COMMON COUNCIL AGENDA
March 28, 2023

The public may view/listen to the meeting by:
- Calling Toll Free 1-844-992-4726, access code: 263 145 65396
- Visiting the web link: https://tinyurl.com/rfcc32823
- 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 – March 14, 2023, Regular Minutes
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).

2. April 4th St. Croix County Public Safety referendum information - Ken Witt, St. Croix County Administrator

3. Mann Valley Updates Presentation

PUBLIC HEARING:
6:31 p.m.
4. Ordinance 2023-03 - An update to the City’s Comprehensive Plan, to replace the 2005 Comprehensive Plan – Second Reading and Disposition
   a. Resolution Adopting the 2023 Outdoor Recreation Plan
   b. Resolution Adopting the 2023 Bike and Pedestrian Plan

6:32 p.m.
5. Ordinance 2023-04 – Annexation of land and right-of-way in the Town of Troy to the City of River Falls (Parcel Identification Numbers (PIDS) 040113010000 and 040113295025 at County Highway U and County Highway M); and applying a Zoning Classification of A – Agriculture District – First Reading

6:33 p.m.
6. Ordinance 2023-05 – Annexation of the western portion of land and right-of-way in the Town of Troy to the City of River Falls (Parcel Information Number (PID) 040113295101 on County Highway M); and applying a Zoning Classification of R-3 Multifamily (High Density) Residence District to the westernmost portion and C – Conservancy District to the eastern portion of the annexation area – First Reading
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CONSENT AGENDA:
7. Acknowledgement of the following minutes:
   a. Park and Recreation Advisory Board – 2/15/2023
   b. Library Board – 1/9/2023; 2/6/23
   c. Plan Commission – 2/7/23
   e. BID Board – 1/10/23
8. Resolution Approving the Specific Implementation Plan for Oak Hill
9. Resolution Approving the Preliminary Plat for Oak Hill
10. Resolution Approving the Development Agreement for Oak Hill
11. Resolution Approving the Specific Implementation Plan for The Current
12. Resolution Approving the Development Agreement for The Current
13. Resolution Directing Staff to Make a Reasonable Accommodation for a Group Home at W9194 Hwy 29
14. Resolution Approving Purchase of Taxi Vehicle
15. Change of Agent for Tattersall Companies, LLC.
16. Resolution Approving Uncollectible EMS Accounts for Fiscal Year 2022

ORDINANCES AND RESOLUTIONS:
17. Resolution Amending the City’s Uncollectible Policy

REPORTS:
18. Comptroller’s Report

CLOSED SESSION:
19. Recess into Closed Session per Wisconsin State Statutes for the following purposes:
   § 19.85(1)(c) “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:
20. 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 accommodations should be made at least three (3) business days in advance of the meeting. Every effort will be made to arrange accommodations.

Posted at City Hall 3/17/23; Publish: The Pierce County Journal: 3/22/23
March 14, 2023

Council President Scott Morrissette called the meeting to order at 6:30 p.m.

City Council Members Present: Mayor Dan Toland, Jeff Bjork, Nick Carow (virtual), Sean Downing, Diane Odeen

Members Absent: Alyssa Mueller, Todd Bjerstedt, Scott Morrissette

Staff Present: Assistant City Administrator Jason Stroud; City Attorney Chris Gierhart; IT Specialist Jonathan Thoen; Police Chief Gordon Young; Utility Director Kevin Westhuis; Assistant to the City Administrator Jennifer Smith; Management Analyst Fellow Ellen Massey; Community Development Director Amy Peterson; Police Services Specialist Supervisor Ailene Splittgerber; Fire Chief Steven Cash; Officer Derek Hokkanen, other police staff

Others: Gary Donath, others

APPROVAL OF MINUTES
February 28, 2023, Workshop and Regular Minutes
MSC Odeen/Bjork move to approve minutes. Unanimous.

APPROVAL OF BILLS:
Bills: $2,429,842.62
MSC Downing/Bjork move to approve bills. Unanimous.

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:
There was none.

Officer of the Year Presentation
Officer Derek Hokkanen was presented with the 2022 Officer of the Year award. Gary Donath, Police and Fire Commission, read a statement about Officer Hokkanen. Hokkanen accepted the award saying it was an honor, and he appreciated it. Police Chief Young expressed his appreciation and thanked the mayor and council for their support.

PUBLIC HEARING:
Ordinance 2023-03 - An update to the City’s Comprehensive Plan, to replace the 2005 Comprehensive Plan – First Reading
At 6:37 p.m., Mayor Toland moved into a public hearing. With no public comments, the mayor closed the public hearing and moved into Open Session and asked if council had questions.

Alderperson Downing said there was a lot of good work that went into the comp plan. He was curious about if there would be a vision statement from the library. He knows departments work differently and the library is unique in that sense. They are in the middle of doing a master plan. It would be good to capture what their board’s community vision is and all the public input they have collected and reflect that in our comprehensive plan if possible. He asked Assistant City Administrator Stroud if that was something we can do.
Stroud understood his question to be if a vision statement from the library could be included in the comprehensive plan. He noted the community development director is here and hears your question. He can talk with her after. He believes the library stakeholder input has been incorporated throughout the engagement process. He isn’t sure the comprehensive plan blueprint allows itself to incorporate vision statements from the many different stakeholder organizations and departments. We can again verify that the library’s future and importance in the community is incorporated into comprehensive plan.

Downing thanked Stroud. He is on the library board and has heard different opinions of board members saying they didn’t feel they were included. It wouldn’t take much to get a vision statement that is more comprehensive to what they are seeing and in the middle of. He knows it’s difficult because they are in the middle of it.

Alderperson Odeen responded saying she has reviewed the comprehensive plan periodically through the last 18 months and believes the library’s concerns are addressed in the comprehensive plan which is mostly a document about future growth and land use and a 60,000’ vision for the city. She would have a problem if we preferred the library over other city departments by focusing on them. She is sure their planning documents will come before council. She’d love to hear more about them but is not sure the comprehensive plan is the ideal place for that.

Downing responded saying it would be a mistake not to have more input from the board. He doesn’t like the walls that separate the buildings and thinks it is important to have a shared team approach.

**CONSENT AGENDA**

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 6753</td>
<td>Referring a Request for Rezoning in the Extraterritorial Zoning Area to the Extraterritorial Zoning Committee (PID 022010310100 in the Town of River Falls)</td>
</tr>
<tr>
<td>No. 6754</td>
<td>Referring an Annexation Petition to the Plan Commission for the properties at 99 Highway 35 and 101 Highway 35</td>
</tr>
</tbody>
</table>

**MSC Odeen/Downing moved to approve the Consent Agenda. Unanimous.**

Alderperson Bjork asked Mr. Rodewald and Ms. Smith had anything to share. They did not.

**REPORTS:**

Administrator’s Report
Stroud shared information about signing up for recreation programs, absentee voting, and library programs.

Alderperson Bjork said Glen Park will be celebrating its 125th anniversary this summer.

Alderperson Carow thanked Stroud for the report. He thanked city staff for their work in keeping clean city streets. He congratulated the Officer of the Year. He talked about comprehensive plan and asked people to read the report to learn more.

**MSC Odeen/Downing move to adjourn at 6:46 p.m. Unanimous.**

Respectfully submitted,

Kristi McKahan, Deputy Clerk
MEMORANDUM

TO: Mayor Toland and City Council
FROM: Amy Peterson, Community Development Director
DATE: March 28, 2023
TITLE: An Ordinance to Adopt the Comprehensive Plan Under WI Statutes 66.101
A Resolution Adopting the 2023 Outdoor Recreation Plan
A Resolution Adopting the 2023 Bike & Pedestrian Plan

RECOMMENDED ACTION(S)
2. Approve the ordinance to adopt the Comprehensive Plan under WI Statutes 66.101
3. Approve the resolution adopting the 2023 Outdoor Recreation Plan
4. Approve the resolution adopting the 2023 Bike & Pedestrian Plan

INTRODUCTION
The update to the 2005 City of River Falls Comprehensive Plan, the 1995 Outdoor Recreation Plan and the 1995 Bicycle and Pedestrian Plan, began in 2021 when the City released a Request for Proposals to hire a consultant to assist with the project. The City had decided to complete an update to the comprehensive plan, the bicycle and pedestrian plan and the outdoor recreation plan together, thereby capitalizing on public outreach for all three plans at once. October 12, 2021, City Council approved resolution No. 6607 awarding the contract for the comprehensive plan and outdoor recreation plan to SRF Consulting Group. The Bike & Pedestrian Plan followed under a separate resolution due to the WisDOT grant funding, with consultants SRF Consulting Group and Alta Planning + Design. On January 11, 2022, the Council approved resolution No. 6642 approving the public participation plan for the comprehensive plan and companion plans. These three plans are vital to the future of the City’s vision and growth as a community and the process was branded Focus River Falls.
A Comprehensive Plan is a local government’s master plan for how the community should change in the future. The plan provides details of the community’s physical, social, economic land development and more, and the plan provides a rational basis for local land use decisions with a 20-year vision for future planning. The Wisconsin Comprehensive Planning Law does not mandate how a local community should grow, but it does require public participation at the local level, and it requires that at minimum the following nine elements be addressed in the plan: issues and opportunities, housing, transportation, utilities and community facilities, agricultural, natural and cultural resources, economic development, intergovernmental cooperation, land use and implementation. The Statute also requires that comprehensive plans be updated no less than once every ten years, however it does not define “update”.

Both the “companion plans” – the Outdoor Recreation and Bike & Pedestrian Plan, provide vision and connection opportunities throughout the community. The Outdoor Recreation Plan explores the existing outdoor recreation system and resources and anticipates future needs and demands. Most importantly it identifies actions for the City to implement the community’s outdoor recreation vision over a short- and long-term horizon. Using active modes of transportation like walking and bicycling, positively impacts both the individuals using those modes, and the community around them. The vision for the Bike & Pedestrian Plan is that walking and biking are comfortable modes of transportation that connect people of all ages and abilities to one another and to everyday destinations via safe, accessible infrastructure. To implement this vision the plan provides linear and node location projects as well as policy implementation steps.

Due to the large size of all three plans, they are provided at the links below for review, and are not included in this Council packet.

- Comprehensive Plan
- Outdoor Recreation
- Bike and Ped

BACKGROUND
Public engagement and outreach was extensive for the Focus River Falls planning process. During the 15-month planning process over 15,000 touchpoints were tracked by staff and the consultant. These interactions were over a broad spectrum of events and included both in person and online interactions. Tools and activities used included online engagement through EngageRF.org, Steering Committees, open houses, surveys, pop up events, National Community Survey data, outreach presentations to community groups and the townships, focus group meetings, direct mailings, council workshops, festival booths, direct outreach to marginalized community members, and community tours.

Early in the process Steering Committees were set in place whereby the Plan Commission would serve as the steering committee for the comprehensive plan and would provide the oversight to the companion plans. The Park Board, served as the steering committee for the outdoor recreation plan and a newly created ad-hoc Bicycle and Pedestrian steering committee shepherded the bike and pedestrian plan. The Plan Commission met monthly to review drafts, provide input and information to the comprehensive planning process. They also were provided updates on the companion plans and reviewed and recommended those draft plans to council for approval.
Memorandum to Mayor and City Council  
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ANALYSIS

Comprehensive Plan

Throughout the engagement process three foundational principles were identified and incorporated throughout the plan:

- Social and Physical Connections – Enhancing the social and physical connectedness between people.
- Recreation – Natural resources and recreation opportunities are important to residents and therefore this plan works to protect, maintain, and enhance these natural areas, while providing community access to these amenities.
- Resilience – Resiliency planning will help protect the long-term sustainability of the community, thereby protecting the quality of life for residents into the future.

Early on, goals were drafted for the plan and throughout the process they were edited and refined until six goals were shaped that focus on the following: Connection, Livability, Access, Resources, Partnerships and Resiliency. The six goals are as follows:

- River Falls is a welcoming community that incorporates equity and inclusion into decision making, thereby creating opportunities for everyone to connect and thrive.
- River Falls supports livability through intentional growth management policies and development standards, quality and diverse housing stock and local businesses that together support a strong connection to place.
- River Falls has accessible transportation infrastructure for people to safely, sustainably, and efficiently move throughout the city and in the region using varied modes of transport.
- River Falls prioritizes natural and cultural resources and outdoor recreation to increase opportunities that support healthy lifestyles.
- River Falls has mutually beneficial relationships with the community, organizations, educational institutions, and state/regional agencies.
- River Falls has a resilient system of infrastructure, community facilities, and utilities that ensure the health, safety, and welfare of the community and preserve quality of life for future generations.

Key concepts for each of the elements include the following:

<table>
<thead>
<tr>
<th>Element</th>
<th>Key Concepts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing</td>
<td>Missing Middle Housing, Affordable Housing</td>
</tr>
<tr>
<td><strong>Agricultural, Natural &amp; Cultural Resources</strong></td>
<td>Green Corridors and Recreational Connections, Historic Preservation, Local Food Access</td>
</tr>
<tr>
<td>Economic Development</td>
<td>Small and Local Business Support, Workforce Development and Attraction</td>
</tr>
<tr>
<td>Transportation</td>
<td>Community Transit Options, Regional Connections, City Loop</td>
</tr>
<tr>
<td>Utilities and Community Facilities</td>
<td>Utility Planning, Sustainable Infrastructure</td>
</tr>
<tr>
<td>Recreation</td>
<td>Recreational Tourism, Public Health</td>
</tr>
<tr>
<td>Intergovernmental Cooperation</td>
<td>Agreements and Directives</td>
</tr>
<tr>
<td>Land Use</td>
<td>Urban Area Boundary Updates, Increased Residential Density, Mixed-Use Development, Development Regulations, Community Connectivity</td>
</tr>
</tbody>
</table>
All elements of the comprehensive plan are important; however, the Land Use section of the plan is arguably the most used and has the most impact over time, thus additional information is provided on each of the land use key concepts below.

<table>
<thead>
<tr>
<th>Concept</th>
<th>Why Is This Important?</th>
<th>How do we Achieve Success?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urban Area Boundary Updates</td>
<td>• Defines the outward growth focus area</td>
<td>• Review growth policies and statutory growth boundaries every 5 years</td>
</tr>
<tr>
<td></td>
<td>• Expanded from the current Plan</td>
<td>• Complete, review or modify cooperative agreements with Towns</td>
</tr>
<tr>
<td>Increased Residential Density</td>
<td>• Increases the maximum density beyond 12 units per acre</td>
<td>• Update zoning categories to support density increases and dimensional standards</td>
</tr>
<tr>
<td></td>
<td>• Focuses increased density within the core of the community</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Supports mixed use development</td>
<td></td>
</tr>
<tr>
<td>Mixed Use Development</td>
<td>• Supports reinvestment opportunities through the community</td>
<td>• Update ordinance to allow mixed use development</td>
</tr>
<tr>
<td></td>
<td>• Introduces new development form</td>
<td>• Develop a Main Street Corridor Plan</td>
</tr>
<tr>
<td></td>
<td>• Supports the guidance of existing plans</td>
<td></td>
</tr>
<tr>
<td>Development Regulations</td>
<td>• Provides increased guidance for the look and feel of development</td>
<td>• Explore zoning ordinance amendments including performance standards and form based code concepts</td>
</tr>
<tr>
<td></td>
<td>• Supports existing identity</td>
<td></td>
</tr>
<tr>
<td>Community Connectivity</td>
<td>• Support mobility and connection in the core of the community</td>
<td>• Implement the recommendations of the Bike and Pedestrian Plan</td>
</tr>
<tr>
<td></td>
<td>• Physically connect spaces and destinations to support recreation and economic development</td>
<td>• Support community connectivity through the implementation of the community loop concept</td>
</tr>
</tbody>
</table>

The implementation chapter will provide guidance to achieve the goals identified in the plan. The guidance includes actions, policies, and initiatives for each element to guide the
development of workplans for future years. Implementation actions fall into four general categories:

- Regulatory – development of a policy or ordinance
- Program – creation or maintenance of a program
- Planning – action that requires additional planning or exploration for implementation
- Guidance – general guidance to be considered during the decision making process

Supporting goals, complexity, benefit, community partners and lead department/division & lead committee are included to help support the decision-making process and implementation.

Outdoor Recreation Plan
This plan set key themes and goals for the outdoor recreation system with recommendations for implementation rooted in the existing park inventory and needs assessment that were completed as part of the planning process.

<table>
<thead>
<tr>
<th>KEY THEME</th>
<th>OUTDOOR RECREATION GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Facilities</td>
<td>River Falls has a well-maintained system of existing parks that include a variety of amenities and activities that serve the recreation needs of the community and visitors.</td>
</tr>
<tr>
<td>Existing Facilities and New Facilities</td>
<td>River Falls maintains active partnerships with the community and agencies to respond to emerging and changing recreation trends and needs.</td>
</tr>
<tr>
<td>Green Corridors</td>
<td>River Falls has a network of green corridors that include natural resources and community spaces that create opportunities to maintain and enhance resources and enhance social and recreational capital.</td>
</tr>
<tr>
<td>New Facilities</td>
<td>The River Falls Park System includes spaces for the community to gather and recreate in many forms, prioritizing spaces that create opportunities to connect with people and resources.</td>
</tr>
<tr>
<td>Resources</td>
<td>The River Falls Park System balances recreational needs, social opportunities, cultural celebration, and public art opportunities into its park infrastructure.</td>
</tr>
<tr>
<td>Overall System</td>
<td>River Falls has a park system that is accessible to all and provides spaces for people to connect and recreate in a manner that meets their needs – from organized sports to social celebrations.</td>
</tr>
<tr>
<td>Overall System</td>
<td>River Falls focuses on maintenance and operations of its existing investments to ensure safe, equitable, and accessible recreational opportunities for all.</td>
</tr>
</tbody>
</table>

Implementation of the Plan includes items specific to the Sterling Ponds Park, Glen Park, Hoffman Park, the Kinni Corridor, and park and recreation areas overall. The overall recommendations include key items such as:

- Increasing accessible play features in parks
- Diversifying traditional and natural elements within park designs
- Implementing a green corridor concept to connect parks and open spaces throughout the community
- Continue the great recreation programming that is a standard for the City
- Maintain the active collaborations with our partners to ensure recreation opportunities in the future
- Further implement facility planning and maintenance for our system
- Focus future planning on regional park needs
- And ensure the plan is updated every five years to stay eligible for State funding opportunities
Bike & Pedestrian Plan
This plan outlines steps the City can take to make the plan’s vision a reality, including policy and program changes, and improvements to streets. The City can achieve some quick wins while taking steps toward implementing more complex and significant changes. Taking advantage of future opportunities created by street paving, new development and partner organizations will help improve active transportation in the City. The top three highest scoring projects in the plan include:

<table>
<thead>
<tr>
<th>Location</th>
<th>Recommendation</th>
<th>Complexity</th>
<th>Priority Score</th>
<th>Miles</th>
<th>Implementation Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>S Main Street</td>
<td>Protected bike lane</td>
<td>High</td>
<td>6</td>
<td>1.4</td>
<td>Reconstruction candidate</td>
</tr>
<tr>
<td>E Cascade Avenue</td>
<td>Shared use path</td>
<td>High</td>
<td>6</td>
<td>0.8</td>
<td>Potential opportunity for a quick-build or demonstration protected bike lane on the north side of the street (would require parking adjustment)</td>
</tr>
<tr>
<td>W Cascade Avenue</td>
<td>Buffered bike lane</td>
<td>Medium</td>
<td>6</td>
<td>0.2</td>
<td>Parking or turn-lane adjustment to create room for buffered bike lane</td>
</tr>
</tbody>
</table>

These projects will have significant impact but are more complex to implement. Quick wins in the plan include project that are less complex but are likely to have significant benefits. They include the following, and more are included in the plan.

- **State Street, Falls Street, Johnson Street/Sycamore Street/Kennedy Street, Spring Street, S Winter Street, and W Maple Street**: Sign and implement traffic calming to create bicycle boulevards.
- **W Division Street**: Stripe and sign a conventional bike lane.
- **Second Street, E Division Street, and S Winter Street**: Stripe and sign a buffered bike lane.
- **N Main Street north of Division Street**: Quick-build construction of a protected bike lane.
- **Crescent Street and E Cascade Avenue, and crossings of S Main Street with Spring Street, W Park Street, Johnson Street, and Foster Street**: Enhance crossings with tools like quick-build curb extensions and median islands.
- **S Wasson Lane**: Construct shared use path and intersection improvement at E Cascade Avenue (currently in design).
- **Sidewalk infill**: Where funding has been secured (e.g., Johnson Street/Sycamore Street/Kennedy Street).

Policy and program actions are also included in the implementation plan.
MAJOR CHANGES & POLICY IMPACTS

Comprehensive Plan

Since the City Council last reviewed the plan in January, modifications have been made based on public comment and further staff review during the month of February. The following is a list of major modifications, not including scriveners’ errors, formatting changes, or minor shifts.

- Future Land Use Plan and Urban Area Boundary – After further staff review and consultation, the extraterritorial subdivision boundary (ESB) was added to the future land use map. Staff discussed whether to push out the urban area boundary (UAB) and decided instead to add the subdivision boundary and the addition of a new land use category for the areas between the UAB and ESB. The new City Edge Growth Preservation land use is intended to recognize these future growth areas and support the preservation of existing uses. Clarity was also added to the chapter to ensure that the development constraints map is used in conjunction with the future land use map.

- Increased density – The future land use map was modified to increase density in future development areas near the City limits.

- More details added – More details have been added throughout the plan to provide better context and scope to the City. For example, metrics were added to the utilities and community facilities chapter to highlight current programs and activities within the community.

- DE&I added – Diversity, equity and inclusion is further emphasized in the economic development section of the plan to further promote future workforce needs.

- Small Area Plans – Have been modified and text descriptions have been provided for each plan.

- Technical Memorandums – Further reference to the technical memorandums have been added throughout the plan chapters.

- Implementation – Further clarity has been provided in the implementation section with a “jump start” list of projects to get started on in the next couple years. Additionally, eight or so implementation items have been added to the chapter.

Assuming adoption of this plan, implementation impacts and policy shifts are anticipated in the following priority areas:

- Zoning changes to increase development density in the City and change the look of development in the future through tools like design standards and form based codes.

- Increased safety and connectivity throughout the community for those choosing to move by walking & rolling and bicycling. Additional connectivity through green corridor connections in the future.

- Focus on supporting business operation in the City and expanding corporate park development to balance the City’s economic foundation.

- Support natural and cultural resources and the community’s sense of place and identity through various planning and programming efforts.

- Focus on water whether it be drinking water, stormwater or wastewater treatment, ensuring we have the systems in place to maintain access to clean water for people and the Kinnickinnic River.

- Utility planning for the future systems to ensure we’re able to support growth and development.

- Continue to work with our partners to further our goals.

- Ensure our ample park and recreation areas are maintained and expanded as our population expands.
Help developers expand the City’s housing options to assist in affordable housing. Create programs and regulations to assist with the housing need.

**Outdoor Recreation Plan and Bike & Pedestrian Plan**

No significant changes to either of the companion plans were made since the Council last reviewed these documents.

Policy impacts in the Outdoor Recreation Plan include the green corridors concept, increasing accessibility in parks, continuing to prioritize parks and recreation in the City, implementation of the Kinni Corridor Plan recreation recommendations, setting City standards for park, recreation and open space facilities and maintaining them to set standards, continue to monitor a future community center, purchase and develop additional pocket parks and trail connections.

Policy impacts for the Bike & Pedestrian Plan include the following and more:

- Revise the subdivision and zoning ordinances to align with plan goals
- Develop a complete streets policy to prioritize walking and biking in the City
- Increase staff capacity for plan implementation
- Create a designated pool of funds to close short gaps in the walking and biking networks
- Coordinate with WisDOT around the creation of a bike/ped connection from the STH 65 interchange to N Main Street

**CONCLUSION**

On February 15th the Park and Recreation Advisory Board met and reviewed the draft Outdoor Recreation Plan. They unanimously approved forwarding the Plan with positive recommendation. The Bicycle and Pedestrian Steering Committee met on February 23rd and unanimously approved forwarding the Plan with positive recommendation. These two plans and the draft Comprehensive Plan were reviewed by the Plan Commission on March 7th and with unanimous approval the Plan Commission forwarded all three plans with favorable recommendation to the City Council.

The Steering Committees, the Plan Commission and city staff recommend approving the Focus River Falls plans.
ORDINANCE NO. 2023-03

AN ORDINANCE TO ADOPT THE COMPREHENSIVE PLAN
UNDER WI STATE STATUTES 66.101

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

Section 1. Pursuant to WI State Statutes 66.101, the Comprehensive Plan recommended by the Plan Commission on March 7, 2023, to the City Council for adoption, is hereby adopted by the City Council as the 2023 River Falls Comprehensive Plan. The Plan is incorporated herein by reference.

Section 2. The City Clerk shall file a certified copy of this ordinance, together with a copy of the Plan to each of the entities listed in WI State Statutes 66.101.

Section 3. This ordinance shall not be codified.

Section 4. This ordinance shall take effect upon its adoption and publication as required by law.

Section 5. A copy of the Plan shall be deposited in the office of the City Clerk.

FOR THE CITY OF RIVER FALLS

_________________________
Dan Toland, Mayor

ATTEST:

_________________________
Amy White, City Clerk

Adopted: __________
Published: __________
RESOLUTION NO.

RESOLUTION APPROVING THE 2023 OUTDOOR RECREATION PLAN

WHEREAS, parks, open space and recreation facilities are vitally important to the community members and visitors to the City of River Falls; and

WHEREAS, the City of River Falls has an Outdoor Recreation Plan that was adopted in 1995; and

WHEREAS, the City has updated the plan as part of the Focus River Falls project in conjunction with the Bike & Pedestrian Plan and Comprehensive Plan updates; and

WHEREAS, an updated Outdoor Recreation Plan is required for the City to remain eligible for cost sharing aid programs administered through the State of Wisconsin; and

WHEREAS, the planning process included citizen engagement through a variety of opportunities such as meetings, surveys, public events, online engagement, and focus groups; and

WHEREAS, the Park and Recreation Advisory Board (Steering Committee) and the Plan Commission both approved forwarding the Plan to the City Council with favorable recommendations;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of River Falls hereby approves the 2023 Outdoor Recreation Plan.

Dated this 28th day of March 2023.

______________________________
Dan Toland, Mayor

ATTEST:

______________________________
Amy White, City Clerk
RESOLUTION NO.

RESOLUTION APPROVING THE 2023 BIKE AND PEDESTRIAN PLAN

WHEREAS, the City of River Falls desires to provide its citizens, with safe, convenient, and more complete bicycle and pedestrian facilities in the City to improve access connections and provide opportunities for physical activity to promote community health, safety and quality of life; and

WHEREAS, vibrant walkable and bikeable communities cultivate economic prosperity and positive neighborhood investment; and

WHEREAS, the City of River Falls received a Transportation Alternatives Program grant from the Wisconsin Department of Transportation to update the current Bicycle and Pedestrian Plan adopted in 1995; and

WHEREAS, the City hired SRF Consulting Group in conjunction with Alta Planning + Design to complete the plan update and the City Council established an Ad-Hoc Bike/Ped Steering Committee; and

WHEREAS, the planning process included citizen engagement through a variety of opportunities such as meetings, surveys, public events, online engagement, focus groups and biking and walking tours; and

WHEREAS, the Bike/Ped Committee and the Plan Commission both approved forwarding the Plan to the City Council with favorable recommendations;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of River Falls hereby approves 2023 Bike and Pedestrian Plan.

Dated this 28th day of March, 2023.

Dan Toland, Mayor

ATTEST:

Amy White, City Clerk
MEMORANDUM

TO: Mayor Toland and City Councilmembers

FROM: Emily Shively, Assistant Director of Community Development

DATE: March 28, 2023

TITLE: Ordinance regarding the annexation of land in the Town of Troy to the City of River Falls on County Highway U and County Highway M (Moelter Property)

RECOMMENDED ACTION
Adopt an ordinance approving the annexation of land in the Town of Troy to the City of River Falls and applying a zoning classification of A-Agriculture District to the subject properties.

BACKGROUND
A unanimous petition for annexation has been submitted by Gary Moelter for PIDs 040113010000 and 040113295025 on County Highway U/County Highway M adjacent to the Mann Valley Corporate Park.

Location Map (proposed annexation area outlined in blue):

The petition is to annex approximately 48.61 acres from the Town of Troy to the City of River Falls. The full legal description of the property is included with the Annexation Petition (attached).
The City’s process for reviewing this type of annexation includes multiple steps that are scheduled to occur on the following dates:

- **02/28/2023** City Council referral to the Plan Commission for review.
- **03/07/2023** Plan Commission review and recommendation to City Council.
- **03/28/2023** City Council public hearing/first reading of an ordinance to annex the property.
- **04/11/2023** City Council public hearing/second reading and disposition of an ordinance to annex the property.

**ANALYSIS**

The following factors are considered in determining whether to approve an annexation to the City per Section 19.100.030.B.:

1. **Location:** Is the location contiguous to the city?
2. **Use:** Is the present use or proposed use of the area proposed to be annexed compatible with the uses in the city adjacent to the territory proposed to be annexed?

**Location – Contiguity**

The image above shows land that is in City as highlighted with a yellow overlay. The subject parcels are contiguous to the City boundary.

**Use – Compatibility**

At this time, there is no proposal to develop the subject properties. The applicant intends to continue the agricultural use of the land until there is a business that would like to develop the land and be part of the Mann Valley Corporate Park. As such, there are no anticipated significant budget impacts or capital costs to be assessed to the annexation area at this time.
Future Land Use and Zoning Classification
The Council adopted a modified concept plan for the Mann Valley Corporate Park on June 28, 2022 (Res.6682) which shows the subject area as intended for corporate park development with an option for mixed use along County Highway M. As there are no current proposals for development, staff is recommending applying a zoning classification of A – Agriculture District to allow for the continuation of the existing use until such time as development occurs.

Mann Valley Corporate Park Concept Plan

SUMMARY
The proposed annexation area is contiguous with City boundaries and the near-term continued use of the property for agricultural purposes and the future use of the property for corporate park/mixed use is anticipated to be compatible with surrounding land uses.

PLAN COMMISSION RECOMMENDATION
Plan Commission reviewed the proposed annexation at their meeting on March 7, 2023, and unanimously recommended that the request for annexation and application of an A – Agriculture District zoning classification for the subject properties be forwarded to the City Council with a favorable recommendation.

CONCLUSION
Staff recommends the City Council approve the ordinance regarding the annexation of two parcels from the Town of Troy to the City of River Falls and applying a zoning classification of A-Agriculture District to the subject properties.
CITY OF RIVER FALLS
ORDINANCE NO. 2023-04

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

RECITALS

A. On February 7, 2023, a petition, a copy of which is attached (Exhibit A), was filed with the City Clerk of the City of River Falls seeking to annex the territory legally described in Exhibit B (the “Territory”) to the City of River Falls, Wisconsin from the Town of Troy, St. Croix County, Wisconsin pursuant to Wis. Stat. § 66.0217(2).

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

C. On March 1, 2023, a copy of the petition, including a scale map and a legal description of the Territory, was mailed to the Wisconsin Department of Administration.

D. The City has considered the advice received from the Department, if any.

E. No person currently resides within the Territory.

F. The City’s Plan Commission has recommended a zoning classification of the Territory as A Agricultural District.

ORDINANCE

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

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

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

3. Effect of Annexation. From and after the effective date of this Ordinance, the Territory shall be a part of the City of River Falls for any and all purposes provided by law, and all persons coming or residing within such Territory shall be subject to all ordinances, rules, and regulations governing the City of River Falls.

4. Ward Designation. Upon the effective date of this Ordinance the Territory shall be part of Ward No. 2 in the City of River Falls.
5. **Clerk Duties.** The City Clerk is directed to file and record copies of this Ordinance as required by statute.

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

7. **Zoning.** The Territory is assigned a zoning classification of A Agricultural District.

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

The above and foregoing Ordinance was duly adopted by the Common Council of the City of River Falls at a meeting held on April 11, 2023, by a two-thirds vote of the elected members of the Common Council.

APPROVED:

By: __________________________
Dan Toland, Mayor

ATTEST:

____________________________
Amy White, City Clerk
Petition for Direct Annexation by Unanimous Approval

We, the undersigned, constituting all of the owners of the real property in which no electors reside in the following described territory of the Town of Troy, St Croix County, Wisconsin, lying contiguous to the City of River Falls, St Croix County, Wisconsin, petition the City Council of River Falls to annex the territory described below and shown on the map below.

THE SOUTHEAST OF THE SOUTHEAST QUARTER (SEX OF SEK) OF SECTION THIRTY FOUR (34), TOWNSHIP TWENTY EIGHT (28) NORTH, RANGE NINETEEN (19) WEST, TOWN OF TROY, ST. CROIX COUNTY, WISCONSIN, EXCEPT: Commencing on the South line of the East Half of the Southeast Quarter 680.0 feet East of the Southwest corner thereof; thence North 169.0 feet; thence N23°96' E 65.9 feet; thence East 110.2 feet; thence South 229.6 feet to said South line; thence West on said South line 136.0 feet to the place of beginning, AND EXCEPT the South 265 feet of the West 397 feet of said forty, AND EXCEPT parcel in Volume 573, page 449 as document number 348396, AND ALSO EXCEPT Lot 1 of Certified Survey Map in Volume 11, page 3236, as document number 558139.

and

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW¼ of SW¼) OF SECTION THIRTY FIVE (35), TOWNSHIP TWENTY EIGHT (28) NORTH, RANGE NINETEEN (19) WEST, TOWN OF TROY, ST. CROIX COUNTY, WISCONSIN, EXCEPT the East 25 acres thereof.

Property Owner

[Signature]

Gary J. Moelter

Date

Parcel Id Numbers: 040-1130-10-000 and 040-1132-95-025
EXHIBIT B

LEGAL DESCRIPTION

THE SOUTHEAST OF THE SOUTHEAST QUARTER (SE¼ OF SE¼) OF SECTION THIRTY FOUR (34), TOWNSHIP TWENTY EIGHT (28) NORTH, RANGE NINETEEN (19) WEST, TOWN OF TROY, ST. CROIX COUNTY, WISCONSIN, EXCEPT: Commencing on the South line of the East Half of the Southeast Quarter 680.0 feet East of the Southwest corner thereof; thence North 169.0 feet; thence N23°96'E 65.9 feet; thence East 110.2 feet; thence South 229.6 feet to said South line; thence West on said South line 136.0 feet to the place of beginning, AND EXCEPT the South 265 feet of the West 397 feet of said forty, AND EXCEPT parcel in Volume 573, page 449 as document number 348396, AND ALSO EXCEPT Lot 1 of Certified Survey Map in Volume 11, page 3236, as document number 558139.

and

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW¼ OF SW¼) OF SECTION THIRTY FIVE (35), TOWNSHIP TWENTY EIGHT (28) NORTH, RANGE NINETEEN (19) WEST, TOWN OF TROY, ST. CROIX COUNTY, WISCONSIN, EXCEPT the East 25 acres thereof.
MEMORANDUM

TO: Mayor Toland and City Councilmembers

FROM: Emily Shively, Assistant Director of Community Development

DATE: March 28, 2023

TITLE: Ordinance regarding the annexation of land in the Town of Troy to the City of River Falls on Highway M (City-owned Property)

RECOMMENDED ACTION
Adopt an ordinance approving the annexation of land in the Town of Troy to the City of River Falls and applying a zoning classification of R-3 Multiple Family (High Density) Residence District and C-Conservancy District to the subject property.

BACKGROUND
The City recently purchased a parcel adjacent to the Mann Valley Corporate Park, the western portion of which is proposed to be annexed to the City. The easterly portion of the parcel containing the farmstead will remain in the Town.

Location Map:
Proposed Annexation Area:

The proposal is to annex approximately 19.81 acres from the Town of Troy to the City of River Falls as shown in the map above.
The City’s process for reviewing this type of annexation includes multiple steps that are scheduled to occur on the following dates:

- 02/28/2023  City Council referral to the Plan Commission for review.
- 03/07/2023  Plan Commission review and recommendation to City Council.
- 03/28/2023  City Council public hearing/first reading of an ordinance to annex the property.
- 04/11/2023  City Council public hearing/second reading and disposition of an ordinance to annex the property.

**ANALYSIS**

The following factors are considered in determining whether to approve an annexation to the City per Section 19.100.030.B.:

1. Location: Is the location contiguous to the city?
2. Use: Is the present use or proposed use of the area proposed to be annexed compatible with the uses in the city adjacent to the territory proposed to be annexed?

**Location – Contiguity**

The image above shows land that is in City as highlighted with a yellow overlay. The proposed annexation area (outlined in blue) is contiguous to the City boundary.

**Use – Compatibility**

The eastern portion of the proposed annexation area contains an existing drainageway that will be preserved. The western portion of the proposed annexation area will be marketed for residential development. These uses are anticipated to be compatible with the surrounding area and are not anticipated to have budget impacts that would differ from similar residential development in the City. Infrastructure to serve future development will be installed as part of the Mann Valley Corporate Park project.
Future Land Use and Zoning Classification
The Council adopted a modified concept plan for the Mann Valley Corporate Park on June 28, 2022 (Res.6682) which shows the subject area as intended for mixed use/residential development. Staff anticipates that this area will be highly desirable for residential development given the proximity to natural resource amenities, easy access to downtown River Falls, and proximity to future employment areas in the Mann Valley Corporate Park. Staff is recommending applying a zoning classification of R-3 Multi-family (High Density) Residence District to provide for the greatest flexibility for future residential development in this location.

Mann Valley Corporate Park Concept Plan

Proposed Zoning
SUMMARY
The proposed annexation area is contiguous with City boundaries and the proposed open space and residential uses are anticipated to be compatible with surrounding land uses.

PLAN COMMISSION RECOMMENDATION
The Plan Commission reviewed the proposed annexation at their meeting on March 7, 2023 and unanimously recommended that the proposed annexation and the application of R-3 Multi-family (High Density) Residence District zoning classification be applied to the western portion of the annexation area and C Conservancy zoning classification be applied to the eastern portion of the annexation area be forwarded to the City Council with a favorable recommendation.

CONCLUSION
Staff recommends the City Council approve the ordinance regarding the annexation of a portion of City-owned property from the Town of Troy to the City of River Falls and apply a zoning classification of R-3 Multi-family (High Density) Residence District to the western portion of the annexation area and C Conservancy to the eastern portion of the annexation area.
CITY OF RIVER FALLS
ORDINANCE NO. 2023-05
AN ORDINANCE ANNEXING CERTAIN TERRITORY
OF THE TOWN OF TROY TO THE CITY OF RIVER FALLS, WISCONSIN

RECITALS

A. City of River Falls is seeking to annex the territory owned by the City and described in the Exhibit A (the “Territory”) to the City of River Falls, Wisconsin from the Town of Troy, St. Croix County, Wisconsin pursuant to Wis. Stat. § 66.0223.

B. No person currently resides within the Territory.

C. The City’s Plan Commission has recommended a zoning classification of the western portion of the Territory as R-3 Multifamily (High Density) Residence District and the eastern portion of the Territory as C Conservancy.

ORDINANCE

NOW, THEREFORE, pursuant to Wis. Stat. § 66.0223, the Common Council of the City of River Falls, St. Croix County and Pierce County, Wisconsin, do ordain as follows:

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

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

3. Effect of Annexation. From and after the effective date of this Ordinance, the Territory shall be a part of the City of River Falls for any and all purposes provided by law, and all persons coming or residing within such Territory shall be subject to all ordinances, rules, and regulations governing the City of River Falls.

4. Ward Designation. Upon the effective date of this Ordinance the Territory shall be part of Ward No. 2 in the City of River Falls.

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

6. Zoning. The western portion of the Territory shall be zoned R-3 Multifamily (High Density) Residence District and the eastern portion of the Territory shall be zoned C Conservancy.

7. Effective Date. This Ordinance shall take effect upon adoption and publication.
The above and foregoing Ordinance was duly adopted by the Common Council of the City of River Falls at a meeting held on April 11, 2023, by a two-thirds vote of the elected members of the Common Council.

APPROVED:

By:_____________________________
Dan Toland, Mayor

ATTEST:

_____________________________
Amy White, City Clerk
EXHIBIT A
LEGAL DESCRIPTION

Being a part of the Southeast ¼ of the Southwest ¼ and part of the Southwest ¼ of the Southwest ¼, all in Section 35, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin, more particularly described as follows:

Commencing at the South ¼ corner of said Section 35; Thence westerly along the south line of the of the said Southwest ¼ of Section 35-28-19 a distance of 1113.91 feet to the point of beginning; Thence N17°01'53"W 416.22 feet to a point on the easterly line of a parcel described on that deed recorded as Document No. 556032 in the office of the St. Croix County Register of Deeds; Thence N27°19'55"W a distance of 133.55 feet; Thence along said line N02°42'13"W a distance of 420.66 feet; Thence along said line N03°58'22"E a distance of 114.66 feet; Thence along said line a N25°48'03"E a distance of 4.8 feet more or less to the north line of the said Southwest ¼ of the Southwest ¼ of Section 35-28-19; Thence westerly along said line a distance of 506.2 feet more or less to the west line of said parcel in Document No 556032; Thence southerly along said line 1321.71 feet to the said south line of the SW ¼ of Sec 35-28-19; Thence easterly along said south line to the point of beginning;

Said parcel contains 19.81 acres more or less.
PARKS AND RECREATION ADVISORY BOARD MINUTES
Wednesday, February 15, 2023 at 5:15 p.m.
City Hall Training Room

Members Present: Patricia LaRue (chair), Alyssa Mueller (Council Rep - virtually), Brandon Dobbertin, Brenda Gaulke, Matt Janquart, Melissa Pedrini (virtually) and Natasha Schaefer.

Members Absent: None

Staff Present: Cindi Danke-Recreation Manager; Brenda Rundle-Recreation Assistant; Amy White-Administrative Services Manager/City Clerk; Erica Ellefson-Public Works Manager; Emily Shively-City Planner, Kendra Ellner-Planner, and Eric Viessman-Public Works Maintenance.

Others Present: Taylor Stevens, Tonya Schmitt, Mark Klapatch-Mathias, Tovah Flygare, and Joe Mischke with Grow to Share; Ron Derrick with Derrick Homes; and Sean Downing.

CALL TO ORDER

Meeting convened at 5:15 p.m.

APPROVAL OF MINUTES

MSC Gaulke/Dobbertin to approve the minutes of the January 18, 2023 Park and Recreation Advisory Board Meeting. Carried 7-0.

PUBLIC COMMENTS – Non-Agenda Items

1. Welcome to new Public Works Manager, Erica Ellefson.

2. Several people from Grow to Share spoke about the two-acre plot north of FNBRF Stadium at Hoffman Park. There is a pantry garden, which donates food locally, and a community garden, with 60 plots for people to rent. They are concerned about the Park and Rec plan draft, especially regarding the future location at Hoffman Park. They would like to be invited into the conversation about the future the location for their garden. Their concerns include soil health, food security, and walk-ability/bike-ability. The garden also has UWRF connections; students volunteer there regularly, some produce is donated to Freddy’s Food Pantry on campus, and some students do course work that relates to the community garden. Grow To Share received information about a UniverCity program, and the paperwork mentions possibly moving Grow to Share to DeSanctis Park within three years, and they would like to be included in that conversation as well.
3. Sean Downing invited Grow to Share to the next Bee City meeting on March 8 at 4 p.m.

DISCUSSION ITEMS
None

ACTION ITEMS

1. The agenda included a memo from Amy White recommending that the Board approves the park play structure additions and replacement plans for Wells Park, Collins Park, DeSanctis Park and Sterling Ponds Park using ARPA funds, and forward to City Council for approval. Eric Viessman answered a few questions about the equipment.

   **MSC Mueller/Gaulke to approve the park play structure plans as outlined in the memo and forward to City Council for approval for purchase. Carried 7-0.**

2. Kendra spoke about the memo from Sam Burns, Planner, regarding the parkland dedication fee (in lieu of land dedication) for a proposed Thompson Heights development project at Radio Road and Paulson Road.

   **MSC Gaulke/Janquart that we accept a parkland dedication fee in lieu of land for the Thompson Heights development project. Carried 7-0.**

3. Kendra Ellner, Planner, attached a memo to the agenda regarding the parkland dedication fee (in lieu of land dedication) for a proposed development called The Current, located at Radio Road and Paulson Road.

   **MSC Gaulke/Janquart that we accept cash in lieu of land for the parkland dedication fee for The Current project that is being constructed at Radio Road and Paulson Road. Carried 7-0.**

4. The next meeting will be March 8 at 6 p.m. with Historic Preservation Commission (HPC) members. This is one week earlier than normal, and 45 minutes later.

   **MSC Janquart/Dobbertin to change the next meeting date. Carried 7-0.**

CALENDAR
The next Parks and Recreation Advisory Board meeting will be March 8, 2023.

ADJOURNMENT

   **MSC Gaulke/Schaefer to adjourn the meeting at 5:45 p.m.**

Respectfully submitted,

Brenda Rundle
Customer Service Representative
Present: Tiffany Alexander (online), Sean Downing, Rebecca Ferguson, Kari Heinselman, Tanya Misselt, Mike Metro, Jean Ritzinger (by phone), Wayne Roen, Whitney Rudesill
Guests: Kim Kiiskinen
Absent: Lorraine Davis

1. Call to Order: The meeting was called to order by President Ferguson.
2. Quorum: A quorum was established.
3. Open Meeting Law: Library Director Misselt confirmed that the meeting was properly noted.
4. Approval of the Agenda: A motion to approve the agenda was made by Metro, seconded by Heinselman. Motion carried.
5. Approval of the Minutes of December 5, 2022: A motion to approve the minutes was made by Roen, seconded by Downing. Motion carried.
6. Special Presentation: Library Assistant Anita Slate presented the Trustees with the opportunity to contribute to a new library program. Library staff have been enthusiastically including recommendations, both personal and from professional sources, for “forward-facing” books on the shelves in RFPL. Trustees were given forms to fill out to add their own recommendations.
7. Action Items:
   a. Approval of the November 2022 Library Expense Report: A motion to approve the November expenses in the amount of $5,506.02 was made by Heinselman, seconded by Rudesill. Motion carried.
   b. Approval of the December 2022 Library Expense Report: A motion to approve the December expenses in the amount of $92,227.82 was made by Downing, seconded by Metro. After much discussion, in particular about the charge of $3,833.83 from Roof Tech, Inc. for “roof repairs/multiple [rental houses?]”, the motion was defeated.
      A second motion to approve the December 2022 expenses in the adjusted amount of $88,393.99 was made by Alexander, seconded by Downing. Motion carried.
   c. Election of Library Board of Trustee President: A motion to nominate Ferguson as president was made by Roen, seconded by Alexander. Motion carried.
8. Director’s Report:
   a. BTR: Director Misselt reported that the Facilities Assessment portion of the report is finally completed. The BTR staff are working on collection locations with the library staff. Ann Voda is eager to make a second
presentation to the Trustees, Foundation members, and city representatives with the completed report.

b. CIP: Director Misselt will report back to us when the city’s CIP plans for the library are completed, expected at the February meeting. It will then be clearer about the library boiler replacement charges.

c. The schedule of Trustee meetings for 2023 was distributed, with one correction: September 11 will be the meeting date, the first Monday after Labor Day. The draft of the Foundation meetings will be edited.

d. The collaborative presentation by historian Abdur-Rahman Muhammad, initiated by Trustee Metro and Director Misselt, will be held February 7, 2023, at the University Center Ballroom, with the support of the UWRF Office of Diversity, Inclusion and Belonging, the UWRF Chalmer Davee Library, the AAUW of River Falls, as well as the River Falls Public Library Foundation.

9. President’s Report: Ferguson asked for and received commitments from Trustees to continue attending Foundation meetings. Ferguson will organize a Library Networking Task Force to assist us in our communications with council and community contacts.

Respectfully submitted: Rebecca Ferguson (and other trustees), as acting secretary
MINUTES
PLAN COMMISSION
FEBRUARY 7, 2023
CITY COUNCIL CHAMBERS

Members Present: Patricia LaRue, Chris Holtkamp, Mike Woolsey, Lisa Moody, Dan Toland, Diane Odeen
Members Absent: Rebecca Prendergast (excused)
Staff Present: Emily Shively, Sterling Hackney, Sam Burns
Others Present: Matt Hieb, ACA Engineer; Sean Bohan; Trevor Bohland, Capital Investment Partners; Nick Binder, Eau Claire Realty

CALL TO ORDER
Meeting convened at 6:30 p.m.

APPROVAL OF MINUTES
M/Odeen, S/Moody to approve minutes. Motion carried 6/0.

PUBLIC COMMENTS
None.

ORDINANCES AND RESOLUTIONS
PUBLIC HEARING: Special Use Permit for a Personal Storage Facility (Mini-Warehouse) on Old Chapman Drive at Chapman Drive (Capital Investment Partners)
Mayor Toland opened the Public Hearing.

No public comments.

Mayor Toland closed the public hearing.

Planner Burns gave a presentation and noted that the first item on the agenda is an application for a Special Use Permit for a personal storage facility. The applicant is Capital Investment Partners. Municipal Code requires a Special Use Permit for personal storage facilities in the in B3 Commercial Highway Zoning District. The site is located on old Chapman Drive across from the Sterling Ponds Corporate Park.

Burns shared a site plan of the proposed facility. The project includes 10 freestanding buildings with 465 units and a stormwater pond. Capital Investment Partners is proposing steel façades and doors with a 6’ fence around the perimeter. Tress will be planted along Old Chapman Dr with trees and shrubs planted on the sides of the property.

Burns stated that City staff has examined the acceptable conditions for a Special Use Permit approval and have no concerns with the proposed project. Staff recommends approval of the enclosed resolution permitting a personal storage facility as a special use with the conditions...
including the fence and landscaping being maintained according to the submitted plan and no units shall be used for residential purposes.

M/Odeen, S/Woolsey made a motion to approve the Special Use Permit for a Personal Storage Facility on Old Chapman Drive at Chapman Drive. Motion carried 6/0.

There was discussion on the lighting of the area and buildings, security, and entering and exiting the facility. The developer clarified a couple of questions regarding security, access to units, and surveillance.

Resolution to approve the Specific Implementation Plan and Final Plat for Thompson Heights on Paulson Road at Radio Road. (Derrick Custom Homes)
Sam Burns provided a presentation of the proposal. Derrick Homes submitted a Specific Implementation Plan (SIP) and Final Plat for an 86-unit twin home development. The SIP is the final step in development review for a Planned Unit Development and includes detailed architectural engineering, landscaping, and storm water plans. The Final Plat submittal includes lots, out lots, easements, and new streets. City Council approved the GDP for the project on November 22, 2022. The twin home development is located at the southeast portion of the Thompson annexation on Paulson Road of State Hwy 35. The development will consist of two twin home styles and the developer expects the homes will appeal to empty nesters though there is no age requirement.

Burns showed a site plan of the proposed development. A 12’ paved trail will be located between lots 60 and 61 for additional emergency access. The applicant is asking for flexibility on the required 10’ side yard setback and requests a 5’ set back. In exchange for this flexibility, the developer will include a mowed natural on the wetlands on the east side, the paved trail at lots 60 and 61 and a tot lot. The development will have an HOA and will maintain trails and be responsible for snow removal on sidewalks.

The Final Plat creates three out lots and 86 twin home units. Out lot 1 is the stormwater pond west of the site. Out lot 2 is the existing wetland area and out lot 3 is the tot lot. Drainage, utility, and trail easements have been provided. Streets are designed per subdivision requirements and future road connections have been provided to the east and south of the development.

Burns concluded by saying that staff review has found the criteria for the SIP has been met. The next steps for the SIP and Final Plat are to go before the City Council on February 28, 2023. He stated staff recommends that Plan Commission forward the enclosed Council resolution approving the SIP and the Final Plat for the site to the City Council with a favorable recommendation.

M/Woolsey, S/Holtkamp made a motion to approve the SIP and Final Plat for Thompson Heights on Paulson Road at Radio Road. Motion carried 6/0.

Discussion took place regarding the number of new units recently added in the area and traffic safety. Burns stated that engineering has reviewed the traffic counts and Paulson Road can handle the increased traffic. LaRue is concerned about children crossing Paulson Road between the two developments. She is concerned about pedestrian safety. Shively also mentioned the trails being added in the developments.

REPORTS
Emily Shively provided a presentation for the 2022 Community Development Annual Report. She covered the major projects completed in 2022 including infrastructure, Focus River Falls and
Mann Valley Corporate Park. Shively gave a building and development and planning and zoning applications update for 2022. She covered the recent development projects including Dawes Place Phase II (70 units), Lake George Lofts (32 units), The Uplands (106 units), Saturday Townhomes (190 units), Thompson Heights (86 units), Oak Hill (117 units), South Pointe 1st Addition (29 units), Sterling Ponds 4th Addition (28 units), and Highview Meadows 7th Addition (28 units). New construction commercial projects included the Renaissance Academy and BOH Electronics. Shively talked about additional projects such as completing the bi-annual budget, Kinni Corridor Plan Implementation and a study with the Army Corps of Engineers, and annual maintenance projects. She discussed Economic Development and supporting the St Croix Valley Business Innovation Center, the sale of property, Mainstreet Bounceback Program, Mann Valley, request for information provided to developers and business retention and expansion visits. The department also implemented Ordinance amendments relating to condominiums subdivisions and code enforcement. She discussed Focus River Falls and surveys, meetings, and open houses, related to the Bike and Pedestrian Plan, Outdoor Recreation Plan, and Comprehensive Plan.

The next Plan Commission meetings will be March 7th and April 5th (date change due to election).

There was discussion regarding chip sealing schedule on city streets and how to find out how much money is budgeted for projects coming up.

**ADJOURNMENT**
Commissioner Moody made a motion to adjourn at 7:06 p.m. S/Holtkamp; motion carried 6/0.

Respectfully submitted,

Angie Bond, Community Development Assistant
MINUTES
HISTORIC PRESERVATION COMMISSION (JOINT MEETING WITH PARK BOARD)
March 8, 2023, at 6:00 pm
CITY HALL TRAINING ROOM

HPC Members Present: Heidi Heinze (chair), Jayne Hoffman, Mark Anderson, Julie Huebel, Pam Friede, and Jeff Bjork – Council Rep

HPC Members Absent: N/A
Park Board Members: Melissa Pedrini, Matt Janquart, Brandon Dobbertin, Brenda Gaulke, Patricia LaRue, and Natasha Schaefer

PB Members Absent: Alyssa Mueller (council rep)

Staff Present: Kendra Ellner-Planner; Cindi Danke-Recreation Manager; Brenda Rundle-Recreation Assistant; Erica Ellefson-Public Works Manager; Emily Shively-City Planner; Sam Burns-Planner; and Ellen Massey-Management Analyst Fellow.

Others Present: Sean Downing, Tony Steiner, and Ben Fochs

CALL TO ORDER (JOINT MEETING)
Meeting convened at 6:07 p.m.

HPC MEMBER VOLUNTEER HOUR REPORT
Mark Anderson – 1 hour
Jayne Hoffman - 6 hours

APPROVAL OF MINUTES OF THE January 11, 2023, MEETING
M/ Bjork S/ Hoffman 6-0 motion passes

PUBLIC COMMENTS – Non-Agenda Items

JOINT MEETING DISCUSSION ITEMS
1. The Glen sign
Heinze introduced the context of the HPC member work behind the sign. Ellner mentioned it’s at Public Works ready to be installed. This is the first of many signs that HPC hopes to put around town. HPC and Park Board discussed some details about the size and the funding of the sign. Ellner answered that the sign cost $2,175, funded by the CIP. Ellefson mentioned that vandalism was a concern for the protection of the sign. Park Board and HPC discussed that pursuing a protective coating or cover would be ideal. There was further discussion about when the installation would occur. This discussion transitioned to item #3. There was consensus that the sign could be installed before the official unveiling and there could be a sign made promoting the birthday celebration.
2. Glover Station School
Heinze began the discussion about HPC gathering information for Glover School, stating the difficulty for finding photos and creative a narrative. Gaulke mentioned some family names and HPC was thrilled and requested that Park Board connect them with some of the potential families that had went to Glover Station School. HPC would also like to hang a sign in the front of the school, similar to the original school sign that says “Glover Station,” possibly on the triangle or the window above the door. There was a discussion about the size, placement, and color of the sign. There seemed to be a consensus about the sign having a dark burgundy background with the white lettering, stating ‘Glover Station School’, and have it mounted directly on the building. They would revisit this item again at their joint meeting in May.

3. Glen Park 125th Birthday Party
The Glen sign discussion folded into the Glen Park 125th Birthday Party item because there was a suggestion that the unveiling could be tied with this celebration. Danke mentioned that the Glen Park Pavilion is challenging to reserve, therefore during the week of a typical Park Board meeting (Wednesday, July 19th from 6-8pm) would be ideal since that is the closest date to the official day when the City signed to buy the park on July 15, 1873. That way it’s its own day and not competing with River Falls Days. The community could be invited for historic slideshow, postcard, free swimming, cake, possibly old-time games, and a ribbon cutting for the Glen sign. Janquart asked about the marketing and promotion of the event. Bjork suggested a Facebook Page to be created. There could be a photo contest, or a Guinness Book of World Records entry for singing ‘Happy Birthday’ to a place. Park Board and HPC agreed to meet again on May 10th to finalize the details of this event such as what to bring, who can participate, maybe purchase merch for the event for both committees.

ADJOURNMENT
The joint meeting adjourned at 6:51 p.m.

CALL TO ORDER HPC Meeting
Meeting convened at 6:55 p.m.

HPC DISCUSSION ITEMS
4. Admin Updates
Ellner shared the budget with the group to confirm the current expenditures and remaining budget for the year.

Heinze added that HPC has a vacant spot and there was a conversation with Casi Radford who wanted to join the commission and she is an architect, which would fulfill that role stated in the bylaws. Casi Radford will be reaching out to the Mayor for the request to serve.

Lastly, Ellner asked about the captions that were approved last year for the inside Glen Park Pavilion images and Train Depot at City Hall. Heinze confirmed that she will check in with Hub70 about the status.

5. Library Exhibit
Ellner shared the library release form with the group to sign and requested that it would be returned to Alice Olson the Library Aide that is coordinating the display. Hoffman shared that the display will now be slated for May, which works out because it gives HPC more time and it is
Historic Preservation Month. Hoffman discussed that the theme for the display is ‘diverse voices’ and they hope to continue to work with Alice to coordinate.

6. **HPC Presentation to the RF Social Club**  
Hoffman shared the activities and dates. Heinze and Huebel mentioned that it was a lot to commit to and hoped that these events could be promoted more publicly. Hoffman expressed confidence that there were many people from the community that are a part of the group therefore it would be good participation. Below are the proposed dates and activities.

- **Lower Library Display - April 10; Jayne Hoffman, Heidi Heinze and Julie Huebel**
- **Topic: River Falls History - The Railroads, Mills and White Pathway. Speakers and guides: Mark Anderson, Jayne Hoffman and Heidi Heinze; Saturday, July 29, 2023, 10:00 AM in the RF City Hall Training Room. A guided walk along the White Pathway will follow the lecture.**
- **Topic: The First Families of River Falls. Speaker: Jayne Hoffman, Heidi Heinze; Monday, August 14, 2023 at 6:00 PM in the RF Public Library Community Room.**
- **Guided Walk: The First Families of River Falls, A Walk Through History. Guides: Jayne Hoffman, Heidi Heinze; Saturday, August 19, 2023. Meet at the entrance to the Wastewater Treatment Plant at 10:00 for a guided walk to the Foster Cemetery.**

7. **CLG Grant Application Update**  
Ellner updated the group to celebrate that HPC was awarded a reimbursable $12,000 grant for hiring a consultant to nominate the two individually eligible properties. Ellner mentioned it was a long nine step process therefore she will keep HPC up to date on the steps but Jason Tish the state representative will be in contact to help assist with the process.

8. **Glover Station School sign/photos**  
Already discussed during the joint meeting (item #2).

9. **Next Interpretive sign - “Kinni Bridges”**  
Tabled for the next meeting.

**ADJOURNMENT**  
HPC adjourned at 7:15pm.
MINUTES
January 10, 2023 at 8:30 a.m.
Foster Conference Room – City Hall
222 Lewis Street River Falls, WI 54022

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

Members Absent: Mike Pepin, Amy Halvorson, Heidi Hanson, Vince Seidling,

Others present: Dan and Sarah Jenkins, Emily Shively

CALL TO ORDER—Larson called the meeting to order at 8:33 a.m.

Agenda/Meeting Minutes
The meeting minutes for the November 2022 meeting were approved. M/S Larson and Miller to approve; unanimous

Financials
Olson provided an update on the financials. Olson noted that they had given out approximately $9,400 in grants the previous year.

Grant Applications

311 N 2nd St
Dan and Sarah Jenkins provided some background on their project to convert an existing single-family home into a commercial space. The home is in a current state of disrepair. The applicants are seeking $7,000 in grant funds. M/S Miller and McKay to approve; unanimous

BID Board Website

Terry McKay reported that they are working with a vendor to get a bid for the website maintenance. Larson noted that they will get one other vendor bid.

Murals and Public Art
A discussion was had on the inclusion of murals as eligible for grant money. Members reviewed a draft of the new grant program which offered 35% of a mural cost up to $1,000. Members felt that the grant was too low to actually incentivize building owners to include murals. The Board voted to increase the grant amount to 35% of costs up to $6,000. This is in addition to the amount of offered for façade and signage. M/S Miller and Larson to approve; unanimous
Vibrant Spaces Grant
Planner Shively provided an update on the city’s effort to apply for vibrant spaces grant to activate the vacant space on the NE corner of Division and Main. Shively requested that the BID Board provide a letter of support for the grant application.

Board Elections
As there wasn’t full attendance the Board opted to table the discussion.

ADJOURNMENT
M/S Larson/Miller to adjourn; unanimous vote at 8:56 a.m.
MEMORANDUM

TO: Mayor Toland and City Councilmembers

FROM: Kendra Ellner, Planner

DATE: March 28, 2023

TITLE: Resolution Approving the Specific Implementation Plan (SIP), Preliminary Plat, and Development Agreement for Oak Hill, a 110-unit single- and two-family residential development on S. Apollo Road at W. Maple Street (N8753 1010TH ST)

RECOMMENDED ACTION
Adopt the attached resolutions approving the Specific Implementation Plan (SIP), Preliminary Plat, and Development Agreement for Oak Hill.

BACKGROUND
Twin Cities Land Development / TEG Land Holdings, LLC have submitted a Specific Implementation Plan and Preliminary Plat for a 110-unit single- and two-family residential development located on S. Apollo Road at W. Maple Street. The SIP is the final step for development review for a planned unit development (PUD) which includes detailed architectural, engineering, landscaping, and stormwater plans, and the preliminary plat establishes the lots, outlots, new streets, and easements for the neighborhood.

Council approved the General Development Plan (GDP) for the development on October 25, 2022. The approved GDP established the density and general design of the site and the public benefits provided in exchange for flexibility requested.

Location Map: N8753 1010th Street (subject property highlighted in blue)
PROJECT DESCRIPTION
The proposal from Twin Cities Land Development / TEG Land Holdings, LLC is comprised of 72 detached single-family and 38 attached twin-home lots. Four product types are anticipated for the single-family and one product type anticipated for the twin homes. The various home styles will have heights ranging between approximately 22’-25’. Most of the houses (92 units) will be located on the upper half of the property with a cul-de-sac of 18 homes on the south portion of the property, shown on the site concept plan on the following page.

Access will mostly be directed from W Maple St to S Apollo Rd, and the development will create a new road alignment with the township road 879th St, to the west of the property consistent with the Official Map. The development will include approximately 9 acres of open space, sidewalks on both sides of the streets, dedicated nature trail connecting the southern cul-de-sac to the north portion of the development and a public trail head to the southeast corner for a future Foster Cemetery Conservation trail.

The proposed development requested PUD flexibility from the R-2 Multiple Family Medium Density base zoning designation to provide smaller lot sizes for the single-family homes and a smaller rear yard setback for three lots where the new residential street connects to the Town road on the west side of the property adjacent to Rolling Hills Park.

Anticipated public improvements and construction will begin spring of 2023. Full build-out will occur in three phases over 3-4 years.

*Example Product - Architectural Rendering (final design may vary)*

**SINGLE FAMILY**
SINGLE FAMILY

SINGLE FAMILY
Specific Implementation Plan
ANALYSIS
Staff review of the Specific Implementation Plan and Preliminary Plat has found them to be in substantial conformance with the approved General Development Plan (GDP) in maintaining the proposed lot sizes, street layout, and open space. Some lots shown on the GDP were removed in order to accommodate required stormwater management for the development. The applicant had requested flexibility for the lot sizes and density for the GDP; in exchange the neighborhood will include a nature trail, a trail connection to Rolling Hills Park, and trail extensions on S. Apollo Road.
Consistency with Official Map
The development is consistent with the Official Map and creates a street connection between S. Apollo Road and 879th Ave. shown on the Official Map.

Consistency with Comprehensive Plan
The future land use map identifies this area as medium density residential; Oak Hill is proposing approximately 3 units an acre which flexibility is being requested for the land use intensity defined.

Consistency with General Development Plan
The Preliminary Plat is in substantial conformance with the GDP with no significant changes in layout or lot sizes of the development as proposed.

Consistency with Subdivision Ordinance
The Preliminary Plat is consistent with the subdivision ordinance. The design of streets, blocks, and lots are in conformance with code through the granted PUD flexibility.

Consistency with Zoning Ordinance
The area is zoned R-2 multi-family medium-density residential. While the development does not meet the density, setback and lot size requirement for the designated zoning, the applicant has been approved for a PUD and is providing the nature trail and trail connections in exchange for the requested flexibility.

Site Characteristics
The Preliminary Plat creates multiple outlots for stormwater, steep slopes, and a dedicated public trailhead.

SUMMARY
The SIP is the final design phase of a PUD where detailed engineering specifications are provided to ensure the civil, stormwater, and architectural details meet the Municipal Code and function appropriately for the site. The project meets the requirements for SIP approval with regard to engineering aspects and is consistent with the approved GDP from October 2022. The project offers the much-needed housing in the community with a demonstrated need for additional housing types.

The proposed Preliminary Plat will include 110-units for single and two-family homes. The proposed Preliminary Plat is consistent with the General Development Plan, Specific Implementation Plan, Comprehensive Plan, Official Map, and meets relevant subdivision requirements. A Final Plat will be submitted for each development phase within 24 months the preliminary plat is approved.

PLAN COMMISSION RECOMMENDATION
The Plan Commission reviewed the proposed SIP and Preliminary Plat for Oak Hill at their March 7, 2023 meeting. The Plan Commission unanimously recommended approval of the SIP and Preliminary Plat for Oak Hill.

CONCLUSION
Staff recommends the City Council approve the resolutions for Specific Implementation Plan (SIP), Preliminary Plat, and Development Agreement for Oak Hill.
RESOLUTION NO.

RESOLUTION APPROVING THE PLANNED UNIT DEVELOPMENT (PUD) SPECIFIC IMPLEMENTATION PLAN (SIP) FOR AN 110-UNIT SINGLE- AND TWO-FAMILY HOME DEVELOPMENT

WHEREAS, Twin City Land Development / TEG Holdings, LLC, filed an application for an 110-Unit Single- and Two-Family Planned Unit Development (PUD) on S. Apollo Rd (PID 276011210300); and

WHEREAS, the applicant is requesting flexibility regarding the city code’s R-2 Medium Density zoning requirement for the density, lot size and rear yard setback for three lots; and

WHEREAS, in exchange for flexibility granted, the applicant shall construct and maintain a nature trail through the steep slopes in the central portion of the development, provide a trail connection to Rolling Hills Park, and trail connections on S. Apollo Road; and

WHEREAS, the Council approved the General Development Plan on October 25, 2022, and found it to be acceptable and consistent with City plans for the area; and

WHEREAS, the Plan Commission reviewed the Specific Implementation Plan on March 7, 2023, and found it to be consistent with the General Development Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of River Falls hereby approves the Specific Implementation Plan for a 110-unit single and two-family development on S. Apollo Road.

Dated this 28th day of March 2023.

CITY OF RIVER FALLS

____________________________
Dan Toland, Mayor

ATTEST:

____________________________
Amy White, City Clerk
RESOLUTION NO.
APPROVING THE FINAL PLAT FOR THOMPSON HEIGHTS

WHEREAS, Twin City Land Development / TEG Holdings, LLC submitted a preliminary plat for Oak Hill located on South Apollo Road; and

WHEREAS, the preliminary plat is consistent with the Official Map and Comprehensive Plan and is in substantial conformance to the General Development Plan approved by Council on November 22, 2022, and Specific Implementation Plan approved by Council on March 28, 2023; and

WHEREAS, the Plan Commission reviewed the preliminary plat at their February 7, 2023, meeting and forwarded it to the Council with a favorable recommendation; and

WHEREAS, the Common Council reviewed this item at its regular meeting of March 28, 2023, and found it to be acceptable.

NOW, THEREFORE, BE IT RESOLVED that the Common Council for the City of River Falls hereby approves the Preliminary Plat for Oak Hill.

Dated this 28th day of March 2023.

CITY OF RIVER FALLS

__________________________________________
Dan Toland, Mayor

ATTEST:

__________________________________________
Amy White, City Clerk
RESOLUTION NO.

RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR OAK HILL

WHEREAS, the City of River Falls and Creative Home Construction Investments, LLC have arrived at an agreement for Oak Hill, an 110-unit single- and two-family housing project to be developed on South Apollo Road; and

WHEREAS, the City of River Falls and Creative Home Construction Investments, LLC have arrived at a development agreement related to the construction and final acceptance of public infrastructure related to the project; and

WHEREAS, the City Council has reviewed the Development Agreement and found the terms and conditions acceptable;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of River Falls hereby approves the Development Agreement between the City of River Falls and Creative Home Construction Investments, LLC for the Oak Hill single- and two-family housing project and authorizes the City Administrator to finalize and sign on behalf of the City.

Dated this 28th day of March 2023.

________________________________________
Dan Toland, Mayor

ATTEST:

________________________________________
Amy White, City Clerk
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RIVER FALLS AND
CREATIVE HOME CONSTRUCTION INVESTMENTS, LLC

This DEVELOPMENT AGREEMENT is made and entered into as of this 28th day of
March, 2023 by and between the City of River Falls, a Wisconsin municipal corporation (the
“City”), and Creative Home Construction Investments, LLC, a Wisconsin limited liability
company (the “Developer”).

WITNESSETH:

WHEREAS, Developer desires to develop the Real Estate located within the City for the
following purposes: a subdivision Plat consisting of approximately 34.875 acres to be developed
for 72 single-family and 38 two-family homes;

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, the 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 Creative Home Construction Investments, LLC, a Wisconsin 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 October 25, 2022.


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) “Phase 3 Real Estate” means that part of the Real Estate associated with Phase 3 of the Project as described in Exhibit C.

t) “Plat” means the approved final plat associated with the Real Estate for that particular Phase of the Project, whether the Phase 1 Real Estate, Phase 2 Real Estate, or Phase 3 Real Estate, consistent with the Municipal Code.

u) “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.

v) “Real Estate” means the real property described in Exhibit A, together with any improvements thereon.

w) “Specific Implementation Plan” or “SIP” means the planned unit development (PUD) specific implementation plan (SIP) for the Project prepared by the Developer and approved by the Common Council as well as all subsequent revisions thereto previously submitted to anticipated to be approved on the same date as approval of this Agreement by the Common Council of River Falls Wisconsin.

x) “Substantial Completion” means the completion of the public and private infrastructure improvements pursuant to the Specific Implementation Plan, including stormwater management facilities, landscaping, and paving of parking lots, 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 and the bituminous wear course 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.

y) “Unavoidable Delays” means delays, outside the control of the party claiming an occurrence, which are the direct or indirect result of strikes, other labor shortages or troubles, severe or prolonged bad weather, acts of God, fire or other casualty, 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 results in 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 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) Units. 72 single-family and 38 two-family homes of the type specified in the approved SIP plans.
      ii) Landscaping. Developer shall install landscaping per the approved SIP plans.
      iii) Utilities. Developer shall cause the Project to be serviced by certain utilities, including without limitation electric, sewer, water, gas, storm sewer, telephone, television, 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 three 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)a), subject to Unavoidable Delays and subject to the City's performance. The Parties understand that time is of the essence with regard to the dates herein specified.

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 ($4,150) 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 reasonably 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 for the specific Phase has been approved by the Common Council, subject to the exception in Subsection 2)e below.
      iii) Payment of all required capital costs, 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) and (ii) 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 Pierce County) prior to commencement of construction of the Project.

e) Proceeding without Plat approval. Developer may proceed to move to the construction phase of the Project as described in Article IV, Section 3 if all requirements of Article IV, Section 2 have been complied with, with the exception of Plat approval for Phase 1, subject to the following requirements:

i) Developer acknowledges and agrees that it proceeds solely at its own risk if it elects to commence construction prior to approval of the Plat for Phase 1, further acknowledging that the Project may not be completed without approval of the Plat for Phase 1.

ii) The City may require Developer to cease all construction if the Plat for Phase 1 is not approved by September 1, 2023. In such event, City shall send written notice to Developer with construction to cease one (1) business day after Developers’ receipt of such written notice.

iii) If the City requires Developer to cease all construction, then construction may not commence until final approval of the Plat for Phase 1.

3) Construction. In accordance with the policies and ordinances of the City, the Wisconsin Statutes, and the Wisconsin Administrative Code, the Developer shall construct all public and private improvements as are contained in the Specific Implementation Plan and this Agreement.

a) Obtain building permits. Building permits for lots in each 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 for the specific Phase 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 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 one (1) model home 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
   ii) Erosion control identified in the SIP is installed.
   iii) Developer's Engineer has reviewed and approved concrete form work and determined all final elevations conform with the SIP, specifically the relationship between first floor elevations and the future curb and gutter placement.
   iv) Approval of the Plat for Phase 1.

c) Construction Schedule. Developer shall commence or cause other entities to commence construction on the Project on or before September 1, 2023 with Substantial Completion of the Project on or before December 31, 2028. Substantial Completion of Phase 1 shall be no later than December 31, 2024. Substantial Completion of Phase 2 shall be no later than December 31, 2025.

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 reasonably 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 reasonably 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 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. The 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, the 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 tree removal 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 three (3) 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: i) all stormwater management infrastructure shown in the approved SIP on Outlots 1-8, excluding Outlot 6; ii) temporary stormwater conveyance shall be provided in Phases II and III such that stormwater discharges to locations specified in the approved stormwater management plan at rates and volumes no greater than indicated in the Approved SIP; iii) all temporary ditching shall be designed to convey peak stormwater flows at non-erosive velocities and include appropriate temporary erosion control designed by the Developer’s Engineer; and iv) construct the trail connection to Rolling Hills Park as shown in the Approved SIP. All Public Improvements within Phase 1 and those additional Public Improvements set forth herein shall be completed no later than December 31, 2024.

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: i) a nature trail to Outlot 8 to be maintained by the Project HOA (as defined in Exhibit D) as shown in the Approved SIP. All Public Improvements within Phase 2 and those additional Public Improvements set forth herein shall be completed no later than December 31, 2025.

iii) Phase 3 shall include construction of those Public Improvements and private improvements within Phase 3 of the Phasing Plan with respect to the Phase 3 Real Estate, including the following additional Public Improvements: i) the nature trail shown on Outlot 8 and the extension of asphalt trails on Apollo Road as shown in the Approved SIP. All Public Improvements within Phase 3 and those additional Public Improvements set forth herein shall be completed no later than December 31, 2028.

4) Project Finalization

a) Certificate of Occupancy. Except for the model home(s) permitted herein, 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 Developer’s 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 Developer’s 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 reasonably 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 costs reasonably incurred, 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, subject to Unavoidable Delays. The City shall not declare a default under this Agreement during the 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 reasonably determined by the City representing the City’s cost for benefits, insurance, and overtime.

b) The cost of City equipment employed.

c) The cost of mileage reimbursed to City employees.

d) All consultant fees, including legal and engineering, reasonably 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. 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 through the warranty period.

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 beyond the applicable notice and cure period; 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 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 after thirty (30) days’ notice from the City to Developer and Developer’s failure to cure, except thirty (30) days’ notice from the City to Developer is not required if any of the following Events of Default require emergency action on behalf of the City which is determined in the City’s reasonable discretion:

   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.** 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: 4800 Olson Memorial Highway, Suite 100, Golden Valley, MN 55422 (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.** The benefits of this Agreement to the Developer shall not be assigned without the express written approval of the City. Any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, 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. Notwithstanding anything herein to the contrary in this Section Article VI, Section 11, Developer shall not be obligated to indemnify or defend the City or its agents in situations in which the claims, costs and liability are the result of the City’s or its agent’s negligence or willful misconduct.

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

CREATIVE HOME CONSTRUCTION INVESTMENTS, LLC:

By: ____________________________
Name: Ben Schmidt
Title: Vice President
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: Form of Trail Easement
Exhibit E: Memorandum of Development Agreement

[Exhibit List]
Exhibit A
Legal Description of Property

Part of the Southeast Quarter of the Northeast Quarter of Section 2, Township 27 North, Range 19 West, Pierce County, Wisconsin; described as follows:

Beginning at the East Quarter corner of said Section 2; thence along the south line of said Southeast Quarter of the Northeast Quarter, N89°53’14”W a distance of 1061.36 feet to the southeast corner of Lot 1, of that Certified Survey Map recorded in Volume 4 of said maps, on Page 52, in the office of the Pierce County Register of Deeds; thence along the east line of said Lot 1, N00°16’17”E a distance of 474.47 feet to the south line of Lot 1, of that Certified Survey Map recorded in Volume 1 of said maps, on Page 218, in the office of the Pierce County Register of Deeds; thence along said south line and the easterly extension thereof, S89°40’21”E a distance of 120.43 feet; thence N00°26’12”E a distance of 265.88 feet; thence S85°27’27”W a distance of 341.34 feet to the east line of 1020th Street; thence along said east line, N00°24’06”E a distance of 522.04 feet to the north line of 879th Avenue; thence along said north line, N89°40’08”W a distance of 32.26 feet; thence along the boundary of the plat of Rolling Hills II, N00°21’05”E a distance of 85.83 feet; thence along said plat boundary, also being the north line of said Southeast Quarter of the Northeast Quarter, S89°44’21”E a distance of 1313.39 feet to the east line of the Northeast Quarter of said Section 2; thence along last said line, S00°21’51”W a distance of 1316.79 feet to the point of beginning. Containing 34.875 acres of land.

For informational purposes only:
Tax Parcel No.: 276011210300
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 September 13, 2022 by and between the Mary K. Johnson and Kelly M. Gutierrez as Trustees for the Marlene W. Wells Revocable Trust (“Assignor”) and the City of River Falls (the “City”) as assigned by Assignor to Developer pursuant to that Assignment and Assumption of Annexation Agreement effective November 22, 2022. Developer is responsible for the Capital Costs as set forth in the Annexation Agreement and on the terms therein. Notwithstanding the requirement that the Capital Cost payment for West Locus Street expansion be paid by Developer upon development of Parcel 2 (as defined in the Annexation Agreement) with water or sewer service, the Capital Cost payment for the West Locus Street expansion and water main looping shall be paid upon the commencement of Phase 3 or January 1, 2027, whichever is sooner.

2) Within five (5) business days of written demand by the City, Developer shall execute a public trail easement in a form prepared by the City for the natural trail as described or shown in the SIP.

3) Developer shall pay $780 park dedication impact fee (cash in lieu of land) per residential unit to be collected at the time of building permit.

4) Developer shall pay general park impact fee of $577.28 per residential unit to be collected at the time of building permit.

5) Developer, or a homeowner’s association associated with the Real Property (the “Project HOA”) for so long as the Project HOA exists, or both, shall maintain in perpetuity the sidewalk adjacent to Outlot 2 as shown in the Plat. If the Project HOA does not exist or ceases to exist this maintenance obligation shall be an obligation of Developer or the owner of the Real Estate, if the Developer is not the owner of the Real Estate.

6) Developer, or a homeowner’s association associated with the Real Property (the “Project HOA”) for so long as the Project HOA exists, or both, shall maintain in perpetuity the asphalt trail in Outlot 7 as shown in the Plat. If the Project HOA does not exist or ceases to exist this maintenance obligation shall be an obligation of Developer or the owner of the Real Estate, if the Developer is not the owner of the Real Estate.

7) Developer, or a homeowner’s association associated with the Real Property (the “Project HOA”) for so long as the Project HOA exists, or both, shall maintain in perpetuity the nature trail in Outlots 4, 7, and 8 as shown in the SIP. If the Project HOA does not exist or ceases to exist this maintenance obligation shall be an obligation of Developer or the owner of the Real Estate, if the Developer is not the owner of the Real Estate.

8) All sanitary sewer forcemain(s) conveying flows from individual sewage grinder stations west of the westernmost sanitary sewer manhole on West Locust Street shall be consider a private sewer lateral.
Exhibit D-1
Trail Easement
(see attached)
THIS PEDESTRIAN TRAIL EASEMENT AGREEMENT (this “Agreement”) is entered into as of the _ day of ____________, 2023 (the “Effective Date”) by and between Creative Home Construction Investments, LLC, a Wisconsin limited liability company (“Grantor”) and the City of River Falls, a Wisconsin municipal corporation, and its successors and assigns (collectively, “Grantee”).

RECITALS:

A. Grantor is the owner of certain real property located in the City of River Falls, St. Croix County, Wisconsin, as described on the attached Exhibit A (collectively, the “Property”); and

B. Grantor, for the benefit of Grantee and the public, will construct a non-paved nature trail on a portion of the Property as set forth herein consistent with the terms of the specific implementation plan submitted by the Grantor for a project on the Property that has been approved by Common Council of Grantee, as demonstrated by a signed resolution, and the Grantee’s City Engineer, as demonstrated by a signed approval letter or memorandum all as a requirement of the Development Review Process required by the Grantee pursuant to Title 17 of the Municipal Code, River Falls Wisconsin (the “Specific Implementation Plan”). The term Specific Implementation Plan includes all subsequent revisions or amendments to the Specific Implementation Plan prepared by Grantor, submitted to the Grantee, and approved by Grantee’s staff and the Common Council.

C. Grantee has requested from Grantor a non-exclusive easement and right-of-way over a portion of the Property as described and depicted on the attached Exhibit B (the “Easement Area”) to be used by Grantee, its successors and assigns, together with all members of the public for the purposes and on the conditions set forth in this Agreement; and
D. Grantor desires to create an easement over the Easement Area to enable Grantee to use the Easement Area under the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor grants a non-exclusive easement and right-of-way as described and depicted in Exhibit B, being ten (10) feet in width to and for the benefit of Grantee to use the Easement Area as part of the Grantee’s trail system (the “Easement”). However, the Easement shall not be considered a dedication to the public.

2. Access Rights. The Grantee shall have the right to access and use the Easement Area for any purpose related to pedestrian recreation trail purposes.

3. Use of Easement for Public Purposes. This pedestrian recreation trail is not intended to be a public sidewalk as defined by local and state law, but instead will be operated and maintained by the Grantor as a pedestrian recreation trail for all purposes.

4. Construction and Maintenance. The Grantor will construct, at its cost, the pedestrian recreation trail within the Easement Area in accordance with the Specific Implementation Plan. The trail will be constructed in the future at a time consistent with the Specific Implementation Plan. The Grantor shall be responsible for constructing, maintaining, repairing, and replacing the pedestrian trail within the Easement Area. Grantor shall be responsible for repairing any damage to the recreational trail that are the result of the actions of Grantor or its agents.

5. Interference with Easement. Grantor, together with its agents and assigns, shall not interfere with the Grantee’s use of the Easement Area, and in particular shall not alter the slope, elevation, or vegetation associated with the Easement Area, or install or construct any structures, improvements or materials within the Easement Area, including without limitation, temporary or permanent building structures, driveways, parking areas, sheds, change in elevations, and vegetation, except as may be authorized by the Grantee in writing. Any such improvements shall be subservient to the Grantee’s use of the Easement Area. If Grantor fails to remove any non-permitted structures or improvements, then Grantee may remove any such non-permitted, structure, improvements or materials at Grantor’s expense. Grantee’s written consent will be required before any additional easements or uses of the Easement Area may be granted by Grantor to a third party.

6. Use of Easement by Others. Grantor and Grantee agrees that the Grantor may authorize any contractor, third party, or other party who is working with the Grantor with respect to the construction and maintenance obligations of the pedestrian trail identified herein.

7. Default. If Grantor or Grantee reasonably believes that the terms of this Agreement have been breached, then written notification of the alleged breach shall be delivered to the other property. Any party in breach shall have thirty (30) days to cure any actual breach. However, the Grantee may take any actions it believes is necessary to remedy any situation that materially interferes with the lawful use of the Easement Area and/or poses a danger or hazard to the public.

8. Covenants Run with Land. This Easement is being granted in perpetuity for public
purposes and uses, both current and future, without regard to the Grantee’s use of the Easement Area at any particular time. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantee and Grantor and their respective legal representatives, successors and assigns. The Easement granted herein is an easement appurtenant to the Property and may not be transferred separately from, or severed from, title to the Property and is for the benefit of Grantee and its successors and assigns.

9. **Termination.** This Agreement and easement granted herein shall terminate only upon the mutual written consent of the Grantor and Grantee, or their successors or assigns, recorded with the St. Croix County Register of Deeds.

10. **Non-Use.** Non-use or limited use of the Easement granted in this Agreement shall not prevent Grantee from later use of the Easement to the fullest extent authorized in this Agreement.

11. **Governmental Immunity.** Nothing in this Agreement is intended as a waiver of the Grantee’s right or opportunity to rely upon the municipal limitations and immunities contained within Wisconsin law. Municipal immunities and limitations include, but are not limited to, Wis. Stat. §§ 345.05, 893.80, and 893.83.

12. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

13. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

14. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief.

15. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

16. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Pierce County, Wisconsin.

17. **Notices.** All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement may be served (as an alternative to personal service) by registered or certified mail, or overnight courier. Any such notice or demand so served by registered or certified mail shall be
deposited in the United States Mail with postage thereon fully prepaid and addressed to the party to be served at the addresses set forth below. Service of any such notice or demand so made by mail shall be deemed complete three (3) days after the day of mailing. Further, any such notice may be made by Federal Express (or other reputable overnight courier service), which shall be effective one (1) business day after delivery to such overnight courier, at the addresses indicated below. Either party may change its address for notice by providing written notice to the other party.

To Grantor:

Creative Home Construction Investments, LLC
4800 Olson Memorial Highway, Suite 100
Golden Valley, MN 55422

To Grantee:

City of River Falls
Attn: City Administrator
222 Lewis Street
River Falls, WI 54022

18. **Authority.** Grantor warrants to Grantee that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

19. **Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

20. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated as a material part of this Agreement.

[**SIGNATURE PAGES FOLLOW**]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

GRANTOR:

CREATIVE HOME CONSTRUCTION INVESTMENTS, LLC

By: _____________________________
Name: Ben Schmidt
Title: Vice President

ACKNOWLEDGEMENT

STATE OF ____________________  )
COUNTY OF __________________  )ss.

Personally came before me on the ___ day of ______________, 20___, the above-named __________________________, to me known to be the person who executed the foregoing instrument and acknowledged the same.

______________________________, Notary Public
State of ____________________
My commission expires: ________________

THIS DOCUMENT DRAFTED BY:

Atty Christopher B. Gierhart
Weld Riley, S.C.
PO Box 1030
Eau Claire, WI 54702-1030
GRANTEE:

City of River Falls, a Wisconsin municipal corporation

By: __________________________
Name: Dan Toland
Title: Mayor
Attest: __________________________
Name: Amy White
Title: City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN )
) ss.
COUNTY OF _________________ )

Personally came before me on the ___ day of _____________, 20___, the above-named ________________, to me known to be the person who executed the foregoing instrument and acknowledged the same.

________________________________, Notary Public
State of Wisconsin
My commission expires: __________________

THIS DOCUMENT DRAFTED BY:

Atty Christopher B. Gierhart
Weld Riley, S.C.
PO Box 1030
Eau Claire, WI 54702-1030
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Part of the Southeast Quarter of the Northeast Quarter of Section 2, Township 27 North, Range 19 West, Pierce County, Wisconsin; described as follows:

Beginning at the East Quarter corner of said Section 2; thence along the south line of said Southeast Quarter of the Northeast Quarter, N89°53'14"W a distance of 1061.36 feet to the southeast corner of Lot 1, of that Certified Survey Map recorded in Volume 4 of said maps, on Page 52, in the office of the Pierce County Register of Deeds; thence along the east line of said Lot 1, N00°16'17"E a distance of 474.47 feet to the south line of Lot 1, of that Certified Survey Map recorded in Volume 1 of said maps, on Page 218, in the office of the Pierce County Register of Deeds; thence along said south line and the easterly extension thereof, S89°40'21"E a distance of 120.43 feet; thence N00°26'12"E a distance of 265.88 feet; thence S85°27'27"W a distance of 341.34 feet to the east line of 1020th Street; thence along said east line, N00°24'06"E a distance of 522.04 feet to the north line of 879th Avenue; thence along said north line, N89°40'08"W a distance of 32.26 feet; thence along the boundary of the plat of Rolling Hills II, N00°21'05"E a distance of 85.83 feet; thence along said plat boundary, also being the north line of said Southeast Quarter of the Northeast Quarter, S89°44'21"E a distance of 1313.39 feet to the east line of the Northeast Quarter of said Section 2; thence along said plat line, S00°21'51"W a distance of 1316.79 feet to the point of beginning. Containing 34.875 acres of land.

For informational purposes only:
Tax Parcel No. 276011210300
EXHIBIT B

DESCRIPTION OF EASEMENT AREA

[TBD]
Exhibit E
Memorandum of Development Agreement
(see attached)
MEMORANDUM OF
DEVELOPMENT AGREEMENT

276011210300
Parcel Identification Numbers (PINs)
This is not homestead property.

Recording Area
Name and Return Address
Christopher B. Gierhart
Weld Riley, S.C.
PO Box 1030
Eau Claire, WI 54702-1030

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 Creative Home Construction Investments, LLC, a Wisconsin limited liability company (“Developer”), who agree as follows:

WHEREAS, as of March 28, 2023, 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]
IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed on the date(s) set forth below.

CITY:

By: __________________________
Name: Dan Toland
Title: Mayor

Attest:

____________________________
Name: Amy White
Title: City Clerk

ACKNOWLEDGEMENT

STATE OF ____________________  )
COUNTY OF ____________________ )

Personally came before me on the ____ day of _____________, 2023, the above-named Dan Toland and Amy White, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____________________________, Notary Public
State of ____________________
My commission expires: ______________
DEVELOPER:

CREATIVE HOME CONSTRUCTION INVESTMENTS, LLC

By: ______________________________
Name: Ben Schmidt
Title: Vice President

ACKNOWLEDGEMENT

STATE OF ________________ )
 )ss.
COUNTY OF ________________ )

Personally came before me on the ____ day of _____________, 2023, the above-named Ben Schmidt, as Vice President of Creative Home Construction Investments, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_______________________________________

, Notary Public
State of _____________________________
My commission expires: ________________
Exhibit A
Legal Description of Property

Part of the Southeast Quarter of the Northeast Quarter of Section 2, Township 27 North, Range 19 West, Pierce County, Wisconsin; described as follows:

Beginning at the East Quarter corner of said Section 2; thence along the south line of said Southeast Quarter of the Northeast Quarter, N89°53’14”W a distance of 1061.36 feet to the southeast corner of Lot 1, of that Certified Survey Map recorded in Volume 4 of said maps, on Page 52, in the office of the Pierce County Register of Deeds; thence along the east line of said Lot 1, N00°16’17”E a distance of 474.47 feet to the south line of Lot 1, of that Certified Survey Map recorded in Volume 1 of said maps, on Page 218, in the office of the Pierce County Register of Deeds; thence along said south line and the easterly extension thereof, S89°40’21”E a distance of 120.43 feet; thence N00°26’12”E a distance of 265.88 feet; thence S85°27’27”W a distance of 341.34 feet to the east line of 1020th Street; thence along said east line, N00°24’06”E a distance of 522.04 feet to the north line of 879th Avenue; thence along said north line, N89°40’08”W a distance of 32.26 feet; thence along the boundary of the plat of Rolling Hills II, N00°21’05”E a distance of 85.83 feet; thence along said plat boundary, also being the north line of said Southeast Quarter of the Northeast Quarter, S89°44’21”E a distance of 1313.39 feet to the east line of the Northeast Quarter of said Section 2; thence along last said line, S00°21’51”W a distance of 1316.79 feet to the point of beginning. Containing 34.875 acres of land.

For informational purposes only:
Tax Parcel No. 276011210300
MEMORANDUM

TO: Mayor Toland and City Councilmembers
FROM: Kendra Ellner, Planner
DATE: March 28, 2023
TITLE: Resolutions Approving the Specific Implementation Plan (SIP) and Development Agreement for a 106-unit multi-family development on Radio Rd at Paulson Road (PID 276116900000)

RECOMMENDED ACTION
Adopt the attached resolutions approving the Specific Implementation Plan (SIP) and Development Agreement for The Current.

INTRODUCTION
Capital Investment Partners (CIP) have submitted a Specific Implementation Plan (SIP) for a 106-unit multi-family development located at the southeast corner of Radio Rd at Paulson Rd. This project will develop 5 acres of the recently approved Thompson annexation. The SIP is the final step for development review for a planned unit development (PUD) which includes detailed architectural, engineering, landscaping, and stormwater plans.

Plan Commission recommended approval of the General Development Plan (GDP) for the development on January 7, 2023, and Council approved the GDP on January 24, 2023. The approved GDP established the density and general design of the site and the public benefit provided in exchange for requested flexibility.

Location Map (subject property outlined in blue)
PROJECT DESCRIPTION
Capital Investment Partners is proposing 106 apartment-style units within four residential buildings. Units will range from one- to three-bedrooms, and a breakdown of the unit mix includes a total of: 52 one-bedrooms, 42 two-bedrooms, and 12 three-bedroom units. The apartments will be intended for rental occupants with Capital Investment Partners being the owner and Eau Claire Realty to be the property management company.

The applicant requested a Planned Unit Development designation for flexibility with the 1:1 open space requirement. In exchange the developer will include additional onsite amenities including a fitness center, tot lot, pet park, sidewalks connecting around the buildings and to Radio Rd, construct a separate paved bicycle and pedestrian trail parallel to Radio Rd, and install and maintain a nature trail adjacent to the wetland.

The property management company will be responsible for maintenance of the nature trail, streets, and sidewalks onsite; the City will plow the trail along Radio Road. Construction is anticipated to begin mid-summer of 2023 and anticipated development completion in the fall/winter of 2025.

Proposed Elevation Renderings

28-30 unit building rear elevation

30-unit building - front elevation
Proposed Specific Implementation Plan (note the direction of north as indicated on the plan)
ANALYSIS
Staff reviewed the Capital Investment Partners Specific Implementation Plan and has found it to be consistent with the approved General Development Plan (GDP) in maintaining the proposed number of units, building layout and open space. The applicant had requested flexibility for the 1:1 open space requirement for the GDP; in exchange the development will include a nature trail on the west side of the wetland, a trail along Radio Road, and other high-quality residential amenities onsite.

SUMMARY
The SIP is the final design phase of a PUD where detailed engineering specifications are provided to ensure the civil, stormwater, and architectural details meet the Municipal Code and function appropriately for the site. The project meets the requirements for SIP approval regarding engineering aspects and is consistent with the approved GDP from January 2023. The project offers the much-needed housing in the community with a demonstrated need for additional housing options.

PLAN COMMISSION RECOMMENDATION
The Plan Commission reviewed the proposed PUD SIP for The Current at their March 7, 2023, meeting and held a public hearing. There was no one from the public who commented on the project. The Plan Commission unanimously recommended the approval of the SIP.

CONCLUSION
Staff recommends the City Council approve the resolutions for Specific Implementation Plan (SIP) and Development Agreement for The Current.
RESOLUTION NO.

RESOLUTION APPROVING THE PLANNED UNIT DEVELOPMENT (PUD) SPECIFIC IMPLEMENTATION PLAN (SIP) FOR AN 106-UNIT MULTI-FAMILY DEVELOPMENT

WHEREAS, Capital Investment Partners filed an application for an 106-Unit Multi Family Planned Unit Development (PUD) on Radio Rd at Paulson Road (Legally described as: Lot 1 of Certified Survey Map recorded in Volume 32 of Certified Survey Maps, Page 7216, as Document No. 1163565, being a part of the SW ¼ of the SE ¼ of Section 23, Township 28 North, Range 19 West, City of River Falls, St. Croix County, Wisconsin); and

WHEREAS, the applicant is requesting flexibility regarding 1:1 open space ratio requirement for multifamily development (Sec.17.28.070.I.); and

WHEREAS, the applicant is constructing a privately maintained natural trail around the wetland on the eastern side of the development and constructing a paved trail along Radio Rd in exchange for flexibility granted, as well as constructing a tot lot family play area, pet park and fitness center as part of the development; and

WHEREAS, the Council approved the General Development Plan on January 24, 2023, and found it to be acceptable and consistent with City plans for the area;

WHEREAS, the Plan Commission held a public hearing and reviewed the Specific Implementation Plan on March 7, 2023, and found it to be consistent with the General Development Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of River Falls hereby approves the Specific Implementation Plan for an 106-unit multi-family development on Radio Road at Paulson Road.

Dated this 28th day of March 2023.

CITY OF RIVER FALLS

ATTEST:

__________________________
Dan Toland, Mayor

__________________________
Amy White, City Clerk
RESOLUTION NO.

RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT
FOR THE CURRENT MULTI-FAMILY PROJECT

WHEREAS, the City of River Falls and River Falls Development II, LLC have arrived at an
agreement for an 106-unit multi-family housing project to be developed on Radio Road; and

WHEREAS, the City of River Falls and River Falls Development II, LLC have arrived at a
development agreement related to the construction and final acceptance of public infrastructure
related to the project; and

WHEREAS, the City Council has reviewed the Development Agreement and found the terms
and conditions acceptable;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of River Falls hereby
approves the Development Agreement between the City of River Falls and River Falls
Development II, LLC for The Current multi-family housing project and authorizes the City
Administrator to finalize and sign on behalf of the City.

Dated this 28th day of March 2023.

________________________________________________________________________
Dan Toland, Mayor

ATTEST:

________________________________________________________________________
Amy White, City Clerk
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RIVER FALLS, RIVER FALLS DEVELOPMENT II, LLC

This DEVELOPMENT AGREEMENT is made and entered into as of this 28th day of March, 2023 by and between the City of River Falls, a Wisconsin municipal corporation (the “City”) and River Falls Development II, a Wisconsin limited liability company (“Developer”)

WITNESSETH:

WHEREAS, Developer desires to develop the Real Estate located within the City for the following purposes: an apartment complex consisting of 106 multi-family units in four buildings.

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements to the Real Estate 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 or reimbursement, or both, 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 Real Estate;

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, 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 River Falls Development II, a Wisconsin limited liability company, and its successors and assigns as authorized in this Agreement.
l) “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.

m) “Municipal Code” means the City of River Falls, Wisconsin Municipal Code, as codified through Ordinance No. 20210-08, and any future amendments thereto.

n) “Parties” means the City and the Developer.

o) “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.

p) “Real Estate” means the real property described in Exhibit A, together with any improvements thereon.

q) “Specific Implementation Plan” or “SIP” means the planned unit development (PUD) specific implementation plan (SIP) for the Project prepared by the Developer and approved by the Common Council as well as all subsequent revisions thereto previously submitted to anticipated to be approved on the same date as approval of this Agreement by the Common Council of River Falls Wisconsin.

r) “Substantial Completion” means the completion of the public and private infrastructure improvements pursuant to the Specific Implementation Plan, including stormwater management facilities, landscaping, and paving of parking lots, 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.

s) “Unavoidable Delays” means delays, outside the control of the party claiming an occurrence, which are the direct or indirect result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty, litigation or other administrative procedures commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts or requirements of any federal, state, or local governmental unit (other than the City acting in its contractual capacity under this Agreement) which directly results in delays.
ARTICLE II
REPRESENTATIONS, WARRANTIES, 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 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) Units. 106 multi-family units of the type specified in the approved SIP plans.
ii) Landscaping. Developer shall install landscaping per the approved SIP plans.

iii) Utilities. Developer shall cause the Project to be serviced by certain utilities, including without limitation electric, sanitary sewer, water, gas, storm sewer, telephone, television, cable and internet (if different). Except as specifically provided for in Subsection 3)b of this Article III and Article IV, Section 1, 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.**
   a) **Constructed by Developer.** 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. 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.

   b) **Paid by Developer; Constructed by City.** Developer shall pay to the City the City’s costs associated with construction to extend sanitary sewer, being an 8-inch main, to the Real Estate within ten (10) business days of Developer’s receipt of an invoice from the City.

4) **Performance Dates.** Developer agrees and hereby commits to use good faith efforts to complete the construction of the Project according to Article V, Section 3)b, subject to Unavoidable Delays and subject to the City’s performance. The parties understand that time is of the essence with regard to the dates herein specified.

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**

**SANITARY SEWER MATTERS**

1) **Constructed by City.** The City shall extend sanitary sewer to the Real Estate consistent with the SIP and the plans set forth in Exhibit C. Construction of the extended sanitary sewer shall be done by the City or its contractors, subject to reimbursement of such costs required by Developer.

**ARTICLE V**

**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 ($4,150) 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, paid for by Developer, for pedestrians, bicyclists, emergency vehicles, and automobiles;
      viii) Utility plans, including electric, water main extension, sanitary sewer extension, 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:

   a) **Fees and Approvals:**
      i) The Specific Implementation Plan has been approved by the Common Council.
      ii) Payment of all required permit and impact fees, as applicable, 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) which covers all work to be performed associated with the Public Improvements; 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.
      iv) City shall be named as an additional insured reflected on the Certificate of Insurance.
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, 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 Specific Implementation Plan and this Agreement.

a) **Obtain building permits.** Building permits shall only be issued if the following conditions have been met:
   i) The Specific Implementation Plan has been approved by the Common Council.
   ii) Payment of all required permit and impact fees in accordance with the Municipal Code and fee schedule and this Agreement.
   iii) Water, sanitary sewer, storm sewer, and gravel have been installed and placed for the Real Estate.
   iv) Drainage. All drainage easements on the site shall be graded in accordance with the SIP and shall have permanent and temporary erosion control and sediment control measures in place as indicated on the Approved SIP.
   v) Stormwater. All stormwater conveyance facilities located within easements 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) **Construction Schedule.** Developer complete construction on the Project on or before twenty-four (24) months from the date construction on the Project is commenced.

c) **Site Preparation.** Developer shall prepare the site for construction, including, without limitation, any necessary demolition and asphalt removal.

d) **Fill.** Developer shall install sufficient fill to build the Project.

e) **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.

f) 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 to the building located on the Real Estate to the sewer and water mains.

  g) 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.

  h) 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 tree removal immediately, provided Developer has first obtained all necessary permits applicable to the tree removal.

i) 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.

4) **Project Finalization.**

a) **Certificate of Occupancy.** A Certificate of Occupancy shall only be issued for the building located on the Real Estate 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 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 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 the Project shall act as a Certificate of Completion with respect to the Project.

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 V, 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. 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 as determined by the City Engineer. The letter of credit or bond shall be valid 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
V, 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 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 VI**

**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, 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.** 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 on the Real Estate, 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 VII**
**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: 3420 Mall Drive, Suite #4, Eau Claire, WI 54071 Attention: Trevor Bohland (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.** The benefits of this Agreement to the Developer shall not be assigned without the express written approval of the City. Any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, 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. Notwithstanding anything herein to the contrary in this Section Article VII, Section 11, Developer shall not be obligated to indemnify or defend the City or its agents in situations in which the claims, costs and liability are the result of the City’s or its agent’s negligence or willful misconduct.

The City hereby expressly agrees to indemnify and hold the Developer and its agents harmless from and against all claims, costs and liability for injury or damage received or sustained by any person or entity in connection with or arising out of construction of the sanitary sewer main described in Article IV, Section 1. Notwithstanding anything herein to the contrary in this Section Article VII, Section 11, the City shall not be obligated to indemnify or defend the Developer or its agents in situations in which the claims, costs and liability are the result of the Developer’s or its agent’s negligence or willful misconduct. Nothing contained within this
Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wis. Stat. § 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law. The provisions of this section shall survive the termination or expiration of this Agreement.

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. Except as provided in Article IV, 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

RIVER FALLS DEVELOPMENT II, LLC:

By: Capital Investment Partners, LLC
Its: Manager

By: ____________________________
Name: Trevor Boland
Title: Chief Executive Officer
EXHIBIT LIST

Exhibit A: Real Estate Legal Description
Exhibit B: Public Improvements (Approved SIP)
Exhibit C: City Public Improvements
Exhibit D: Project Specific Requirements
Exhibit D-1: Form of Utility Easement
Exhibit D-1: Form of Trail Easement
Exhibit E: Memorandum of Development Agreement
Lot 1 of Certified Survey Map recorded in Volume 32 of Certified Survey Maps, Page 7216, as Document No. 1163565, being a part of the SW ¼ of the SE ¼ of Section 23, Township 28 North, Range 19 West, City of River Falls, St. Croix County, Wisconsin.

For informational purposes only:
Tax Parcel No. [TBD]
Exhibit B
Public Improvements – Approved SIP
(see attached)
Exhibit C
City Public Improvements
(see attached)
Exhibit D
Project Specific Requirements

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

1) Within five (5) business days of a written demand by the City, Developer shall execute a water and sewer easement in a form prepared by the City for the sewer and water extensions as shown in the SIP. The form is attached hereto as Exhibit D-1.

2) Within five (5) business days of written demand by the City, Developer shall execute a public trail easement in a form prepared by the City for the nature trail as described or shown in the SIP. The form is attached hereto as Exhibit D-2.

3) Developer shall pay $780 park dedication impact fee (cash in lieu of land) per residential unit to be collected at the time of building permit consistent with the Municipal Code.

4) Developer shall pay general park impact fee of $577.28 per residential unit to be collected at the time of building permit consistent with the Municipal Code.

5) Developer, and any future owner of the Real Property, shall maintain the nature trail adjacent to the wetland in perpetuity, as described in the SIP.

6) Developer has no obligation to maintain the asphalt trail along Radio Road, as that is an obligation for the City, as described in the SIP.

7) Within five (5) business days of written demand by the City, Developer shall pay to the City the City’s actual costs for Short Elliott Hendrickson, Inc. (“SEH”) to prepare plans for the sanitary sewer and to incorporate it into the Mann Valley construction plans. The current estimated costs are $5,500.00.

8) Within five (5) business days of written demand by the City, Developer shall pay to the City the City’s actual costs for SEH to prepare the traffic impact analysis for the Project. The current estimated costs are $4,200.00.
EXHIBIT D-1
Form of Utility Easement
(see attached)
PERPETUAL MUNICIPAL UTILITY EASEMENT AGREEMENT

THIS PERPETUAL MUNICIPAL UTILITY EASEMENT AGREEMENT (this “Agreement”) is by and between River Falls Development II, LLC, a Wisconsin limited liability company (the “Owner”) and the City of River Falls, a Wisconsin municipal corporation and River Falls Municipal Utilities (collectively and individually, the “City”).

RECITALS:

A. The Owner is the fee holder of certain real property in the City of River Falls, St. Croix County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the “Property”).

B. The City desires to acquire a permanent and perpetual non-exclusive easement for water and sanitary sewer utilities (collectively, the “Municipal Utilities”) and non-exclusive access easement into, under, on, over, across, through, and upon that certain portion of the Property as shown on the attached Exhibit B, attached hereto and incorporated herein by reference (the “Easement Area”), with the right of entry in and across the Property.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. The Owner grants to the City a permanent and perpetual non-exclusive municipal utility easement into, under, on, over, across, through, and upon that certain portion of
the Property for the construction, operation, use, maintenance, repair, and reconstruction of water and sanitary sewer utility in the Easement Area (the “Utility Easement”).

2. **Grant of Access Easement.** Owner grants and conveys unto City a permanent and perpetual, non-exclusive access easement (the “Access Easement,” and together with the Utility Easement, the “Easement”) on, over, across, through, and upon the Property for vehicular and pedestrian ingress and egress to the Municipal Utilities.

3. **Right of Entry.** Owner consents to the entry by the employees, workers, agents, or independent contractors of the City for and incidental to the construction, operation, use, maintenance, repair, and reconstruction of the Municipal Utilities and the Easement Area.

4. **Consistent Uses Allowed.** The Owner reserves the right to use the Easement for purposes that will not interfere with the City’s full enjoyment of the Easement rights granted in this Agreement.

5. **Interference.** Owner shall submit plans for review and approval by the City’s Director of Public Works, or designee, for any proposed improvement, alteration, or modification that Owner would like to complete in the Easement Area. City review will be limited to compliance with City ordinances and preventing interference with the construction, operation, use, maintenance, repair, or reconstruction of the Municipal Utilities or access thereto. Construction of buildings, stoops, walls, fencing, or permanent structures of any kind within the Easement Area is prohibited unless otherwise approved by the City’s Director of Public Works.

6. **Venue and Governing Law.** This Agreement shall be governed in all respects, whether as to the validity, construction, capacity, performance, or otherwise by the laws of the State of Wisconsin. Any suit, proceeding, or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction located in the state court located in Pierce County, Wisconsin or federal court located in Eau Claire County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

7. **Governmental Immunity.** Nothing contained within this Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wis. Stat. § 893.80, 895.52, and 345.05.

8. **Covenants Run with Land.** All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the City and their respective successors and assigns.

9. **Non-Use.** Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement rights to the fullest extent authorized in this Agreement.

10. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of St. Croix County, Wisconsin.

11. **Notices.** All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement may be served (as an alternative to personal service) by registered or certified mail, or overnight courier. Any such notice
or demand so served by registered or certified mail shall be deposited in the United States Mail with postage thereon fully prepaid and addressed to the party to be served at the addresses set forth below. Service of any such notice or demand so made by mail shall be deemed complete three (3) days after the day of mailing. Further, any such notice may be made by Federal Express (or other reputable overnight courier service), which shall be effective one (1) business day after delivery to such overnight courier, at the addresses indicated below. Either party may change its address for notice by providing written notice to the other party.

To Grantor:

River Falls Development II, LLC  
Attention: Trevor Bohland  
3420 Mall Drive, Suite #4  
Eau Claire, WI 54071

To Grantee:

City of River Falls  
Attn: City Administrator  
222 Lewis Street  
River Falls, WI 54022

12. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

13. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

14. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

15. **No Liens.** No party to this Agreement shall permit any claim, lien or other encumbrance arising from any party’s use of the Easement referenced herein to accrue against or attach to the property of any other party to this Agreement.

16. **Authority to Sign.** The undersigned persons executing this Agreement on behalf of the City and the Owner represent and certify that they are fully empowered to execute and deliver this document; that Owner has the full capacity to convey Easement described herein; and that all necessary action for the making of such conveyance has been taken and done.
17. **Mortgage.** [USE IF PROPERTY ENCUMBERED BY MORTGAGE] Owner acknowledges that the Property is subject to a mortgage. The mortgage holder has consented to this Agreement.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

    [SIGNATURE PAGES FOLLOW]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last set forth below.

OWNER:

RIVER FALLS DEVELOPMENT II, LLC:

By: Capital Investment Partners, LLC
Its: Manager

By: _______________________
Name: Trevor Boland
Title: Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF ____________________  )
COUNTY OF ____________________  )

Personally came before me on the ____ day of _____________, 20__, the above-named ____________________________, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_______________________________________
___________________________, Notary Public

STATE of ____________________
My commission expires: _________________

THIS DOCUMENT DRAFTED BY:

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

[Signature Page 1 of 2]
CITY:

City of River Falls, a Wisconsin municipal corporation

By: ________________________________
Dan Toland, Mayor

Attest: ______________________________
Amy White, City Clerk

ACKNOWLEDGEMENT

STATE OF ____________________  )
)ss.
COUNTY OF ____________________  )

Personally came before me on the ___ day of _____________, 20__, the above-named ___
___________________________, to me known to be the person(s) who executed the foregoing instrument
and acknowledged the same.

___________________________, Notary Public

State of ____________________
My commission expires: ____________________

THIS DOCUMENT DRAFTED BY:

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

[Signature Page 2 of 2]
CONSENT OF MORTGAGEE [NTD: Remove if no mortgagee]

The undersigned, being the holder of a mortgage against the Property, consents to the grant of the easement set forth above and agrees that its interest in the Property shall be subject to the easement.

Dated: (Date)

By:

Name:

Title:

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF ______

This instrument was acknowledged before me on (date) by (name of officer of mortgagee), the (name of office) of (name of mortgagee).

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _______________________

THIS DOCUMENT DRAFTED BY:

Atty Christopher B. Gierhart
Weld Riley, S.C.
PO Box 1030
Eau Claire, WI 54702-1030
EXHIBIT A

(Legal description of Property)

Lot 1 of Certified Survey Map recorded in Volume 32 of Certified Survey Maps, Page 7216, as Document No. 1163565, being a part of the SW ¼ of the SE ¼ of Section 23, Township 28 North, Range 19 West, City of River Falls, St. Croix County, Wisconsin.

For informational purposes only:

Tax Parcel No. [TBD]
EXHIBIT B

(Legal description of Easement Area)
Exhibit D-2
Trail Easement
(see attached)
PEDESTRIAN TRAIL EASEMENT AGREEMENT

THIS PEDESTRIAN TRAIL EASEMENT AGREEMENT (this “Agreement”) is entered into as of the __ day of ____________, 2023 (the “Effective Date”) by and between River Falls Development II, LLC, a Wisconsin limited liability company (“Grantor”) and the City of River Falls, a Wisconsin municipal corporation, and its successors and assigns (collectively, “Grantee”).

RECITALS:

A. Grantor is the owner of certain real property located in the City of River Falls, St. Croix County, Wisconsin, as described on the attached Exhibit A (collectively, the “Property”); and

B. Grantor, for the benefit of Grantee and the public, will construct a non-paved nature trail on a portion of the Property as set forth herein consistent with the terms of the specific implementation plan submitted by the Grantor for a project on the Property that has been approved by Common Council of Grantee, as demonstrated by a signed resolution, and the Grantee’s City Engineer, as demonstrated by a signed approval letter or memorandum all as a requirement of the Development Review Process required by the Grantee pursuant to Title 17 of the Municipal Code, River Falls Wisconsin (the “Specific Implementation Plan”). The term Specific Implementation Plan includes all subsequent revisions or amendments to the Specific Implementation Plan prepared by Grantor, submitted to the Grantee, and approved by Grantee’s staff and the Common Council.

C. Grantee has requested from Grantor a non-exclusive easement and right-of-way over a portion of the Property as described and depicted on the attached Exhibit B (the “Easement Area”) to be used by Grantee, its successors and assigns, together with all members of the public for the purposes and on the conditions set forth in this Agreement; and
D. Grantor desires to create an easement over the Easement Area to enable Grantee to use the Easement Area under the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor grants a non-exclusive easement and right-of-way as described and depicted in Exhibit B, being ten (10) feet in width to and for the benefit of Grantee to use the Easement Area as part of the Grantee’s trail system (the “Easement”). However, the Easement shall not be considered a dedication to the public.

2. **Access Rights.** The Grantee shall have the right to access and use the Easement Area for any purpose related to pedestrian recreation trail purposes.

3. **Use of Easement for Public Purposes.** This pedestrian recreation trail is not intended to be a public sidewalk as defined by local and state law, but instead will be operated and maintained by the Grantor as a pedestrian recreation trail for all purposes.

4. **Construction and Maintenance.** The Grantor will construct, at its cost, the pedestrian recreation trail within the Easement Area in accordance with the Specific Implementation Plan. The trail will be constructed in the future at a time consistent with the Specific Implementation Plan. The Grantor shall be responsible for constructing, maintaining, repairing, and replacing the pedestrian trail within the Easement Area. Grantor shall be responsible for repairing any damage to the recreational trail that are the result of the actions of Grantor or its agents.

5. **Interference with Easement.** Grantor, together with its agents and assigns, shall not interfere with the Grantee’s use of the Easement Area, and in particular shall not alter the slope, elevation, or vegetation associated with the Easement Area, or install or construct any structures, improvements or materials within the Easement Area, including without limitation, temporary or permanent building structures, driveways, parking areas, sheds, change in elevations, and vegetation, except as may be authorized by the Grantee in writing. Any such improvements shall be subservient to the Grantee’s use of the Easement Area. If Grantor fails to remove any non-permitted structures or improvements, then Grantee may remove any such non-permitted, structure, improvements or materials at Grantor’s expense. Grantee’s written consent will be required before any additional easements or uses of the Easement Area may be granted by Grantor to a third party.

6. **Use of Easement by Others.** Grantor and Grantee agrees that the Grantor may authorize any contractor, third party, or other party who is working with the Grantor with respect to the construction and maintenance obligations of the pedestrian trail identified herein.

7. **Default.** If Grantor or Grantee reasonably believes that the terms of this Agreement have been breached, then written notification of the alleged breach shall be delivered to the other party. Any party in breach shall have thirty (30) days to cure any actual breach. However, the Grantee may take any actions it believes is necessary to remedy any situation that materially interferes with the lawful use of the Easement Area and/or poses a danger or hazard to the public.

8. **Covenants Run with Land.** This Easement is being granted in perpetuity for public
purposes and uses, both current and future, without regard to the Grantee’s use of the Easement Area at any particular time. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantee and Grantor and their respective legal representatives, successors and assigns. The Easement granted herein is an easement appurtenant to the Property and may not be transferred separately from, or severed from, title to the Property and is for the benefit of Grantee and its successors and assigns.

9. **Termination.** This Agreement and easement granted herein shall terminate only upon the mutual written consent of the Grantor and Grantee, or their successors or assigns, recorded with the St. Croix County Register of Deeds.

10. **Non-Use.** Non-use or limited use of the Easement granted in this Agreement shall not prevent Grantee from later use of the Easement to the fullest extent authorized in this Agreement.

11. **Governmental Immunity.** Nothing in this Agreement is intended as a waiver of the Grantee’s right or opportunity to rely upon the municipal limitations and immunities contained within Wisconsin law. Municipal immunities and limitations include, but are not limited to, Wis. Stat. §§ 345.05, 893.80, and 893.83.

12. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

13. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

14. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief.

15. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

16. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of St. Croix County, Wisconsin.

17. **Notices.** All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement may be served (as an alternative to personal service) by registered or certified mail, or overnight courier. Any such notice or demand so served by registered or certified mail shall be
deposited in the United States Mail with postage thereon fully prepaid and addressed to the party to be served at the addresses set forth below. Service of any such notice or demand so made by mail shall be deemed complete three (3) days after the day of mailing. Further, any such notice may be made by Federal Express (or other reputable overnight courier service), which shall be effective one (1) business day after delivery to such overnight courier, at the addresses indicated below. Either party may change its address for notice by providing written notice to the other party.

To Grantor:

River Falls Development II, LLC  
Attention: Trevor Bohland  
3420 Mall Drive, Suite #4  
Eau Claire, WI 54071

To Grantee:

City of River Falls  
Attn: City Administrator  
222 Lewis Street  
River Falls, WI 54022

18. Authority. Grantor warrants to Grantee that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

19. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

20. Recitals. The recitals set forth above are true and correct and are hereby incorporated as a material part of this Agreement.

[signature pages follow]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

GRANTOR:

River Falls Development II, LLC:

By: Capital Investment Partners, LLC
Its: Manager

By: ________________________________
Name: Trevor Boland
Title: Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF ____________________ )
COUNTY OF __________________ )

Personally came before me on the __ day of _____________, 20__, the above-named ___________________________, to me known to be the person who executed the foregoing instrument and acknowledged the same.

______________________________, Notary Public
State of ____________________
My commission expires: __________________

THIS DOCUMENT DRAFTED BY:

Atty Christopher B. Gierhart
Weld Riley, S.C.
PO Box 1030
Eau Claire, WI 54702-1030
GRANTEE:

City of River Falls, a Wisconsin municipal corporation

By: __________________________
Name: Dan Toland
Title: Mayor
Attest: __________________________
Name: Amy White
Title: City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN )
COUNTY OF ________________ ) ss.

Personally came before me on the ____ day of _____________, 20____, the above-named _____________________________, to me known to be the person who executed the foregoing instrument and acknowledged the same.

________________________________, Notary Public
State of Wisconsin
My commission expires: __________________

THIS DOCUMENT DRAFTED BY:

Atty Christopher B. Gierhart
Weld Riley, S.C.
PO Box 1030
Eau Claire, WI 54702-1030
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1 of Certified Survey Map recorded in Volume 32 of Certified Survey Maps, Page 7216, as Document No. 1163565, being a part of the SW ¼ of the SE ¼ of Section 23, Township 28 North, Range 19 West, City of River Falls, St. Croix County, Wisconsin.

For informational purposes only:
Tax Parcel No. [TBD]
EXHIBIT B

DESCRIPTION OF EASEMENT AREA

[TBD]
Exhibit E
Memorandum of Development Agreement
(see attached)

[Exhibit E]
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. GierhartWeld Riley, S.C.
PO Box 1030
Eau Claire, WI 54702-10

Parcel Identification Numbers (PINs)
This is not homestead property.
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 River Falls Development II, a Wisconsin limited liability company (“Developer”) who agree as follows:

WHEREAS, as of ____________, a Development Agreement (the “Development Agreement”) was entered into by and between the City and Developer regarding the property legally described on the attached Exhibit A (the “Property”); and

WHEREAS, Developer and City wish to memorialize of record the existence of the Development Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is agreed, Developer and City agree as follows:

1. Notice is hereby given that the Property is subject to all terms and conditions of the Development Agreement.

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]
IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed on the date(s) set forth below.

CITY:

By: __________________________
Name: Dan Toland
Title: Mayor

Attest:

___________________________
Name: Amy White
Title: City Clerk

ACKNOWLEDGEMENT

STATE OF ____________________  )
) ss.
COUNTY OF __________________  )

Personally came before me on the ____ day of _____________, 2023, the above-named Dan Toland and Amy White, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_______________________________________, Notary Public
State of __________________
My commission expires: _________________
ACKNOWLEDGEMENT

STATE OF ____________________ )
    )ss.
COUNTY OF ____________________ )

Personally came before me on the ___ day of _____________, 2023, the above-named Trevor Boland, as Chief Executive Officer of Capital Investment Partners, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_______________________________________, Notary Public
State of ____________________
My commission expires: ____________________
Lot 1 of Certified Survey Map recorded in Volume 32 of Certified Survey Maps, Page 7216, as Document No. 1163565, being a part of the SW ¼ of the SE ¼ of Section 23, Township 28 North, Range 19 West, City of River Falls, St. Croix County, Wisconsin.

For informational purposes only:
Tax Parcel No. [TBD]
MEMORANDUM

TO: Mayor Toland and City Councilmembers

FROM: Sam Burns, Planner

DATE: March 28, 2023

TITLE: Resolution directing the Zoning Administrator to make reasonable accommodations in the interpretation of the zoning code to permit a group home located in the City of River Falls Extraterritorial Zone (ETZ).

RECOMMENDED ACTION
Adopt the enclosed resolution directing the Zoning Administrator to make a reasonable accommodation in the interpretation of the zoning code to permit a group home located in the City of River Falls ETZ.

BACKGROUND
TLL Solutions (Dan Lawrence) approached the City of River Falls and the Town of River Falls with the stated goal of building a group home for adults with special needs in the City’s ETZ. TLL Solutions is looking to construct the home on a property where residents would be able to grow and sell their own food and keep animals. The site, located at W9194 Hwy 29, is currently zoned A-1 Exclusive Agriculture.

Subject parcel outlined in blue
ANALYSIS
Currently, Municipal Code permits an agriculturally related dwelling as a use on land zoned A-1 which is occupied by the person who, or the family, at least one member of which, earns a substantial part of his or her livelihood from farm operations on that farm parcel. While the group home intends to include agriculture as a significant part of its programming and emphasize it in the day-to-day life of residents, it is not guaranteed to be a substantial part of the group homes' livelihood.

However, the Americans with Disabilities Act (ADA) requires local governments to make “reasonable accommodations” (modifications or exceptions) to rules, policies, practices, or services when necessary to afford persons with disabilities equal access to public accommodations such as restaurants, retail establishments, or other businesses normally open to the public. Similarly, the federal Fair Housing Act, and more specifically, Wisconsin’s Fair Housing law, Wis. Stat. § 106.50, requires local governments to make reasonable accommodations to provide equal access to housing for persons with disabilities.

Relief from Zoning or Other Land Use Restrictions as Reasonable Accommodations Under Fair Housing Act, 42 U.S.C.A. § 3604(f) preface their report by stating,

“Operators of group homes for the disabled often seek to establish new residences for their clients in districts zoned for single-family use, to better integrate the residents into the community. However, local governmental officials and neighbors of the site frequently oppose such proposals due to concerns about crime, noise, traffic, and the like, and they point to a wide variety of ordinances that the homes purportedly would violate. Similarly, zoning restrictions are often enforced against disabled individuals to prevent them from making changes to their homes that were needed because of the disability. In this respect, the Fair Housing Act, 42 U.S.C.A. § 3604(f)(3)(B) (FHA), makes it unlawful to refuse to make a reasonable accommodation to afford a handicapped person equal opportunity to use and enjoy a dwelling, thus usually requiring some modification of these zoning restrictions.”

CONCLUSION
While a group home is not explicitly permitted in the ETZ’s A-1 Exclusive Agriculture district, staff finds that federal and state legislation including the Americans with Disabilities Act, Fair Housing Act, and Wisconsin’s Fair Housing law, requires reasonable accommodations be made for housing for people with disabilities. As such, staff suggests the Mayor and City Council direct the City of River Falls Zoning Administrator to make said reasonable accommodations to permit a group home in an A-1 Exclusive Agriculture District.
RESOLUTION NO.
RESOLUTION DIRECTING THE ZONING ADMINISTRATOR TO MAKE A REASONABLE ACCOMMODATION IN THE INTERPRETATION OF THE ZONING CODE TO PERMIT A GROUP HOME LOCATED IN THE CITY OF RIVER FALLS ETZ

WHEREAS, TLL Solutions, is looking to build a group home for adults with disabilities in the River Falls, on a site currently zoned A-1 Exclusive Agriculture which does not explicitly permit the proposed use; and

WHEREAS, federal and state legislation such as the Americans with Disabilities Act, Fair Housing Act, 42 U.S.C.A § 3604(f), and Wisconsin’s Fair Housing law, Wis. Stat. § 106.50, requires local governments to make reasonable accommodations to afford persons with disabilities equal access to housing and commercial accommodations; and

WHEREAS, the proposed site of the group home is anticipated to be otherwise compatible with the proposed use and meet all other applicable codes and ordinances;

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of River Falls hereby directs the Zoning Administrator to make a reasonable accommodation in the interpretation of the zoning code to permit a group home located in the City of River Falls Extra Territorial Zone.

Dated this 28th day of March 2023.

CITY OF RIVER FALLS

__________________________________________
Dan Toland, Mayor

ATTEST:

__________________________________________
Amy White, City Clerk
MEMORANDUM

TO: Mayor Toland and City Councilmembers
FROM: Ellen Massey, Management Analyst Fellow
DATE: March 28, 2023
TITLE: Resolution Approving the Purchase of Shared-Ride Taxi Vehicle Replacement

RECOMMENDED ACTION
Approve the resolution to purchase a replacement taxi from A&J Commercial in 2023.

BACKGROUND
The shared-ride service provides taxi services to all residents and provides low-fare rides to income restricted residents. The City’s fleet currently has 3 accessible taxi vehicles, one purchased in 2018 and two purchased in 2019. The vehicles are owned by the City and leased to Runnings Inc., who manages the city-wide shared-ride taxi service. On September 9, 2022, Council approved the 2023 budget which included the purchase of a taxi vehicle to replace the oldest taxi of the fleet, if grant funding is secured. The Dodge Grand Caravan SE was purchased in 2018 and currently has 151,000 miles on the engine which is 51,000 miles above the useful life.

DISCUSSION
The City applied for capital grant funding in the 2022 Public Transit Assistance Program (PTAP) and received the 80% federal funding in the amount of $54,240.

Federal American with Disabilities Act (ADA) outlines the requirements for accessible vehicle types for the PTAP grant, therefore, the State manages the request for proposal process, to ensure proper vehicles are purchased in accordance with the law. The State provides the City with winning bids from the State approved vendors for accessible vehicles. Those bids are outlined below.

<table>
<thead>
<tr>
<th>Bid #510467 - Minivans and Bariatric Rear</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Minivan, Side Load Ramp A&amp;J Commercial Chrysler Voyager LX 3/2 n/a $67,746</td>
</tr>
<tr>
<td>2 Minivan, Rear Load Ramp TESCO Chrysler Voyager LX 3/2 n/a $62,654</td>
</tr>
<tr>
<td>3 Transit/Bariatric, Rear Load Lift Diverge Transit 350 XL 7/0 - 3/1 - 3/2 $50,902 $64,575</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid #510283 Mini Buses and Bariatric Side</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Transit/Bariatric, Side Load Lift A&amp;J Commercial Transit 350 XL 7/1 - 5/2 - 5/1 $49,117 $76,575</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid #510366 Medium Buses</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 Med. Bus, Side Load Lift TESCO ECII (Ford 450) 12/1 - 10/2 - 8/3 $120,785 $137,695</td>
</tr>
<tr>
<td>10 Med. Bus, Honeycomb Fiberglass, Side Load Lift A&amp;J Commercial VIP 2500 (Ford 450) 12/1 - 10/2 - 8/3 $84,164 $129,735</td>
</tr>
<tr>
<td>11 Med. Lg. Bus, Side Load Lift TESCO ECIII (Ford 450) 13/1 - 11/2 - 9/3 $123,054 $140,282</td>
</tr>
</tbody>
</table>
To remain consistent with our current fleet vehicles and ease of use to both the drivers and passengers, staff is recommending the Chrysler Voyager LX minivan with side load ramp from A&J Commercial located in Valders, Wisconsin, similar to the photo below.

FISCAL IMPACT
The 2023 approved budget identified $7,600 local share expectation for the replacement of the taxi. High inflation costs yielded bids for replacement vehicles higher than expected. To secure a taxi today, the bids ranged from $62,654 to $140,282. Staff is recommending the Chrysler Voyager LX minivan with side load ramp priced at $67,746. This is $5,949 over budget. It is anticipated the $5,949 will be offset by auctioning the 2018 taxi that will be put out of service. Any remaining difference in cost will come from the taxi fund’s cash balance for 2023. City decals will be placed on the vehicle by City Staff.

<table>
<thead>
<tr>
<th>Sources</th>
<th>Amount</th>
<th>Uses</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxi Grant (80%)</td>
<td>$54,240</td>
<td>Purchasing taxi</td>
<td>$67,746</td>
</tr>
<tr>
<td>City contribution (20%)</td>
<td>$13,506</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Sources</strong></td>
<td><strong>$67,746</strong></td>
<td><strong>Total Uses</strong></td>
<td><strong>$67,746</strong></td>
</tr>
</tbody>
</table>

CONCLUSION
The taxi purchased in 2018 has 51,000 miles over its recommended useful life and needs to be replaced. The City budgeted to replace this taxi in 2023. Due to inflation the cost of a replacement vehicle is higher than expected but, the City received the 80% contribution from Federal Funds and the City portion will be paid for by profits of auctioning the 2018 taxi and the cash balance in the Taxi Fund. Staff recommends approving the resolution to purchase a replacement taxi from A&J Commercial.
RESOLUTION NO.

RESOLUTION APPROVING THE PURCHASE OF SHARED-RIDE TAXI VEHICLE REPLACEMENT

WHEREAS, On September 9, 2022, City Council passed the 2023 budget that included the replacement of the taxi purchased in 2018; and

WHEREAS, A&J Commercial provided the most competitive bid for a minivan with side load ability at $67,746; and

WHEREAS, The City received the 80% Federal funding contribution in the amount of $54,240 for the purchase of a new taxi; and

WHEREAS, The City will auction the 2018 taxi and place those profits towards the City portion of the replacement taxi; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby approves the purchase of a replacement taxi from A&J Commercial for the shared-ride taxi service in River Falls.

Dated this 28th of March, 2023.

______________________________
Dan Toland, Mayor

ATTEST:

______________________________
Amy White, City Clerk
MEMORANDUM

TO: Mayor Toland and City Council
FROM: Jackie Hanson, Deputy City Clerk
DATE: March 28, 2023
TITLE: Change of Agent Request – Tattersall Companies, LLC

RECOMMENDED ACTION
Approve appointment of Kodi Satra as Agent for Tattersall Distilling Company.

BACKGROUND
Tattersall Companies, LLC was granted a Class “B” Beer License. §125.04(6) states Corporations and Limited Liability Companies must appoint an Agent and that Agent shall be approved by the issuing authority. On November 9, 2021, Council approved Robin McDonaugh as the agent of Tattersall Distilling Company. Robin is no longer working with Tattersall Distilling Company and approval for appointment of a new agent is necessary.

DISCUSSION
Tattersall Companies, LLC is requesting Kodi Satra as Agent for Tattersall Distilling Company. Kodi has successfully completed the requirements to be appointed as Agent and will be in attendance at the meeting.

CONCLUSION
Consider appointing the change of Agent request for Tattersall Distilling Company and appoint Kodi Satra.
Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village of RIVER FALLS County of ST. CROIX

☒ City

The undersigned duly authorized officer/member/manager of TATTERSALL COMPANIES LLC (Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

TATTERSALL DISTILLING - RIVER FALLS (Trade Name)

located at: 1777 PAULSON ROAD, RIVER FALLS, WI, 54022

appoints KODI SATRA (Name of Appointed Agent)

380 TOWER ROAD, HUDSON, WI, 54016 (Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 12/6/2021

Place of residence last year 380 TOWER ROAD, HUDSON, WI, 54016

For: TATTERSALL COMPANIES LLC (Name of Corporation / Organization / Limited Liability Company)

By: KODI SATRA (Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.

ACCEPTANCE BY AGENT

☐ KODI SATRA (Print / Type Agent's Name), hereby accept this appointment as agent for the corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

KODI SATRA (Signature of Agent) 3/14/23 (Date)

380 TOWER ROAD, HUDSON, WI 54016 (Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY

(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 3/21/22 by Gordon Young (Signature of Proper Local Official) Title Police Chief

(Town Chair, Village President, Police Chief)

Wisconsin Department of Revenue
Auxiliary Questionnaire
Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) (first name) (middle name)
Satra Kodi Ann

Home Address (street/road)
380 Tower Road

Post Office
City
Hudson

State Zip Code
WI 54106

Home Phone Number
+14064890919

Place of Birth
Sidney, MT

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an Individual.
☐ A member of a partnership which is making application for an alcohol beverage license.
☐ Agent of Tattersall Companies LLC

 which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? Since December 2021

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes ☐ No ☑

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes ☐ No ☑

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes ☐ No ☑

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes ☐ No ☑

6. Named individual must list in chronological order last two employers.

<table>
<thead>
<tr>
<th>Employer's Name</th>
<th>Employer's Address</th>
<th>Employed From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morrissey Hospitality</td>
<td>6 west 5th street St. Paul</td>
<td>October 2021</td>
<td>Current</td>
</tr>
<tr>
<td>Tattersall Distilling</td>
<td>1620 central Ave NE Mpls</td>
<td>December 2018</td>
<td>October 2021</td>
</tr>
</tbody>
</table>

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

(Signature of Named Individual)

Wisconsin Department of Revenue

152
Supplement to
Schedule For Appointment of Agent

1. As designated agent for the license holder, do you understand that you have full responsibility over the business and may be held civilly or criminally liable for violations of the law or City ordinances by its employees, even if you are not physically present?
   Yes ☒ No ❌

2. Do you understand that under the laws of Wisconsin, violations of statutes regulating the sale of liquor do not require the showing of a willful or intentional act?
   Yes ☒ No ❌

3. Do you understand that if an employee or agent of the entity on whose behalf you are agreeing to act as agent is guilty of a violation, it is no defense for you to claim that you were not present and did not know of the acts of that employee or agent and that you can be held responsible even if you expressly forbade that employee or agent from engaging in a particular act in violation of the state liquor laws?
   Yes ☒ No ❌

4. Do you understand that with respect to employees or agents, as long as they are performing acts that fall within their scope of employment, such as serving beer or alcohol, such that for all intents and purposes he or she appears to be representing the interests of the license holder, you as its agent, can be held vicariously liable for violations of the law?
   Yes ☒ No ❌

5. Do you realize that at all times the business is open, as its agent, you are responsible to make certain that all liquor laws and ordinances are being obeyed?
   Yes ☒ No ❌

6. Do you understand that even if you claim that you were negligent in hiring or supervising an employee who violates the law, this is no excuse if a liquor law violation is brought against you in your representative capacity as agent?
   Yes ☒ No ❌

Signature of Agent: [Signature]
Date: 3/14/23
MEMORANDUM

TO: Mayor Toland and City Council

FROM: Josh Solinger, Finance Director
Scott Kosmo, Senior Accountant

DATE: March 28, 2023

TITLE: Resolution Approving Uncollectible EMS Accounts for Fiscal Year 2022

RECOMMENDED ACTION
Adoption of the attached resolution to dispose of uncollectible EMS accounts as of December 31, 2022. Staff will adjust the EMS Fund’s balance sheet accordingly.

BACKGROUND
The City’s emergency medical services (EMS) were outsourced to Allina Health EMS in November 2020. The City is still attempting to collect on payments for services provided prior to the outsourcing, and the collections are done by Waukesha County through a contract between both entities.

<table>
<thead>
<tr>
<th>Year</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receivables</td>
<td>$1,661,898.83</td>
<td>$1,959,738.00</td>
<td>$2,049,342.42</td>
<td>$1,906,589.39</td>
</tr>
</tbody>
</table>

At the Biennial Budget workshop on October 18, 2022, staff informed Council that a write-off for a large portion of remaining receivables in the EMS Fund is necessary. As part of the year-end audit process, staff consulted with the auditors and propose the following write-off and balance sheet adjustments.

DISCUSSION
At the end of 2021, receivables totaled $1,621,959.41 and were offset by an allowance for doubtful accounts totaling $1,297,567.11. After discussion with the auditors, staff propose adjustments for Fiscal Year 2022 that will leave a total receivables balance of $336,965.70 and an offsetting allowance for doubtful accounts totaling $269,572.56.

<table>
<thead>
<tr>
<th>Year</th>
<th>2021</th>
<th>2022</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receivables</td>
<td>$1,621,959.41</td>
<td>$336,965.70</td>
<td>$(1,284,993.71)</td>
</tr>
<tr>
<td>Allowance for Doubtful</td>
<td>(1,297,567.11)</td>
<td>(269,572.56)</td>
<td>1,027,994.55</td>
</tr>
<tr>
<td>Expected for Collection</td>
<td>$324,392.30</td>
<td>$67,393.14</td>
<td>$(256,999.16)</td>
</tr>
</tbody>
</table>

Staff are confident in the new receivables total because it is a number that can be substantiated with reports provided by Waukesha County. The allowance for doubtful accounts represents the dollar value of receivables staff do not believe will be collected. The methodology employed,
which is agreed upon by the City’s auditors, is to multiply the receivables total by 80 percent to determine the allowance for doubtful accounts. In future years, staff may consider increasing the allowance for doubtful accounts to 90 percent of the receivables balance.

The remaining dollar value of receivables after adjusting for the allowance for uncollectible accounts represents the amount of receivables staff assume the City will collect. The value of receivables expected for collection decreases from $324,392.30 to $67,393.14, or a decrease of $256,999.16. This reduction represents the write-off Council is being asked to authorize in the attached resolution, and will be reflected as an expense in the EMS Fund for Fiscal Year 2022.

CONCLUSION
Staff continue to manage remaining receivables in the EMS Fund from when the City operated emergency medical services. A large receivables balance and large offsetting allowance for doubtful accounts have historically been present on the fund’s balance sheet.

Staff seek to adjust how the fund’s fiscal position is portrayed, and this intent was communicated to the Council as part of the 2023-2024 Biennial Budget process. Staff worked with the City’s auditors to make the adjustments.

The adjustments do two things. First, they reduce the receivables balance to a dollar value substantiated by reports provided by the City’s third-party collections agency. Second, they reduce the value of expected collections by $256,999.16, which is a write-off that requires Council approval to effectuate. Staff request Council approval of the attached resolution effectuating the write-off for EMS collections effective in Fiscal Year 2022.
RESOLUTION NO.

RESOLUTION APPROVING UNCOLLECTIBLE EMS ACCOUNTS FOR FISCAL YEAR 2022

WHEREAS, as of the end of Fiscal Year 2022 the City of River Falls has certain outstanding receivables within its EMS Fund; and

WHEREAS, those receivables are partially offset by an allowance for uncollectible accounts; and

WHEREAS, staff worked with the City’s auditors to adjust the balances for receivables and allowance for uncollectible accounts; and

WHEREAS, the adjustment produced a decrease in the value of receivables that the City expects to collect, which represents a write-off; and

WHEREAS, write-offs are subject to Council approval.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of River Falls that it hereby authorizes the write-off for the EMS Fund totaling $256,999.16 as developed by staff and with the concurrence of the City’s auditor, effective for Fiscal Year 2022.

Dated this 28th day of March, 2023.

__________________________________________
Dan Toland, Mayor

ATTEST:

__________________________________________
Amy White, City Clerk
MEMORANDUM

TO: Mayor Toland and City Councilmembers

FROM: Bridget Hieb, Account Clerk

DATE: March 28, 2023

TITLE: Policy on Uncollectible Accounts

RECOMMENDED ACTION
Approval of the attached resolution to update the Policy on Uncollectible Accounts.

BACKGROUND
The City invoices customers for many types of charges including delinquent personal property taxes, fire department responses to accidents, mowing and snow removal, utility services and other miscellaneous charges.

The City currently has a policy for handling uncollectible accounts. The policy provides procedures and a general schedule for processing the different types of uncollectible charges. Reasons that charges are uncollectible include the customer not having wages or assets available, they may be in care and/or disabled with no possibility of future employment, bankruptcy, or the customer may be incarcerated or deceased.

DISCUSSION
The City’s current uncollectible policy has not been updated in several years. It contains EMS language no longer needed and required language for additional collection methods, collection timelines and dollar thresholds that determine when Council authorization is required.

Policy provisions were not changed regarding uncollectible accounts for personal property taxes and delinquent utility charges. However, the policy previously required Council authorization to write off all other uncollectible accounts with a dollar value of $50 or more. The policy amendment would change the threshold for Council approval to $500 to provide a more efficient process for customers and the City. Many small charges that are uncollectible previously awaited Council authorization, and the new threshold will allow for more timely disposition.

Staff will hold uncollectible accounts for a period of five years unless circumstance would allow for the City to write-off the uncollectible amount sooner. Such circumstances might include lack of customer information or the death of the customer. Holding uncollectible accounts for five years before writing them off will be consistent with the five-year period the State uses to try and collect on debts sent to them by municipalities. The thresholds shown in the policy will determine whether the write-off is administrative or requires Council action.
FISCAL IMPACT
There is no fiscal impact to the City to update the policy.

CONCLUSION
Staff recommends approval of the attached resolution to update the Policy on Uncollectible Accounts.
RESOLUTION NO.

RESOLUTION REGARDING POLICY ON UNCOLLECTIBLE ACCOUNTS

WHEREAS, the City of River Falls has certain outstanding/unpaid City accounts; and

WHEREAS, the City has a policy in place to process uncollectible accounts; and

WHEREAS, the policy has been updated to clarify existing language with the intent of allowing for more timely disposition.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of River Falls that it hereby approves the Policy on Uncollectible Accounts as of March 28, 2023.

Dated this 28 day of March, 2023.

_____________________________
Dan Toland, Mayor

ATTEST:

_____________________________
Amy White, City Clerk
POLICY ON UNCOLLECTIBLE ACCOUNTS

PERSONAL PROPERTY TAXES
The City is responsible for collecting personal property taxes for the previous tax year after January 31 of each year. Any taxes left unpaid is revenue lost to the City. The City will follow these timelines and procedures:

- February after the tax year: After the City accepts responsibility from the County for collecting delinquent personal property taxes, an invoice will be prepared after information is transferred from the County to the City. The invoice will include all penalties and interest as allowed by State Statutes. Statements will be sent on the first of each month with interest added to each month outstanding.

- July after the tax year: The City will send a letter to each delinquent account describing future collection actions. Outstanding accounts over $50 as of August 1st will be reviewed for applicable collection procedures.

- February year two: The City will charge back to the other taxing jurisdictions the uncollectible personal property taxes as allowed by State Statutes.

DELINQUENT UTILITY CHARGES
Past due utility accounts will follow the policies established and approved by the Wisconsin Public Service Commission.

OTHER OUTSTANDING ACCOUNTS
The City will place on the property tax roll any property-related charge that is more than 60 days delinquent as of October 1st of each year. Such charges include:

- Snow Removal
- Mowing Charges
- Tree Abatement

The City will follow the procedures as described in section 13.32.010 of the Municipal Code. Any accounts outstanding more than 90 days that are not allowed to be placed on the tax roll will instead be reviewed for applicable collection procedures. Procedures may include State debt collection, small claims court, or other collection options.

ACCOUNTS RECEIVABLE WRITEOFFS
Finance staff will send monthly statements to customers to attempt collection of debts. After 90 days, debts will be reviewed for applicable collection procedures and if eligible,
a final notice to pay will be sent to the customer.

If payment is not received after 120 days, outstanding accounts that are eligible for collections and have a balance of $50 or more will be sent to the WI State Debt program. The Finance Director, with the concurrence of the City Administrator or Assistant City Administrator, are authorized to write off debts sent to the WI State Debt program. The State will attempt to collect the debt for at least five years or until deemed uncollectible.

<table>
<thead>
<tr>
<th>Collectible?</th>
<th>Balance</th>
<th>Authorization for Write-off</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes-Debts to State Debt</td>
<td>$50 or more</td>
<td>1. Finance Director and 2. City Administrator or Assistant City Administrator</td>
</tr>
<tr>
<td>No</td>
<td>$500 or less</td>
<td>1. Department Head and 2. City Administrator or Assistant City Administrator</td>
</tr>
<tr>
<td>No</td>
<td>More than $500</td>
<td>1. City Council (1st meeting in Nov. or as needed)</td>
</tr>
</tbody>
</table>

**OTHER**
No license or permit will be issued to businesses or individuals that have outstanding accounts with the City.