the wear course. Inspector shall provide City with inspection records as requested by City Engineer. Construction shall adhere to River Falls

Municipal Utilities standard specification which is on file with City Engineer. If discrepancies exist between City specifications and plan documents, inspector shall contact City Engineer.

g) Utility Installation.

- i) The Developer shall coordinate the installation of electrical, gas, telephone, and cable to the Real Estate with regards to the locations of facilities within public rights of way and easements.
- ii) Sewer and water shall pass all required testing prior to connecting water and sewer infrastructure in the buildings located on the Real Estate to the new sewer and water mains.

h) Qualified Contractors. Developer agrees to engage qualified contractors/subcontractors for all construction of the Public Improvements who shall perform such work in compliance with the Municipal Code. Verification of qualified contractors/subcontractor shall be based upon a reasonable demonstration of expertise and experience that they are qualified to complete construction of the Public Improvements. Developer shall, not less than seven (7) calendar days prior to any commencement of work on the Public Improvements, furnish the City Engineer with the names of all contractors that will construct the Public Improvements and their subcontractors; the classification of the work the contractors and subcontractors will perform; proposed dates for commencement of work; and a schedule for the work.

i) Public Improvements. Developer agrees that no construction work shall be initiated for the Public Improvements without the City Engineer's approval of the starting date and schedule. No work shall commence on the Real Estate until all parties have signed this Agreement, all Exhibits have been attached, and an approved letter of credit/bond and insurance certificate (as provided herein) is on file with the City. Notwithstanding the foregoing, Developer may commence silt fence install, tree removal, and grubbing immediately, provided Developer has first obtained all necessary permits.

j) Developer agrees that no construction work shall be initiated for the Public Improvements or private improvements without the Director of Public Works' approval of the starting date and schedule. Developer and City acknowledge and agree that the Project will be constructed in two (2) phases as identified in the phasing plan as attached thereto as Exhibit C (the "**Phasing Plan**").

- i) Phase 1 shall include construction of those Public Improvements and private improvements within Phase 1 of the Phasing Plan with respect to the Phase 1 Real Estate, including the following additional Public Improvements: City Park, park trail, and Playground amenities All Public Improvements within Phase 1 and those additional Public Improvements set forth herein shall be completed no later than December 31, 2027.

- ii) Phase 2 shall include construction of those Public Improvements and private improvements within Phase 2 of the Phasing Plan with respect to the Phase 2 Real Estate, including the following additional Public Improvements: Northwest corridor trail construction. All Public Improvements within Phase 2 and those additional Public Improvements set forth herein shall be completed no later than December 31, 2030.

4) **Project Finalization.**

- a) Certificate of Occupancy. A Certificate of Occupancy shall only be issued for a building if curb, gutter, sidewalk, City sewer and water service, electric/gas/phone, and bituminous base/binder are in place which are in compliance with this Agreement and all applicable ordinances, laws, rules, and regulations.
- b) Stormwater engineer's certification. To ensure proper installation of stormwater management practices in accordance with Approved SIP and calculations, the City requires that the Developer's engineer, licensed in Wisconsin, oversees and certifies construction. The engineer shall submit a signed and stamped certification that he/she has successfully completed site inspections and that construction of all storm water management practices was according to the Approved SIP and these practices are functioning as intended.
- c) Record Drawings. The Developer shall have its engineer supply the City with a complete set of record as built drawings for all Public Improvements and private improvements within 90 days of completion of each Phase of the Project. These plans shall show actual surveyed locations and elevations of key features of the storm water facility, such as pipe size, material and invert elevations, berms, spillways, pond elevations (bottom, safety shelf, high water level, and overflow), emergency overflow elevations, and any other items deemed necessary by the City to determine compliance. These plans shall be provided in CAD and PDF format. Record drawings shall be stamped and signed by a registered land surveyor or an engineer licensed in the State of Wisconsin and must contain the following statement: "I hereby certify that, to the best of my knowledge and in accordance with applicable standards, the surveying data presented in this document reflects as-built locations and elevations for the public and private improvements shown."
- d) Public Improvements. The City shall inspect the Public Improvements as they are completed and, if the same are acceptable to the City staff and/or City Engineer, shall certify, with such certification not being unreasonably withheld, such Public Improvements as being in compliance with the specifications of this Agreement. Such inspection and certification, if appropriate, will occur within ten (10) days of written notice by Developer that Developer desires to have the City inspect a Public Improvement. Certification by the City does not constitute a waiver by the City of the right to draw funds under the letter of credit on account of defects in or failure of any Public Improvement that is detected or which occurs following such certification. Developer further agrees that the Public Improvements will not be accepted by the City until all of the following have occurred as

to each Public Improvement for which Developer seeks acceptance by the City: i) the Public Improvements for the specific Phase have all been completed and have been inspected and approved by the City; ii) all outstanding City-incurred costs, including engineering and inspection charges, to the extent said owed, have been paid in full; and iii) as built record drawings have been submitted to the City and reviewed and approved by the City.

- e) Request for Approval. Public Improvements, upon meeting the specifications of this Agreement, shall be submitted for Common Council approval no later than thirty (30) days from the request of Developer to so dedicate.
 - i) Lien Waivers. Developer shall provide affidavits and/or lien waivers to the City indicating that all contractors, all subcontractors, and all suppliers of materials for the work have been paid in full for all work and materials furnished under this Agreement. These affidavits and/or lien waivers are to be provided at least fourteen (14) days before the City will consider any reduction of the letter of credit, as provided for in this Agreement.
 - ii) Maintenance. At Developer's sole expense, Developer agrees to provide for maintenance and repair of all required Public Improvements until such Public Improvements are formally accepted by the City by resolution. The City shall be responsible for maintenance, including snow removal from the public roadways, after such Public Improvements have been formally accepted.
 - iii) Corrections. The City will provide timely written notice to Developer whenever an inspection reveals that a Public Improvement does not conform to the specifications shown on Exhibit B or the Approved SIP. Developer shall have thirty (30) days from the issuance of such notice to correct or substantially correct the defect. The City shall not declare a default under this Agreement during the thirty (30) day correction period on account of any such defect unless it is clear Developer does not intend to correct the defect or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.
 - f) Certificate of Completion. Common Council acceptance of all Public Improvements with respect to a Phase of the Project shall act as a Certificate of Completion with respect to that Phase.
- 5) Notice of Defect. In the event the City issues Developer a notice of defect pursuant to Subsection 4)e)iii) above, Developer shall reimburse the City for its actual cost of inspection, testing, and any associated legal fees for all actions taken in verifying correction of the defect. The City's costs shall be determined as follows:
- a) The cost of City employees' time engaged in any way with the verification based on the hourly rate paid to the employee multiplied by a factor determined by the City representing the City's cost for expenses, benefits, insurance, sick leave, holidays, overtime, vacation, and similar benefits.

- b) The cost of City equipment employed.
- c) The cost of mileage reimbursed to City employees.
- d) All consultant fees, including legal and engineering, associated with the verification.
- e) City shall not issue any Certificates of Occupancy until such time as Developer has paid all costs pursuant to this Article IV, Section 5.

6) **Letter of Credit and/or Performance Bond.**

- a) An irrevocable letter of credit approved by the City Attorney shall be submitted for all Public Improvements with respect to each Phase. In lieu of a letter of credit, the Developer may submit a performance bond from a reputable bonding institution. The amount of the bond or letter of credit shall be in the amount of 120% of the value of the outstanding Public Improvements and erosion control including warranties of completed work on a phase basis as determined by the City Engineer. This number is currently based on an engineer's estimate that was provided to the City and shall be adjusted to reflect actual costs obtained during the bid process. The letter of credit or bond shall be valid for throughout the entire 14-month public improvement warranty period set forth in Section 236.13(2)(am)1.c., Wis. Stats. The letter of credit or bond may require periodic renewal in order to secure the Public Improvements through the warranty period. The amount of the letter of credit or bond shall be periodically reduced in amounts equal to the payments made by Developer for the costs of all Public Improvements, in each case subject to approval by the City Engineer. Upon substantial completion of Public Improvements, the Developer may lower the amount of the Letter of Credit or Bond by request to the City Engineer. The Letter of Credit or Bond must still secure 10% of the amount of the completed Public Improvements and 100% of the amount of the remaining Public Improvements.
- b) Letters of credit shall be payable to the City at any time upon presentation of:
 - i) A sight draft drawn on the issuing bank in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; and
 - ii) An affidavit executed by the City Engineer stating that the Developer is in default under this Agreement; and
 - iii) The original of the letter of credit.
- c) Upon the request of Developer, after the completion of any Public Improvements which have been inspected by and are satisfactory to the City Engineer, the City agrees to reduce the applicable letter of credit to an amount equal to an estimate by the City Engineer to secure performance of the remainder of the yet to be completed Public Improvements and 10% of the reduced amount to ensure the guarantee described in this Agreement in Article

IV, Section 7. Reduction in the amount of the letter of credit does not constitute an inspection by the City.

- 7) **Guarantee of Public Improvements**. Developer agrees to guarantee and warrant all work performed under this Agreement related to a Public Improvement for a period of fourteen (14) months from the date of final acceptance by the City of a Public Improvement completed by Developer under this Agreement against defects in workmanship or materials. If any defect should appear during the guarantee period, Developer agrees to make required replacement or acceptable repairs of the defective work at its own expense. This expense includes total and complete restoration of any disturbed surface or component of the Public Improvement to the specifications as set forth herein. All guarantees or warranties for materials or workmanship which extend beyond the above 14-month guarantee period shall be assigned by Developer to the City. The City shall release in full the letter of credit or bond immediately upon expiration of the warranty period.

ARTICLE V EVENTS OF DEFAULT

- 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 time deadlines for Project completion or completion of Public Improvements for each Phase, 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.
- 2) **Remedies on Default**. In the event that City deems Developer to be in default hereunder, then the City shall provide Developer with written notice of the specific Event of Default. Developer shall have thirty (30) days from the date of Developer’s receipt of City’s written notice of default (the “*Cure Period*”) to cure such Event of Default. If Developer does not make good faith efforts to cure said default or fails to cure to the satisfaction of City the default by the end of the Cure Period, the City reserves to itself the right to draw on a letter of credit or other surety provided hereunder in addition to pursuing any other available remedies available in law or equity. Remedies shall include, but not be limited to, stopping all construction in the approved Plat, and prohibiting the transfer or sale of lots or not issuing building permits.

- 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.
- 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 VI ADDITIONAL PROVISIONS

- 1) **Restrictions on Use.** Developer agrees for itself, its successors, and assigns and every successor in interest to the Real Estate, or any part thereof, that Developer and such successors and assigns shall devote the Real Estate to, and only to, and in accordance with, the uses specified in this Agreement and any applicable land covenants.
- 2) **No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this Project shall inure to the Developer. Nor does the City warrant by this Agreement that the Developer is entitled to any required approvals.
- 3) **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 Real Estate only if a full disclosure is made to the Common Council of the City, 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.
- 4) **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.

- 5) **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, by reputable overnight delivery service, or delivered personally; and (a) in the case of Developer as addressed to or delivered personally to the company at: ATTN ART PLANTE - JPB Land, LLC – 13700 Reimer Drive, Suite 100, Maple Grove MN, 55311 or MICHAEL A. BROBACK – Broback Law Firm - 2708 Autumn Woods Drive, Chaska, Minnesota 55318 (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.

- 6) **Assignment.** Provided that Developer is not in default of the terms and conditions of this Agreement, the PUD or the SIP, and further provided that Developer has Substantially Completed the Phase 1 Real Estate improvements contemplated herein, Developer shall have the right to assign Developer’s interest in this Agreement to another developer for the purpose of completing the Phase 2 Real Estate improvements. Providing that (a) the assignee developer demonstrates to the City that its creditworthiness is sufficient to complete the improvements to the Phase 2 Real Estate, (b) the assignee developer agrees in writing to be bound by the terms and conditions of the Plat, this Agreement, the SIP and the PUD, and (c) all costs and fees relating to the development of the improvements to the Phase 1 Real Estate have been paid when due, then no consent to such assignment by the City shall be required. Any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are obligations of the Developer and also shall be binding on the successors, and assigns of the Developer. There is no prohibition on the right of the City to assign its rights under this Agreement.

- 7) **Counterparts.** This Agreement is executed in any number of counterparts, each of which shall constitute one in the same instrument.

- 8) **Law Governing.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

- 9) **Short Form Recordable.** A short form of this Agreement shall be recorded in the chain of title to all affected properties hereunder. Said form is attached as Exhibit E as a Memorandum of Development Agreement.

- 10) **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 Project.

- 11) **Hold Harmless and Indemnification.** The Developer hereby expressly agrees to indemnify and hold the City and its agents harmless from and against all claims, costs and liability of every kind and nature arising out of construction of the Project, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the Real Estate and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the City or its agents (at no cost to the City or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the City.

The Developer shall inform and require all contractors engaged in the construction of the Project to comply with the requirements of this Agreement pertaining to damage claim, indemnification of the City and providing insurance coverage that are established by the City (such insurance coverage requirements shall be communicated to the Developer in writing and shall be consistent with the City's customary requirements for projects similar to the Project). The Developer shall also require contractors engaged in the construction of the Project to maintain a current Certificate of Insurance on file with the City Clerk.

- 12) **Immunity.** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under application law.
- 13) **Resolutions and Attorney's Letter.** 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. Developer shall provide City with a letter from its attorney stating that the signing officers of Developer hold such designated positions and have authority to so sign.
- 14) **Installation of Improvements.** Developer, at its sole cost and expense, shall be completely responsible for the installation and construction of all Public Improvements, private improvements, utilities and the construction of the Project consistent with the SIP at its sole cost and expense. None of the Project shall be constructed by the City.

Remainder Intentionally Left Blank

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: _____
Name: Dan Toland
Title: Mayor

By: _____
Name: Scot Simpson
Title: City Administrator

ATTEST:

Name: Amy White
Title: City Clerk

JPB LAND LLC:

By: _____
Name: Josh Pomerleau
Title: Chief Manager

EXHIBIT LIST

Exhibit A: Real Estate Legal Description

Exhibit B: Public Improvements (Approved SIP)

Exhibit C: Phasing Plan

Exhibit D: Project Specific Requirements

Exhibit D-1: Impact Fees

Exhibit E: Memorandum of Development Agreement

Exhibit A

Legal Description of Property

Commencing at the west quarter corner of said Section 36; thence S89°46'15"E, along the East - West Quarter line of said section, 466.43 feet to the exterior plat boundary of OAK RIDGE ACRES on file in the St. Croix County Register of Deeds Office as Document Number 286131 and the Point of Beginning; thence the following being along said exterior boundary, N00°01'31"E a distance of 1011.83 feet; thence N89°49'40"W a distance of 199.73 feet to the east right of way of West Woodridge Drive; thence N00°03'48"E, along said right of way, 66.00 feet to the southwest corner of the deed description recorded in Volume 2671 on page 357 as Document Number 776414 on file in the Office of the St. Croix Register of Deeds; thence S89°49'40"E, along the south line of said deed, 146.22 feet to the southeast corner thereof; thence N00°10'55"E, along the east line of said deed, 83.14 feet to the exterior plat boundary of said OAK RIDGE ACRES; thence, the following being along said exterior plat boundary, N60°33'09"E a distance of 282.76 feet; thence S89°46'56"E a distance of 594.88 feet; thence S00°10'55"W a distance of 666.90 feet to the southwesterly line of the deed description recorded in Volume 1134 on page 429 as Document Number 532314; thence S48°52'34"E, along said southwesterly line, 155.25 feet to the southwest corner thereof; thence S89°38'26"E, along the south line of said deed description, 21.05 feet to the exterior plat boundary of said OAK RIDGE ACRES; thence S00°21'34"W, along said exterior plat boundary, 532.43 feet to said East - West Quarter line; thence N89°46'15"W, along said East - West Quarter line, 920.92 feet to the Point of Beginning.

For informational purposes only:
Tax Parcel 276-1170-05-000

Exhibit B

Public Improvements – Approved SIP
(see attached)

Exhibit C Phasing Plan

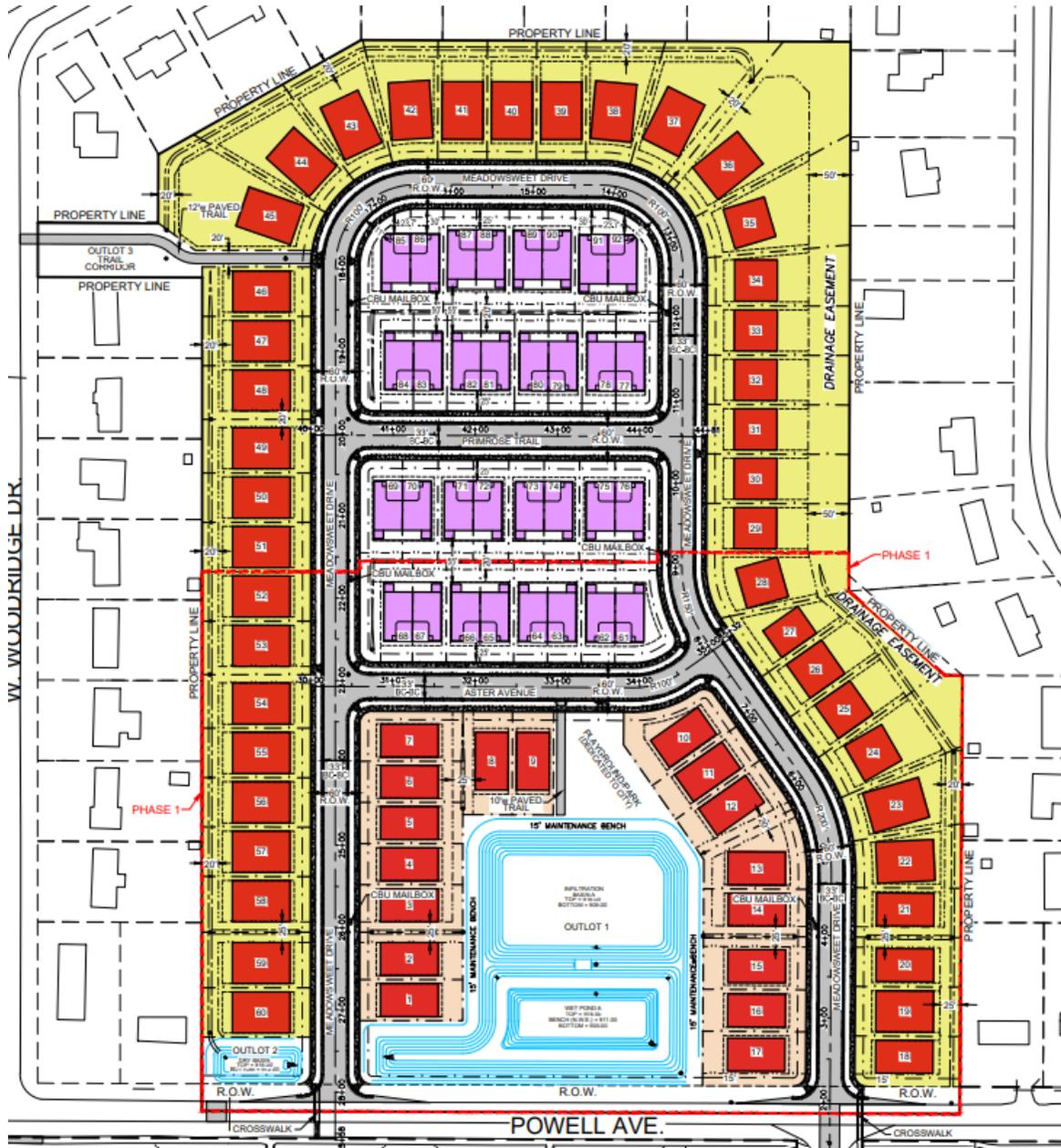


Exhibit D
Project Specific Requirements

The following are additional requirements and obligations of Developer with respect to the Project:

- 1) Capital costs shall be paid consistent with the Annexation Agreement dated July 8, 2025 (the “Annexation Agreement”) by and between Rolling Hills Development, Inc. (“Rolling Hills”) and the City of River Falls. As a condition of closing on the Real Estate, Developer shall execute an Assignment and Assumption of Development Agreement assigning Rolling Hills’ obligations under the Annexation Agreement to Developer. All capital costs shall be adjusted for inflation using the Engineering News Record Construction Cost Index for Minneapolis, MN from the Annexation Agreement effective date to the date of capital cost payment. Developer is responsible for the Capital Costs as set forth in the Annexation Agreement and on the terms therein and as described below:
 - a) Roadway Improvements: Developer shall pay 50% of the \$250,000 capital costs for a future Powell Avenue Reconstruction after homes on 75% of lots in the Phase 1 Real Estate have been issued certificates of occupancy. The remainder of the roadway capital costs shall be collected after homes on 75% of the lots in the Phase 2 Real Estate have been issued certificates of occupancy.
 - b) Sanitary Sewer: All capital costs for sanitary sewer improvements in the amount of \$45,720 shall be paid prior to commencement of construction of any improvements to the Real Estate.
 - c) Storm Sewer: The City is responsible no more than \$40,000 of storm drainage facility improvement in the Powell Avenue Right Of Way to convey stormwater to the Kinnikinic River. The City will reimburse others \$20,711 for work performed in 2025 to oversize storm sewer between Woodridge Drive and Legend Lane. The remainder of \$19,289 shall be paid to the Developer upon installation of additional storm sewer on Powell Avenue.
- 2) Developer shall plant, at its cost, a minimum of one tree for each 40 feet of street frontage, per section 16.12.020 of the Municipal Code, in accordance with the approved Master Landscape Plan. The Developer shall bond for installation of landscape or deposit funds into a tree escrow with the City as follows:
 - a) Bond or Escrow Amount. The bond amount for development trees is calculated based on the number, size (caliper), and species of required trees. Costs reflect current rates based on the delivery, installation, and maintenance of a 2-inch caliper tree. Based on the exhibit provided to the City by the Developer titled “Landscaping Exhibit - Overall,” the Developer will bond (the “**Development Trees Bond**”) for \$450 per tree to be installed with development work (the “**Development Trees**”). The Development Trees Bond shall list the City as a beneficiary and shall be in a form satisfactory to the City. The Development Trees Bond accounts for a total of 33 Development Trees to be installed during development of the Real Estate, for a total of \$14,850 (the “**Tree Bond Amount**”). The Development Trees Bond shall be in the Tree Bond Amount. The remaining trees

described in the SIP and Landscaping Exhibit – Overall (the “*Homebuilding Trees*”) shall be installed by the City with funds deposited by Developer into escrow with the City. It is anticipated that 73 Homebuilding Trees will be installed, totaling \$32,850. Based on 45 homesites, the landscape escrow shall be \$730 per lot (the “*Homebuilding Tree Escrow*”) due at building permit application and shall be paid by Developer to the City.

- b) Timing of Payment. The Development Trees Bond shall be delivered to the City by Developer within thirty (30) days of approval of the Plat for the Phase 1 Real Estate. The Homebuilding Tree Escrow will be collected at building permit application on a lot-by-lot basis and delivered by the Developer to the City. No building permit will be issued for a lot unless the Homebuilding Tree Escrow for that lot has been paid by Developer to City. No work may commence on the Project until the Development Trees Bond has been delivered to the City. The Tree Bond Amount associated with the Development Trees Bond shall be reduced down to 20% of original amount upon inspection by the City which determines all such Development Trees have been satisfactorily installed as determined by the City. The remaining Development Trees Bond shall be fully released upon completion of a successful 1-year warranty period for all Development Trees installed.
 - c) In the event funds remain in the Homebuilding Tree Escrow for the any reason (e.g., due to site limitations fewer trees were able to be planted), the City may utilize such funds for any purpose related to trees or forestry on the Real Estate, including without limitation reserving funds in case trees die after any 1-year warranty or for future tree improvements to parks and other spaces dedicated to the public.
- 3) Developer shall pay \$25.76 park dedication impact fee (cash in lieu of land) per residential unit to be collected at the time of building permit issuance.
 - 4) Developer shall pay to City Eighty-Six Thousand One Hundred Forty-Three Dollars and Twenty-Five Cents (\$86,143.25) within thirty (30) days of approval of the Plat associated with the Phase 1 Real Estate. Upon receipt of said funds, the City shall sign contract for playground installation with Midwest Playscapes and remit payment in the amount of Eighty-Six Thousand One Hundred Forty-Three Dollars and Twenty-Five Cents (\$86,143.25) to Midwest Playscapes. Said amount shall be credited toward the Developer’s park dedication obligation, specifically as cash in lieu of land. In the event the actual cost of the improvements exceeds the estimated amount set forth herein, the Developer shall be solely responsible for payment of any such excess costs and shall reimburse the City for the full amount of such overage, which shall be credited towards the park dedication requirements. Developer shall supervise the installation of the playground equipment. Developer shall pay impact fees consistent with the attached Exhibit D-1.

Exhibit D-1
Impact Fees

Wildflower Meadows Subdivision						
Number of Units (single and two-family)		92				
Cash Dedication per Unit	\$	780.00				
Park Impact Fees Per unit	\$	577.28				
Cash Dedication	\$	71,760.00				
Park Impact Fees	\$	53,109.76				
Total	\$	124,869.76				
Park Land Dedication						
Central Park		13,214	square feet			
Northwest Park		14,808	square feet			
Total		28,022	square feet			
Total		0.64	acres			
Estimated Market Value	\$	37,000.00	per acre			
Estimated Value of Land Dedication	\$	23,801.97				
Cost of Improvements						
Central Park	\$	86,143.25	per Midwest Playscapes quote dated 2/5/26			
Two trail segments	\$	12,555.00	per JBP Land estimate (via email) dated 11/18/25			
Total	\$	98,698.25				
Total Park Fees	\$	124,869.76				
Total Improvement Costs	\$	98,698.25				
Estimated Value of Land Dedication	\$	23,801.97				
Remaining fees to be collected	\$	2,369.54				
Amount per building permit	\$	25.76				

Exhibit E

Memorandum of Development Agreement
(see attached)

[Exhibit E]

**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

276-1170-05-000
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 54702-10

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 JPB Land LLC, a Minnesota 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.
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]

Exhibit A
Legal Description of Property

For informational purposes only:
Tax Parcel No.

[Exhibit A]



MEMORANDUM

TO: City Council
FROM: Dan Toland, Mayor
DATE: March 10, 2026
TITLE: **MAYOR'S APPOINTMENTS TO BOARDS AND COMMISSIONS**

RECOMMENDED ACTION

Consideration of the following appointments:

River Falls Library Board of Trustees

Reappointment of Rebecca Ferguson and Kari Heinselman through 2029

Historic Preservation Commission

Appointment of Morgan Paavola through 2028



Administrator’s Report

March 24, 6:30 p.m. – Council Meeting

April 14, 6:30 p.m. – Council Meeting

COMMUNITY DEVELOPMENT

Ensure sustained (re)development of the city from the prospect stage through construction

- Brookgreen – Occupancy granted for Buildings 1, 2, 3, 4 and 5 and Clubhouse. Buildings 6-10 are under construction.
- Oak Hill – 1 permit issued, 2 COs issued.
- Construction for the Sycamore Two senior housing and 4 duplexes project has begun.
- Council approved the Specific Implementation Plan and Final Plat for the first phase of the Wildflower Meadows subdivision on Powell Avenue at N. Winter Street at their meeting on February 24, 2026.

• BUILDING PERMITS ISSUED				
Permit Type	FEBRUARY	YTD	Permit Value FEBRUARY	Permit Value YTD
Building Permits	9	20	\$1,031,500	\$1,950,950
New Home Permits	1	5	\$300,000	\$1,240,000

Library renovations

- Phase II of the library remodel is substantially complete and includes conference room expansion and the Teen Center and Children’s room and is approximately 2/3 complete.

Fire Station Building

- Fire Station demolition began the week of February 9th and is ongoing. .

Safe Streets Action Plan (will be completed in 2026)

- Staff is planning a coordination meeting with representatives from St. Croix and Pierce Counties.
- The Safe Streets Task Force Meeting No. 3 is scheduled for March 23.

Downtown Project

- Staff are conducting an inventory of opportunities and issues to understand existing conditions in the downtown area. As part of this effort, Toole Design did an analysis of the Riverwalk and the alley between Main Street and Second Street for opportunities and challenges related to alley usage, business access, utility relocation, and placemaking. The study includes recommendations for future usage, improved business access, utility locations, stormwater management, wayfinding, and placemaking both during and after the reconstruction of downtown public infrastructure. Staff will present these findings to Plan Commission on March 3, 2026.
- Staff worked with Merchant Macintyre on potential downtown reconstruction grant funding sources, primarily a Federal USDOT Better Utilizing Investments to Leverage Development (BUILD) grant. As part of this effort, the Utility Advisory Board approved a resolution supporting replacement of select water, wastewater, and electric utilities as part of a comprehensive downtown reconstruction project. The BUILD grant was submitted on February 23, 2026; we expect to learn if the project is awarded sometime in summer 2026. Staff will provide an overview of the downtown project to Plan Commission on March 3, 2026.

Hoffman Basin Study

- The consultant provided a final copy of the Hoffman Basin Study.

Conservation and Parks Division

- Staff have been working with the National Park Service (NPS) to create a Kinni River Greenway

Recreation Plan to further develop plans in three core areas, including: Funding, Branding, and Communications.

- The 2026 Parks and Recreation Activity Guide will be published on Friday, March 06 and online registration will open Monday, March 09.

Division Street crosswalks

- Staff is working with UW-Madison to develop conceptual plans for improved pedestrian crossings on East and West Division Street to provide safer access to DeSanctis and Hoffman Parks, respectively.

Stewardship of Public Infrastructure

- The 2026 Mill and Overlay project is out for bid. The project includes a mill and overlay on portions of Paulson Road that are significantly deteriorated.

Mapping

- Map of [available sites](#) for development
- Map of [active development](#) projects map

POLICE DEPARTMENT

Training

- February 8-11th – 2026 WPLF Winter Training Conference & Expo – Chief Young
- February 9-20th – New Detective Training-Conducting a Professional Investigation – Inv Steve Thomas
- February 18-20th – Active Threat Integrated Response Conference – Sgt Denton Anderson
- February 18th – Emergency Response Unit (ERU) Training – Sgt Walker, Sgt Rudesill
- February 23-26th – Computer Information Systems (CIS) Training – All department personnel

FIRE DEPARTMENT

Currently, we are unable to provide the additional data details for call volume that were previously provided. This is due to the transition from NFIRS to NERIS data reporting. This national change, which took effect on January 1, 2026, has significantly altered how incident data is collected, structured, and reported. As a result, we do not yet have access to the same reports or data views that were previously available under NFIRS. We are currently working through this transition and continuing to validate data accuracy under the new system. Once these issues are resolved and reporting stabilizes, we will be better positioned to provide additional data details. Thank you for your understanding as we work through this system change.

Run Volume

- In February 2026, we responded to a total of 30 calls for service, which compares to 31 calls for the same period in 2025. Year to date: 2026 = 65 calls; 2025 = 64 calls.

Activities/Highlights

- Fire Station Demolition: Demolition continues to move forward and remains on track.
- 2026 Strategic Focus Launched: Introduced our key priorities to raise the bar and strengthen service delivery:
 - Level Up Customer Service - Serve with Purpose!
 - Pride & Ownership Reset - Own It!
 - Consistency & Standardization - One Department, Unified!
 - Organize for Efficiency - Order Creates Readiness!
 - Improve the Fleet - Built to Respond!
- Community Outreach Cards: Implemented “We’re Here for You” cards on apparatus to provide citizens with contact information during incidents.
- Boot Cover Initiative: Began using protective boot covers, when appropriate, during non-emergency calls to show professionalism and respect for residents’ homes.

UTILITIES

Electric

- Installed three new underground services.
- Zielies Tree Service is here trimming around overhead lines south of Cascade Ave.
- Transmission line inspections are nearly complete.
- Large outage on the North Substation caused by a tree on Xcel's transmission line.
- Overhead and underground inspections have started for 2026.
- Nothing new on Brookgreen, Sycamore and the fire department.
- Cleaning up our equipment and material storage areas, specifically cold storage.
- Installing pallet racking and reel racking in the old paint bay which was removed by public works.
- Routine maintenance was done as needed on the electric system.

Customer Service

- Moratorium began November 1 and ends April 15, so no residential customers were disconnected in February. There were 15 business disconnection letters sent out on February 6 to those businesses with past due amounts reflecting the threshold of \$250.00 or more. One email and three personal calls were made to business customers on February 13 to discuss past due balance(s) and work out a payment arrangement. No businesses were disconnected in the month of February.
- Customer Service staff sent past due reminder letters to 368 residential utility customers with a past due balance of \$250 or more. Within these letters, River Falls Municipal Utilities offered our customers the phone number and website to Energy Assistance (West CAP) to start the application process before disconnection season begins in April.
- As in the month of January, many dog owners came in to renew their dog licenses.
- Customer service scheduled 63 water service requests of which 51 were water meter exchanges in the month of February.

Engineering Technician Work

- Mapped 5 AMI meters changes.
- 3 plan reviews (Sterling Ponds Lot C Preliminary, Cinnaire SIP Re-Submittal, Wildflower Meadows SIP Re-Submittal)
- 2 Training Sessions (Confined space and hearing safety training, Diggers Hotline webinar)
- Worked with Leica to resolve GPS issues.
- Got mailing list and map books to electric superintendent for Area 3 tree trimming.
- Sent survey company requested as-built information for possible project.
- Performed sewer lateral repair inspection
- Met with MSA to look at print density/color map issue.

Water department

- Continuing meter appointments for AMI water meter changeouts.
- David, Brent and Thomas took some classes to help apply for advanced wastewater credits and additional credits.
- The team has started dye testing some private sewer laterals for our upcoming sewer lining project. This helps us identify which laterals are active, so when we pull the liner through the sewer main, we know which laterals to cut out.
- The team has started replacing most of the chemical lines at each well. We generally do this on a 1 to 2-year replacement basis, depending on the condition of the lines.
- The team continued to hang more tags in hopes of getting more customers to call in to change out their water meter.
- The team sat in an online prevention of aging infrastructure training.
- Angelina gave the team a confined space classroom training.
- Some people of the team have taken their annual hearing tests.

Wastewater

- The team sat in on a screw press training provided by Burt Mason the Screw Press Operations Lead with Schwing Bioset
- Cold water polymer expected to be delivered to dryer 2/26/26
- Dean should finish all Lock Out Tag Out (LOTO) for WWTP, Wells and Boosters by the end of the month.