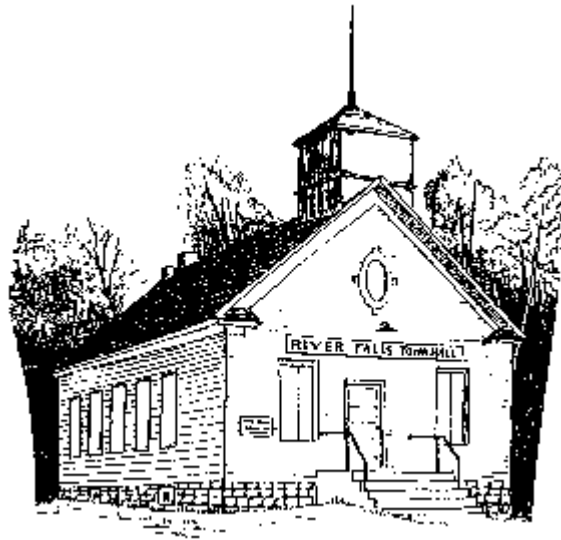


Town of River Falls Town Board

9/15/25 Meeting Materials



TOWN OF RIVER FALLS

The following River Falls Town Meetings will meet on Tuesday, September 15, 2025, beginning at 6:00 P.M. at the River Falls Town Hall, W9015 770th Ave.

6:00 P.M. – Plan Commission Agenda: Minutes; Comments & Requests; Zoning Administrator Report; Discuss Impact Fees Needs Assessment Subcommittee; Discuss Concentrated Animal Feeding Operation Subcommittee; Discuss Extraterritorial Zoning Town Ordinance Subcommittee; A quorum of Town Board members may be present.

7:00 P.M. Regular Board Meeting

AGENDA

Call to order

Consider for approval or other action:

1. Approve Agenda
2. Minutes from September 2, 2025, Regular Board Meeting
3. Financial/Fire Call Report
4. Public Comments and Requests
5. Zoning Administrator Report
6. Plan Commission Report
7. Guest Speaker: Attorney Robert Loberg
8. Discuss Impact Fees
9. Approve Recycling Grant Application
10. Board and Staff Communications
11. Future Agenda Items
12. Audit and Pay Bills
13. Closed Session: under State Statute 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation, data of any employee over which the governmental body has jurisdiction or exercises responsibility.
14. Adjourn

Action may be taken on any agenda item. This agenda is subject to change. Some agenda items may be taken up earlier in the meeting, or in a different order than listed. The posted notice at the Town Hall is the primary notice. Meeting notice posted on the Town's website www.riverfallstown.com, at the River Falls Town Hall, W9015 770th Avenue, River Falls, WI and at the River Falls Town Shop, N7750 State Road 65, River Falls, WI. Anyone wishing to attend the meeting who requires special accommodation because of a disability should contact the Clerk's office, at 715-629-8240 or email clerk@riverfallstown.com, at least 72 hours before the meeting begins so that appropriate accommodations can be made.

Sarah Meyer, Clerk

TOWN OF RIVER FALLS – REGULAR BOARD MEETING
Tuesday, September 2, 2025, River Falls Town Hall

Elected officials and staff present: Terry Kusilek, Chair; Siri Smith, Joe Mahoney, Brad Mogen, Supervisors; Rita Kozak, Treasurer; Sarah Meyer, Clerk; Don Rodewald, Zoning Administrator; Guests present: Mary Merta, Maureen Ash, Jerome Rodewald, David Wilkens, Wendy DiPeso

The meeting was called to order by Chair Terry Kusilek at 7:05pm. Joe made a motion that the agenda be approved. Brad seconded. M.C.

Joe moved to approve the minutes of the August 18, 2025, Regular Board meeting. Brad seconded. M.C.

Financial Report/Fire Call Report: Treasurer Rita provided the Treasurer's Report. The current Money Market account balance is \$892,402.74. Brad moved, and Joe seconded to approve the financial and fire call reports. M.C.

Public Comments & Requests: none

Zoning Administrator Report: Zoning Administrator Don Rodewald provided the zoning report (attached). Joe made a motion to accept the Zoning Administrator's report. Brad seconded. M.C.

Plan Commission Report: No recommendations.

Discuss and Approve Letter for Fire Call Process: Rita presented a draft of a letter and updated process for fire call billing. Rita will make the discussed changes and bring it back to the next meeting.

Discuss and Take Action on Exterior Door Replacement at Town Hall: Brad moved to accept the bid for exterior door replacement at the town hall. Rudesill Builders will complete the project for approximately \$5,000. Siri seconded. M.C.

Discuss and Take Action on All Croix Inspections and Building Permit at W8892 770th Avenue: David Wilkens' contractor Detail Company Construction has submitted a request to withdraw the building permit application for the Accessory Dwelling Unit. All Croix Inspections LLC has agreed to cancel the permit and will refund the \$6,033 to the contractor. All Croix will no longer be involved with the project and if the new contract wishes to apply for a permit, they will do so with TF inspection Agency.

Board and Staff Communications: Rita shared that the state has made some changes, and the Town will need to update the Recycling Ordinance. This will come forward at a future meeting. Siri said there was a cow out on the road over the weekend, but it was contained. Sarah reminded the group that the Wisconsin Towns Association Fall workshops are coming up September 22 – 25. She continues to work on the website upgrade and will work with Siri and Rita to create a new logo and branding plan. Don and Jerome have started working with Pierce County on updating the farmland preservation Ordinances. Jerome shared that the Cemetery Committee had a discussion on Mt Zion. Jerome and Terry are planning to meet with Mark Gehl to get a right of way agreement in place. The Committee has requested a change in rules to allow casket burial without vault at Glass Valley. This will come up at a future Town Board meeting.

Future Agenda items:

- Approve Agenda
- Minutes from September 2, 2025, Regular Board Meeting
- Financial/Fire Call Report
- Public Comments and Requests
- Zoning Administrator Report
- Plan Commission Report
- Approve Recycling Grant Application
- Guest Speaker: Bob Loberg
- Discuss and Approve Fire Call Billing Process and Fees
- Discuss Impact Fee Process

- Closed Session: Employee Review Meeting and Pay Rates
- Board and Staff Communications
- Future Agenda Items
- Audit and Pay Bills
- Adjourn

Joe moved to audit and pay bills, Brad seconded. M.C.

Joe moved to adjourn. Siri seconded. M.C. Meeting adjourned at 8:22pm.

DRAFT

09/15/25

Town of River Falls
Profit and Loss Detail
September 4 – 15, 2025

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Ordinary Income/Expense								
Income								
Public Charges for Services								
Recycling Center								
Deposit	09/04/25	5671	Cheri Ronning	Recycling 5121		Money Market Acc...	30.00	30.00
Deposit	09/04/25	10960	Stephan Cox	Recycling 5122		Money Market Acc...	20.00	50.00
Deposit	09/04/25	3832	Alex Theobold	Recycling 5123		Money Market Acc...	21.00	71.00
Deposit	09/04/25	1442	Jacob Durocher	Recycling 5124		Money Market Acc...	15.00	86.00
Deposit	09/04/25	4126	Nate Schurman	Recycling 5125		Money Market Acc...	15.00	101.00
Deposit	09/04/25	10974	Terry Knutson	Recycling 5126		Money Market Acc...	10.00	111.00
Deposit	09/04/25	2392	Michael Schmidt	Recycling 5127		Money Market Acc...	10.00	121.00
Deposit	09/04/25	456	Lukas Nelson	Recycling 5128		Money Market Acc...	9.00	130.00
Deposit	09/04/25	2399	Kris Torkelson	Recycling 5129		Money Market Acc...	8.00	138.00
Deposit	09/04/25	Cash	Joe Mahoney	Recycling 5130		Money Market Acc...	975.10	1,113.10
Deposit	09/08/25	6811	Tami Gregg	Recycling 5131		Money Market Acc...	70.00	1,183.10
Deposit	09/08/25	9434	Sarah Hansen	Recycling 5132		Money Market Acc...	55.00	1,238.10
Deposit	09/08/25	1120	Frederic Feisthauer	Recycling 5133		Money Market Acc...	45.00	1,283.10
Deposit	09/08/25	1099	Eric Deaton	Recycling 5134		Money Market Acc...	25.00	1,308.10
Deposit	09/08/25	2403	Kris Torkelson	Recycling 5135		Money Market Acc...	12.00	1,320.10
Deposit	09/08/25	10977	Terry Knutson	Recycling 5136		Money Market Acc...	10.00	1,330.10
Deposit	09/08/25	10594	Dennis Hildrith	Recycling 5137		Money Market Acc...	9.00	1,339.10
Deposit	09/08/25	457	Lukas Nelson	Recycling 5138		Money Market Acc...	9.00	1,348.10
Deposit	09/08/25	2275	Donna Gilbertson	Recycling 5139		Money Market Acc...	6.00	1,354.10
Deposit	09/08/25	176	Erin Stone	Recycling 5140		Money Market Acc...	5.00	1,359.10
Deposit	09/08/25	Cash	Joe Mahoney	Recycling 5141		Money Market Acc...	1,366.74	2,725.84
Total Recycling Center							2,725.84	2,725.84
Zoning Fee DW/Site Ins/TraDwel								
Deposit	09/04/25	2257	Zachry Kuechenmeister	Driveway Permit ...		Money Market Acc...	75.00	75.00
Total Zoning Fee DW/Site Ins/TraDwel							75.00	75.00
Total Public Charges for Services							2,800.84	2,800.84
Total Income							2,800.84	2,800.84
Net Ordinary Income							2,800.84	2,800.84
Net Income							2,800.84	2,800.84

TOWN OF RIVER FALLS

TREASURER'S REPORT

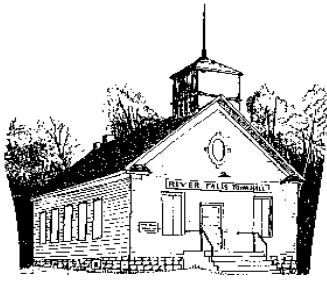
SEPTEMBER 15, 2025

FNBRF MONEY MARKET	\$ 875,203.58			
TRANSFERS 9/11/25	\$ 20,000.00			
DESIGNATED FUNDS IN MM	\$ 44,937.00	Highway Equip't		
	\$ 40,000.00	Capital Outlay		
MONEY MARKET AVAILABLE	\$ 770,266.58			
ROYAL CREDIT UNION				
	\$ 25.22	Business Savings		
	\$ 316,160.07	Equity Account	Revaluation \$20,000.00	move \$10000 from FNBRF
		Recycling CD	Now in equity account	rolled into equity 8/25
		Impact Fees	OPEN NEW ACCOUNT	
RCU AVAILABLE	\$ 296,185.29			
TOTAL AT BOTH BANKS	\$ 1,066,451.87			
RECOMMENDED RESERVE	\$ 445,653.00			
AVAILABLE FUNDS	\$ 620,798.87	See 2025 budget		

Fire/Accident Call Letter: The cost for a certified letter (\$5+) requires signature of homeowner or, if not home, notification to come to the post office to retrieve letter. See updated letter/invoice, equest pproval to use this letter for future billing.

List of outstanding unpaid accident/fire calls attached.

Recycling Grant Application—see attached



a new cleaner logo maybe???

DATE

Name

Address

Address

Included in this mailing is the Town of River Falls' cost recovery invoice detailing the charges for a recent fire or accident call for service by the River Falls Rural Fire Department.

You are encouraged to contact your auto or home insurance carrier about this invoice. Some insurance companies may reimburse you these costs.

This invoice has not been submitted to your insurance company.

The Town of River Falls is not authorized to bill your insurance on your behalf.

Date of Incident:

Responsible Party:

Personnel	\$
Apparatus, Equipment, Supplies	\$
Administrative Fee	\$?
Town Property Damages/Repairs	\$
Total Incident Costs	\$

The total incident costs are due within **30 days** of this billing. Please submit your timely payment to:

**Town of River Falls
W9015 770th Avenue
River Falls, WI 54022**

**If not paid within 30 days, a monthly late fee of 1.5% will be applied to the balance of the account.
If account is unpaid after 90 days, the incident cost plus compounded? interest will be sent to a collection agency.**

The Town of River Falls adopted Ordinance No. 2010-2, available on the Town website <https://riverfallstown.com> authorizes the recovery of fire department response fees. Cost recovery charges, (Resolution #2012-G), are listed on the reverse side of this document and available on-line. Please contact the Town Treasurer with any questions related to this invoice.

Sincerely,

Rita M. Kozak, Treasurer
torf.treasurer@gmail.com
715.425.8554

Town of River Falls Resolution #2012-G

Recoverable Fire Department Response Fees

\$800.00 All fire department calls, specifically including building fire, grass fire, vehicle fire, vehicle extrication, false alarm and rescue.*

Vehicle Accident Response

\$800.00 1 Vehicle*

\$600.00/each 2 Vehicles*

\$500.00/each 3 or more vehicles/each*

***Plus actual cost of any other expenses as determined by the River Falls Rural Fire Department.**

Hazardous Materials Response

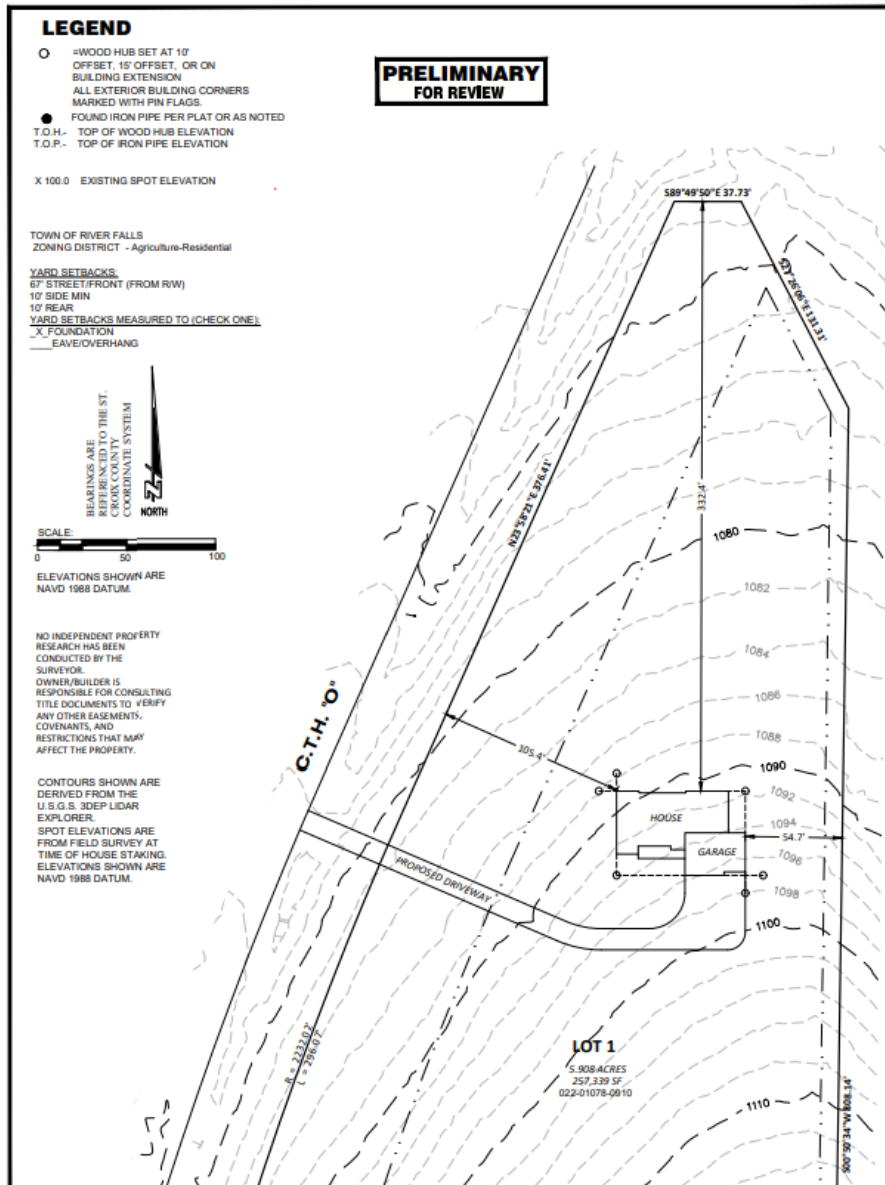
\$800.00 Minimum charge or such greater amount for actual costs as may be charged for the specific call by the responding fire department(s).

Damage to Equipment or Property

Actual cost, net after applying available insurance coverage received.

Zoning Report Sept 2 – Sept 15, 2025

- 9/5 Reviewed Pierce County Farmland Preservation map. Recommend adding FP zoning issues on the agenda for the next planning committee meeting.
- 9/10 Discussed possible expansion of non-conforming use with Jeff Marzolf N8701 Cty Rd W. Recommend adding this issue to the agenda for the next planning committee meeting.
- 9/10 W7616 710th Ave. – Issued zoning permit to Greg Ullom for repairs and alterations of a 24' x 7' front porch. Est Cost - \$3,000.
- 9/10 N7372 Cty Rd O – Reviewed dwelling site application for Avant Builders. Recommending review and approval by Planning Committee. Est Cost - \$455,000.



9/14 W9761 818th Ave. – Issued building permit to Matt Flynn for a 24' x 24' addition to an accessory building. Est Cost - \$10,000.



Stantec Consulting Services Inc.
2080 Wooddale Drive, Suite 100
Woodbury, MN 55125

September 7, 2025

Town of River Falls, WI
Attn: Terry Kusilek, Town Chair
Via email: torf.chair@gmail.com

Dear Chair Kusilek,

Reference: Proposal for Impact Fee Needs Assessment for the Town of River Falls, WI

We are pleased to submit this proposal to provide professional engineering and planning services for the update of the Town's Public Facilities Needs Assessment and Impact Fees.

We feel Stantec's existing and ongoing experience providing Towns with municipal engineering services and the fact that we completed the last study make us the ideal candidate to complete this effort.

On behalf of Stantec, thank you for this opportunity to prepare this proposal. Should you have any questions or need clarification of anything presented in the enclosed proposal, please do not hesitate to contact us.

Sincerely,

Stantec Consulting Services Inc.

A handwritten signature in blue ink, reading "Angela Popenhagen", written over a thin red horizontal line.

Angela Popenhagen, PE
(651) 252-7094
angela.popenhagen@stantec.com

Attachment: Letter Proposal – Impact Fee Needs Assessment for the Town of River Falls, Wisconsin

Reference: Proposal for Impact Fee Needs Assessment for the Town of River Falls, WI

EXPERIENCE / UNDERSTANDING OF WISCONSIN STATE STATUTES RELATED TO IMPACT FEES

Impact fees are financial contributions imposed by communities to pay for capital improvements within the community, which are necessary to serve or accommodate new development.

State Statutes require that any municipality that imposes impact fees must have a sound basis of analysis to support the imposed fee. This means that you have accurate data on the Town's growth patterns and infrastructure needs due to development to provide the information necessary to support the final impact fees. We have assisted many Wisconsin municipalities prepare Needs Assessments and associated Impact Fee Ordinances required to support a rational relationship to the need for new, expanded or improved public facilities. The impact fee should be based on a reasonable estimate of the demand that a new development will create for public facilities. For services that serve both residential and non-residential properties, such as public works facilities and roads, this requires finding a reasonable basis for determining the amount of capital costs of facilities resulting from residential versus non-residential development. For services such as parks, impact fees would only be charged to residential users given "businesses" are not typically a user of the park.

State law also dictates that impact fees cannot exceed the proportionate share of the capital costs required to serve new development as compared to existing development. Each facility must be analyzed to determine the share of the facility that is needed to provide the established service level to the existing development versus the excess facility space that is available to serve new development. The same service level should be applied to both existing and new development when determining if there is a portion of facilities that are needed to provide the desired service level to existing development.

In the state of Wisconsin, impact fees can be used for the following public facilities:

- Highways, as defined in s. 340.01 (22),
- Facilities for collecting and treating sewage,
- Facilities for collecting and treating storm and surface waters,
- Facilities for pumping, storing, and distributing water,
- Parks, playgrounds and land for athletic fields,
- Solid waste and recycling facilities,
- Fire protection facilities,
- Law enforcement facilities,
- Emergency medical facilities, and
- Libraries.

The Town of River Falls is considering updating their existing Public Facilities Needs Assessment and associated Impact Fees. The original document was created in 2006 with the last extension in 2017. The Town would like to update the existing impact fees for land acquisition for a public works facility, along with possibly considering other impact fees such as roads. The Needs Assessment and Impact Fee will satisfy the requirements of Wisconsin State Statute §66.0617 along with revisions from 2005 Wisconsin Act 477,

Reference: Proposal for Impact Fee Needs Assessment for the Town of River Falls, WI

2005 Wisconsin Act 203, 2007 Wisconsin Act 44, 2007 Wisconsin Act 96, 2009 Wisconsin Acts 180 and 2017 Wisconsin Acts 243.

This is also a great time to update your Needs Assessment and Impact Fees given the 2020 Census data and projection data through the Wisconsin Department of Administration is available. This information will be used as a basis for the analysis; however, we will review this data with you for accuracy prior to using it in the final calculations. We have found that this data doesn't always reflect what local knowledge might know.

The roadway needs assessment and parks and recreation needs assessment are the most common with our municipalities. The road impact fees are based on additional width, additional safety enhancements such as turn lanes and bypass lanes, or additional section depth to handle the additional traffic and weight associated with the growth areas. We then determine standard traffic generation per anticipated land use type and amount. For parks and recreation, there is a standard metric that can be used to determine quantity of parkland and needs. The National Recreation and Park Association (NRPA) guidelines give the justification needed in the analysis.

Given our past experience, we understand the Wisconsin impact fee law which contains specific requirements for the process of adopting or amending an impact fee ordinance, for determining the amount that can be charged for an impact fee, and for managing and spending impact fee revenues.

APPROACH AND PROJECT PLAN

This scope of work is based on our brief conversation, so we can modify as deemed appropriate.

Task 1 – Analyze Population and Growth Areas

An important element of determining appropriate impact fees is projecting the amount of future development that will occur in the Town during the selected planning period. These projections are important for planning for the facilities needed to serve new development as well as calculating the proportionate cost of facilities per unit of development.

- Gather demographic data and projected growth rates for population and housing.
- Review comprehensive plans and meet with Town regarding future growth areas for all types of development (i.e. residential, commercial, and industrial).

Task 2 – Analyze Sizing of Facilities and Infrastructure

The Town would like to consider impact fees for the final portion of the land acquisition for the public works facility and potentially consider other impact fees such as roads. We will review the existing public facilities, including identification of any existing deficiencies in those public facilities, for which it is anticipated that an impact fee may be imposed. We also will identify new, improved or expanded public facilities that will be required because of new development, or the identification of excess capacity in existing public facilities that are used by new development.

- Review public works facility improvement needs based on anticipated development.

Reference: Proposal for Impact Fee Needs Assessment for the Town of River Falls, WI

- Review other facility improvements (such as roads) for the additional fee if the Town so desires.

Task 3 – Prepare Cost Estimates

Once Task 3 is complete, Stantec will gather estimates within the facility plans and/or calculate the project costs for the facilities and infrastructure identified. These will be planning level estimates based on standard bid prices from 2025 projects.

- Provide cost estimates that clearly delineate improvements required because of development impacts.

Task 4 – Calculate Impact Fees for each Public Facilities System

Impact fees will then be calculated using the cost estimates divided by population and growth areas. This calculation is critical and needs to clearly show the direct relationship to new development. This is also the point in time where conversations with the Town are needed to make sure the calculation of the rate is understandable and easy to apply when building permits are pulled.

- Determine basis of calculations.
- Calculate potential Impact Fees based on cost estimates for preliminary review.

Task 5 – Impact on the Availability of Affordable Housing

One of the requirements of Wisconsin Statute §66.0617 is to estimate the cumulative effect of all proposed and existing impact fees on the availability of affordable housing within the municipality. Impact fees may have an effect on affordability to those in the low-income brackets. The Town may wish to reduce or waive the impact fees for those units that can prove low-income benefit. Having this analysis in the Needs Assessment will help the Town Board determine what is best for their community by balancing the funding needs with the effects on development.

Task 6 – Prepare and Present DRAFT Needs Assessment Report with Preliminary Recommendations for Impact Fees

- Review with the Town Board.
- Public invited to review and provide comments.

Task 7 – Prepare and Present FINAL Amended Public Facilities Needs Assessment

- Based on comments provided from Task 6, prepare a final amended Public Facilities Needs Assessment.
- Present to the Town Board for recommendation of Impact Fees.

Task 8 – Update Impact Fee Ordinance (Completion based on decision from Task 7)

****Town Attorney participation in preparing the Impact Fee Ordinance is anticipated and requested if you want modification to the existing ordinance. The scope does not include any third-party attorney consultation or advisory role.**

Reference: Proposal for Impact Fee Needs Assessment for the Town of River Falls, WI

Prior to amending a local ordinance to update impact fees on new development, a municipality must hold a public hearing prior to enacting or amending an ordinance to impose impact fees. The Public Facilities Needs Assessment must be available for public review for at least 20 days before the date of the hearing.

Our team will assist with:

- Present the findings of this report to the Town Board.
- Revise the existing impact fee ordinance to include the recommended changes to the impact fees.
- Assist the Town Clerk with publishing a Class 1 notice in the Town newspaper prior to the public hearing as required under Wisconsin Statutes §66.0617(3). The needs assessment must be available for public inspection and copying at least 20 days prior to the public hearing as required under Wisconsin Statutes §66.0617(4)(b).
- Attend the public hearing prior to amending the impact fee ordinance.
- After the public hearing, the Town Board may adopt the amended impact fee ordinance as recommended or adopt it with additional amendments.
- Provide guidance after the impact fees are adopted regarding the segregated accounts and statutory time period required to use the funds.

It is recommended that the impact fees be reviewed on a consistent basis to adjust for changes in inflation, development trends or major changes in project plans, ideally on a schedule of every three to five years.

PROPOSED FEE

The estimated hourly fee for the scope described above is \$5,700 for the update of the original impact fee and \$2,900 for each additional facility that is requested. We will bill on a time and materials basis for work performed.

Attached is Stantec's Standard Terms and Conditions if you decide to proceed with this proposal.

Reference: Proposal for Impact Fee Needs Assessment for the Town of River Falls, WI

By signing this Task Order Proposal, the Town of River Falls, WI authorizes Stantec to proceed with the task order services herein described for the preparation of the Impact Fee Needs Assessment ("Project") and accepts the Standard Terms and Conditions as attached.

This proposal is accepted and agreed on the _____ of _____, _____.
Day Month Year

Per: _____ Town of River Falls, Wisconsin

Client Name

Print Name & Title

Signature



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

Description of Work: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

Terms and Conditions: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

Compensation: Payment is due to Consultant within 28 days of receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting ar@stantec.com. Consultant provides no guarantee or warranty that the Client's Project requirements can be achieved within its proposed Project budget or schedule. Any services to redesign, value-engineer or make changes to the Client's Project requirements, whether for cost-saving, schedule efficiency, or otherwise, constitute additional services.

Notices: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

Termination: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

Environmental: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

Professional Responsibility: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

Indemnity: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

Limitation of Liability: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$100,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

Documents: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be



used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

Field Services: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

Governing Law/Compliance with Laws: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

Dispute Resolution: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

Assignment: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

Severability: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

Contra Proferentem: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

Business Practices: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

Grant Applicant/Annual Report Recycling Costs & Revenue

Form 8700-222A(R08/23)

Notice: A responsible unit with an effective recycling program is required to submit this form annually if a recycling grant award was received in order to report actual eligible and ineligible costs and revenue for the award year. You may use this form to prepare cost information prior to submitting an annual report.

Recycling Expenditures UCA #53635 (including yard waste & waste tires)	A 2026	B 2025	C Processing & Marketing	D Compliance Enforcement	E Estimated Total Costs
1. 100- Salaries/Wages & Employee Benefits	28800	25000	Wages		
2. 210- Consulting & Professional Services	300	300	as needed		
3. 220- Utility Services	1000	1000	20% of town		
4. 240- Purchased Repairs & Maintenance	1500	1100			
5. 290- Purchased Services Printing & Advertising	500	500	20% of town		
6. 290- Purchased Services Other(contractual svcs)	10000	10000	WM,Liberty,Rock Oil		
7. 310- Office Supplies	550	550	20% of town		
8. 320- Subscriptions & Dues	350	350	Proportion of town dues		
9. 330- Employee Travel & Training	-	500			
10. 340- Operating Supplies & Expenses	1500	900	Lunch \$s		
11. 350- Repair & Maintenance Supplies	-	1000			
12. 510- Insurance	2200	2200	15% of town		
13. 530- Rents & Leases	432	550			
14. 540- Depreciation	From your records enter total depreciation costs in Row 14 Column E and total hourly use charges in Row 15 Column E.				
15. 540- Hourly Equipment Use Charges					
16. 900- Cost Allocations	0				
17. 900- Cost Allocations Other (not #53635)	0				
18. Total Recycling Costs (total of lines 1 thru 17)	47132.00	43950.00			
	Ineligible Costs & Revenues				
	19. Costs – Recycling of banned items s. 287.07(1m), Wis. Stats. (Lead Batteries, Electronics, Major Appliances and Oil)				
	20. Revenue - Sale of Recyclables				
	21. Total Ineligible Costs & Revenues (total of lines 19 and 20)				
	22. Total Eligible Recycling Costs (line 18 minus line 21)				

Town of River Falls

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Register: 1st Nat. BK of RF:Clerk's Checking Account

From 09/02/2025 through 09/15/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/02/2025	1301	Wisconsin Dept. of R...	Payroll Liabilities	036-00003408...	1,718.62			27,113.35
09/02/2025	1302	EFTPS	-split-	39-6006086	2,667.33			24,446.02
09/02/2025	1303	Wisconsin Retiremen...	-split-		2,472.74			21,973.28
09/02/2025	1304	Wisconsin Dept. of R...	Payroll Liabilities	036-00003408...	1,062.23			20,911.05
09/02/2025	1305	Cintas	Public Works - Roads:...		193.27			20,717.78
09/02/2025	1306	St. Croix Valley Nat...	General Government:T...		26.00			20,691.78
09/02/2025	28742	Kozak, Rita M	-split-		1,010.29			19,681.49
09/02/2025	28743	Kusilek (employee), ...	-split-		788.64			18,892.85
09/02/2025	28744	Mahoney, Joseph M	-split-		1,481.50			17,411.35
09/02/2025	28745	Meyer, Sarah K	-split-		3,036.88			14,374.47
09/02/2025	28746	Mogen (supervisor), ...	-split-		329.84			14,044.63
09/02/2025	28747	Smith (supervisor), Siri	-split-		454.56			13,590.07
09/02/2025	28748	Foster, Mary J	-split-		523.32			13,066.75
09/02/2025	28749	Terry Kusilek	Public Works - Roads:...		67.62			12,999.13
09/02/2025	28750	Joe Mahoney	Public Works - Recycli...		84.65			12,914.48
09/02/2025	28751	Rodewald, Donald T	-split-		325.83			12,588.65
09/02/2025	28752	Rodewald, Jerome C	-split-		170.48			12,418.17
09/02/2025	28753	Jerome or Marcella R...	Zoning Administrator ...		50.00			12,368.17
09/02/2025	28754	Don Rodewald	-split-		322.19			12,045.98
09/03/2025	28755	Mark Anderson	Culture and Recreation...		50.00			11,995.98
09/03/2025	28756	River Falls Rural Fir...	Public Safety:River Fal...		1,600.00			10,395.98
09/03/2025	28757	Ace Hardware	-split-		319.17			10,076.81
09/03/2025	28758	Verizon Wireless	General Government:T...		47.55			10,029.26
09/03/2025	28759	American Pest Soluti...	General Government:T...		149.50			9,879.76
09/10/2025			1st Nat. BK of RF:Mo...	Deposit			20,000.00	29,879.76
09/10/2025	28760	Dohrer, Albert S.	-split-		287.85			29,591.91
09/10/2025	28761	Flick, Dalton	-split-		1,985.02			27,606.89
09/10/2025	28762	Fristad, Christopher	-split-		109.16			27,497.73
09/10/2025	28763	Gill, Garrett D	-split-		148.48			27,349.25
09/10/2025	28764	Johnson, Kaleb LG	-split-		306.19			27,043.06
09/10/2025	28765	Merta (employee), M...	-split-		57.68			26,985.38
09/10/2025	28766	Nyquist (employee), ...	-split-		57.51			26,927.87
09/10/2025	28767	Schaar Jr., Robert A	-split-		2,314.93			24,612.94
09/10/2025	28769	Bauer Built	Public Works - Roads:...		275.78			24,337.16
09/10/2025	28770	Water Care Services	General Government:T...		264.80			24,072.36
09/10/2025	28771	American Pest Soluti...	General Government:P...		199.00			23,873.36
09/10/2025	28772	Carquest Auto Parts ...	Public Works - Roads:...		29.99			23,843.37
09/10/2025	28773	Alcivia	Public Works - Roads:...	9805344	4,081.89			19,761.48
09/10/2025	28774	Rural Mutual Insuran...	General Government:In...		486.00			19,275.48
09/10/2025	28775	Companion Animal ...	Health and Human Ser...		40.00			19,235.48

Town of River Falls

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From 09/02/2025 through 09/15/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
09/10/2025	28776	Waste Mgt of WI-MN	-split-		3,449.57		15,785.91
09/10/2025	28777	Kwik Trip	-split-		38.84		15,747.07
09/11/2025	1307	EFTPS	-split-	39-6006086	1,538.82		14,208.25