

City of Black River Falls
COMMON COUNCIL – AGENDA

Tuesday – January 7, 2025 – 6:00 PM
City Hall – 101 S. Second Street, Black River Falls, WI

Join Zoom Meeting:

<https://us02web.zoom.us/j/86241711746?pwd=3j1mdQUH6aHx285zbIkyh27Na3byaM.1>

Or Dial: 1-312-626-6799

Meeting ID: 862 4171 1746

Password: cityhall

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Reading of the Minutes of the December 18, 2024 Special Common Council Meeting –
Action
5. Citizens in Attendance
6. Committee Reports:
 - a. Airport Commission July 27, 2024
 - b. Airport Commission September 19, 2024
 - c. Business Improvement District (BID) Board December 12, 2024
 - d. Utility Commission December 30, 2024
7. Easement Agreement between City and Black River Falls School District for Foundation Trail – Action
8. Easement Agreement between City and Jackson County for Foundation Trail – Action
9. Easement Agreement between City and WHPC-Dominium, LLC for Foundation Trail –
Action
10. Quit Claim Deed from Westwind Estates, Inc. – Discussion & Possible Action
11. Quit Claim Deed from David Hoffman – Discussion & Possible Action
12. Designate Black River Falls Area Foundation as an additional official depository for the City – Action
13. Meetings: Committee of the Whole **Wednesday, January 15, 2025 6:00 PM**
14. Adjourn

Posted: January 2, 2025

The Common Council met in special session at City Hall in the City of Black River Falls on December 18, 2024 at 6:00 P.M. Alderpersons Gearing-Lancaster, Ammann, Peloquin, and Busse were present. Alderpersons Wussow, E. Rave, and Dougherty attended remotely via Zoom meetings. Alderperson M. Rave was excused. Mayor J. Eddy presided.

It was moved by Alderperson Gearing-Lancaster, seconded by Alderperson Peloquin to dispense with the reading of the minutes of the December 3, 2024 Common Council meeting and approve as presented. Motion carried.

CITIZENS IN ATTENDANCE

There were no citizens in attendance.

It was moved by Alderperson Dougherty, seconded by Alderperson Busse to place on file the minutes of the December 5, 2024 Plan Commission meeting. Motion carried.

It was moved by Alderperson Busse, seconded by Alderperson Gearing-Lancaster to approve Application for Payment #2 from Haas Sons, Inc. in the amount of \$45,800.55 for Buchanan Street Project. Motion carried.

The City Administrator advised the \$80,000 expense for the proposed Foundation Trail Expansion Study will be covered with a TAP grant that will cover 80% or \$68,000 of eligible expenses and the remaining 20% or \$17,000 will be covered by a local donor.

It was moved by Alderperson Ammann, seconded by Alderperson Gearing-Lancaster to approve the contract between the City and the Mississippi River Regional Planning Commission for the Foundation Trail Expansion Study. Motion carried.

It was moved by Alderperson Gearing-Lancaster, seconded by Alderperson E. Rave to approve vouchers for November 2024 Check #74784 - #74913 totaling \$950,252.68. Motion carried.

It was moved by Alderperson Wussow, seconded by Alderperson Peloquin to approve the City Treasurer's Report for November 2024. Motion carried.

It was moved by Alderperson Ammann, seconded by Alderperson Gearing-Lancaster to approve the Revenue & Expense Report for November 2024. Motion carried.

It was moved by Alderperson Peloquin, seconded by Alderperson Dougherty to adjourn. Motion carried at 6:30pm.

A. Brad Chown
City Administrator

Airport Commission Meeting

Black River Falls City Hall

July 27, 2024

The Black River Falls Area Airport Commission met at the Black River Falls City Hall on Saturday, July 27, 2024.

Commission members present included the following: Desiree Gearing-Lancaster, Garth Rolbiecki; Dale Hoff, and Ed Chamberlain. Members excused: Kylee Wussow. Others Present: Dale Klevgard, Airport Manager and Jeff Casper, Assistant Manager.

1. Call to Order: Meeting was called to order at approximately 9:00 a.m. by Airport Commission Chairperson, Desiree Gearing-Lancaster.

2. Airport Manager Position/Manager's Report: Airport Manager Dale Klevgard addressed the issue of hiring a new Airport Manager to replace him, moving forward. Dale Klevgard, Airport Manager, submitted a letter on July 7, 2024, advising the Commission that he was vacating the position of Airport Manager as of September 7, 2024. Reasons for vacating the position relates to his need to be away from the area for extended periods of time, making it difficult to properly fulfill his duties as Airport Manager.

Manager Klevgard noted that it was unfortunate that county nepotism concerns prevented the husband-wife team, previously identified as qualified replacements for the position, to take on the position as Co-Airport Managers. That team has decided that they are no longer interested in the position, even if the issues noted, could be resolved. Manager Klevgard reported that he worked 470 hours last year, the position of Airport Manager. He advised that he would be willing to assist in the selection process for a new Airport Manager and assist in the transition to that position, despite limited availability.

3. Advertise for position of Airport Manager and schedule interviews, following the deadline date for application process. Discussion ensued as to where to advertise, and time frame for applications. It was also decided to put the information as to the opening on Face Book in order to attract more applicants.

4. Motion to re-advertise for Airport Manager made by Dale Hoff, seconded by Garth Rolbiecki. Motion carried.

5. Motion to Adjourn made by Garth Rolbiecki; seconded by Dale Hoff. Motion carried.

Meeting Adjourned at 9:23 a.m.

6. Next Meeting scheduled for purpose of conducting interviews for Airport Manager on Saturday, August 24, 2024 at 9:00 a.m. at the Black River Falls City Hall.

Respectfully Submitted:

Desiree Gearing-Lancaster

Airport Commission Meeting

Black River Falls Area Airport

September 19, 2024

5:30 p.m.

The Black River Falls Area Airport Commission met at the Black River Falls Area Airport on Thursday, September 19, 2024.

Commission members present included the following: Desiree Gearing-Lancaster, Garth Rolbiecki; Dale Hoff, and Ed Chamberlain. Members excused: Kylee Wussow. Others Present: Dale Klevgard, Airport Manager, Frank Voge and Larry Lunda.

1. Call to Order: Meeting was called to order at 5:33 p.m. by Airport Commission Chairperson, Desiree Gearing-Lancaster.

2. Approval of Airport Commission Minutes from 8-24-2024. Motion made by Garth Rolbiecki, seconded by Ed Chamberlain, to approve the minutes as presented. Motion Carried.

3. Approve Vouchers: Transactions by Category, from 8-24-2024 through 9-13-2024 presented. Vouchers reviewed. It was reported that the price for jet fuel is currently good. **Motion made by Dale Hoff; seconded by Ed Chamberlain to approve the vouchers. Motion carried.**

4. Approve New Airport Manager, Frank Voge: Motion made by Ed Chamberlain; seconded by Dale Hoff, to approve the hiring of Frank Voge, as the new Airport Manager for the Black River Falls Area Airport. Motion Approved. It was reported that Dale Klevgard has been working with the new Airport Manager, which included a “walkaround” at the airport, prior to his acceptance of the position, for the purpose of learning about the airport and the duties involved with the position. Dale Klevgard has also been assisting Frank Voge with Excel and reporting and tracking requirements (business end) of the position. Currently, Frank Voge is employed as an Aircraft Mechanic in Madison, WI. In addition, Frank Voge’s resume includes military experience as a member of the Wisconsin Army National Guard since March 1998. He holds a professional license with FAA Airframe and Powerplant, and technical education in 15G Airframe Structural Repair, and 15T UH-60 A/L/M Repair. Frank Voge was welcomed to the position of Airport Manager. The Commission also expressed their appreciation for Dale Klevgard’s assistance with making the transition a smooth one for Frank Voge. Frank Voge provided updates as to the completion of some on-line training requirements for this position.

5. Airport Manager Report: Frank Voge and Dale Klevgard provided updates to Commission members. It was reported that Frank Voge and Dale Klevgard met with Evan Krueger, with the Bureau of Aeronautics on 10-18-2024. It was also reported that the AWOS System Wind Indicator was disconnected, and the importance of the wind information relative to the runway approach was noted. The importance of being proactive and persistent relative to the Bureau of Aeronautics, to meet the needs of the Airport was voiced. It was reported that Entitlement dollars are available for seal coating projects. Leases of hangars also addressed. Fees need to be collected, in addition to personal property taxes, and then disseminated, so it was recommended that due dates for leases be changed to the middle of October.

Snow plowing of the airport was also discussed. Jeff Casper currently assists with snow plowing. Cody Campbell may be able to assist with snow plowing, due to his experience with heavy equipment operation. ARPA dollars in the amount of \$32,000 also noted. Contact will be made with City Attorney Mark Radcliffe, as to issues that may need to be addressed re: legal ramifications.

6. Motion to Adjourn made by Garth Rolbiecki; seconded by Dale Hoff. Motion carried.

Meeting Adjourned at 6:00 p.m.

7. Next Meeting scheduled for Thursday, December 19, 2024 at 5:30 p.m.

It was recommended that the Airport Commission meet at least quarterly in order to stay in the loop as to evolving issues related to the Black River Falls Area Airport. It was also suggested that the Airport Manager provide a presentation to both the County Board and the City Council, which would include the power point put together by Manager Dale Klevgard. Purpose would be to provide wider knowledge to the local boards and the community as to the value of our area airport to the community, including economic impact to the City of Black River Falls and Jackson County.

Respectfully Submitted:

Desiree Gearing-Lancaster

A meeting of the Business Improvement District (BID) Board was held at City Hall on December 12, 2024 at 5:30 P.M. Board members Kylee Wussow, Duane Johnson, Vincent Meyer, and the City Administrator were present. Board members Mark Hanson and Adnrea Hoffman were excused. There were 3 citizens in attendance.

1. The City Administrator called the meeting to order at 5:30 pm.
2. Downtown Association President Tom Cooper provided an update on the financials and inventories which included: 2023 990 is done, 2024 990 will be done, 990-N distribution of assets form will be filed this year, approximately 90% of the inventories held by the DTA will be coming back to the City, inventory is done with assigned values, still waiting for assigned values on welcome signs and Christmas decorations, there will be assets going to Karner Blue Garden Club and there will be assets going to the Merrilan's Lion's Club for all the help they did with the DTA in getting things straightened out, assets going to the Lion's Club were purchased out of the DTA donations account, Clifton Larson Allen (CLA) will be the DTA's CPA filing the paperwork, the bill from CLA for 2023 was \$2,881, expect 2024 to be slightly higher, DTA will offset the cost with their funds and not coming to the BID Board to cover those final tax filing expenses, after that all inventories will be distributed and the DTA will be done, the DTA board will be assembled to decide what money and/or assets are distributed to what non-profits, there is maybe \$2,000 in the BID account but expect all of that to go to auditors. The City Administrator clarified the financial reports needed would include financial statements, profit/loss statements, treasurer's reports, and other financial reports that would typically be reported to a Board, and as the City Attorney has advised the DTA already, bank statements alone are not detailed enough to meet those requirements. The City Administrator clarified the City Attorney requested for view only access to bank accounts and permission to speak to the DTA's CPA and did not request full access where transactions could be initiated. The DTA President questioned if assets purchased with BID funds become City property or do they belong to the vendor contracted to perform those tasks, and he advised he will see if the DTA Treasurer can run the reports the BID Board is looking for.
3. The City Administrator provided updates on the decorative lamp project and welcome signs. The replacement lamp post and fixtures have been ordered and Municipal Utilities and the City Street Department will begin installing new base plate as weather and time permits. D&S is working on design for flower holders. The welcome signs were sandblasted and refurbished and the City Street Department assisted. The City Administrator will check the insurance policy to see if we can determine the value of the welcome signs.
4. The request for additional funding for Small Business Saturday was withdrawn as some businesses did not reply so total expenditures were within the previously approved amount.
5. Laura Lindow provided an update on Christkindl. They had great weather, big turnout for parade and tree lighting events, raised \$3,030 and spent \$3,028. Still waiting for 2 more checks of \$300 each to come in.
6. The City Administrator advised they were able to condense items in storage to one unit so only one storage unit will be needed for next year. The people mover will be moved to another City owned storage building on Airport Road.
7. It was moved by Duane Johnson, seconded by Vincent Meyer to renew the annual storage unit lease agreement for Unit #148 in the amount of \$780.00. Motion carried.
8. It was moved by Duane Johnson, seconded by Kylee Wussow to set the next BID Board meeting for Thursday, January 30, 2025 at 5:30pm. Motion carried.
9. It was moved by Duane Johnson, seconded by Kylee Wussow to adjourn. Motion carried at 6:31 pm.

A. Brad Chown, City Administrator
City of Black River Falls

BLACK RIVER FALLS UTILITY COMMISSION MEETING MINUTES

December 30, 2024

Utility Commission President John Lund called a meeting of the Black River Falls Municipal Utility Commission to order on December 30, 2024 at 3:30 p.m. in the Utility Conference Room at 349 South McKinley Street. Commissioners in attendance were Jeff Amo, Justin Dougherty, Jay Eddy and Don Mathews. Also present were General Manager Casey Engebretson and Garrett Aleckson (Banner Journal).

A motion was made by Commissioner Mathews and seconded by Commissioner Amo to approve the minutes from the November 18, 2024 regular meeting.

Aye: Lund, Amo, Dougherty, Eddy, and Mathews
Motion carried.

A motion was made by Commissioner Eddy and seconded by Commissioner Mathews to approve the accounts payable vouchers; VC #42501 – 42503; CK #42504 – 42560; VC #42561 – 42563; CK #42564 – 42565; VC #42566 – 42573; CK #42574 – 42577; EP #100880 – 100887 – Totaling \$991,241.77.

Aye: Lund, Amo, Dougherty, Eddy, and Mathews
Motion Carried.

The Commission reviewed the November 2024 arrears.

Casey Engebretson informed the Commission that the preliminary audit field work was completed on December 10th and the auditors will be on-site the first week of February.

Casey Engebretson informed the Commission that with Office Manager Samantha Linehan's familiarity with the new accounting software, staff decided to accelerate the conversion. Sam has worked with CIVIC to install AP, AR, Project Management, Payroll, and General Ledger. The early conversion will make it more efficient for Sam to provide needed information to the auditors, complete year-end tasks, and complete the PSCW annual report. Billing Clerk Sandy Anderson and Collections Clerk Cherie Dugan will complete the training in February.

Casey Engebretson informed the Commission that SEH submitted the Well Site Investigation Report to the WDNR and the WDNR came back with concerns regarding the well's effect on Coffee Creek. We will be meeting with the WDNR Engineering Section in the near future to discuss in further detail. Casey also stated that he entered into an agreement with SEH for design and permit approval for the 2025 water infrastructure street project. The agreement was in the amount of \$6,800.

Casey Engebretson informed the Commission that the influent pumps, new wiring, and seal fail modules were installed at the WWTP and the seal failure alarm is still activating. LW Allen performed some testing and the tech stated that he believes the issue is in the pumps. Staff is following up with LW Allen to find a solution.

Casey Engebretson informed the Commission that repairs to the two (2) damaged poles and associated infrastructure has been completed. Once the work orders are closed out and total costs are known, we will

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submit these costs to the insurance company.

The Line Crew has completed the installation of the transformer, regulators, and support structure at German Hill substation. Casey thanked the BRF Street Dept. for their help in pouring the concrete for the pad and sonotubes. Next steps will involve the installation of wiring, testing, and other miscellaneous tasks.

Casey Engebretson provided a quick update on the Lincoln substation/voltage conversion project. Casey stated that we have a couple options for a used power transformer. Although these transformers are used, they were designated back-ups, so they were not utilized heavily. Benefits of purchasing a used transformer are lower cost and avoiding long lead times. Casey will continue to work with the electrical engineer to clarify equipment needs and provide detailed updates to the Commission.

A motion was made by Commissioner Dougherty and seconded by Commissioner Amo to adjourn to closed session at 4:01 p.m., pursuant to Section 19.85 (1)(c) to consider employment, promotion, compensation, or performance evaluation of any public employee subject to the jurisdiction or authority of the governing body; Review and discussion of the electric 1000-hour positions and potential for apprentice sponsorship.

Aye: Lund, Amo, Dougherty, Eddy, and Mathews
Motion Carried.

A motion was made by Commissioner Amo and seconded by Commissioner Dougherty to reconvene to open session at 4:26 p.m.

Aye: Lund, Amo, Dougherty, Eddy, and Mathews
Motion Carried.

A motion was made by Commissioner Mathews and seconded by Commissioner Eddy to hire both Trenton Tondola and Mitch Neitzel as full-time employees and sponsor both in the state lineworker apprenticeship program, with the date-of-hire, testing, and wages as discussed in closed session.

Aye: Lund, Amo, Dougherty, Eddy, and Mathews
Motion Carried.

The next meeting is scheduled for January 20, 2025 at 3:30 p.m.

A motion was made by Commissioner Mathews and seconded by Commissioner Eddy to adjourn the meeting at 4:29 p.m.

Casey Engebretson, General Manager

comm.mtg.minutes.12.30.2024

EASEMENT AGREEMENT

Document No.

THIS EASEMENT AGREEMENT, is entered into by and between the City of Black River Falls, a Wisconsin Municipal Corporation, (hereinafter "City") and the SCHOOL DISTRICT OF BLACK RIVER FALLS, (hereinafter "BRFSD").

RECITALS:

A. Whereas, BRFSD owns certain property in the City of Black River Falls as described on the attached Exhibit "A" (hereinafter "BRFSD Property"); and

B. Whereas, the City maintains a public walking trail in the City of Black River Falls, sometimes referred to as the "Foundation Trail" (hereinafter "Walking Trail"); and

C. Whereas, certain portions of the Walking Trail are located on land owned by the BRFSD; and

D. Whereas, the BRFSD and City wish to memorialize an understanding regarding the location, use, maintenance, and repair of said Walking Trail.

Return to:

City of Black River Falls
101 S. Second St
Black River Falls, WI 54615

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Grant of Easement.** BRFSD grants to City a perpetual easement for the purpose of keeping, using, having, and maintaining the Walking Trail on BRFSD Property. The parties agree that the average width of the Walking Trail is twelve feet (12').
2. **Condition of Easement Area.** The City accepts the condition of the easement area as it exists on the date of this Agreement.
3. **Maintenance and Costs.** The City shall be solely responsible for maintaining said Walking Trail, including, but not limited to, mowing, tree/root removal, weeding, fertilizing, cleaning, sweeping, trash removal, fixing and/or replacing the paved surface, and maintaining any bicycle stations and ditches/waterways associated with the Walking Trail. The City shall have enough room on each side of the paved surface as reasonably necessary to perform under this provision. All costs associated with the Walking Trail shall be the responsibility of the City, unless due to the negligence or specific acts of the BRFSD and/or its agents or employees.
4. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the parties' respective lands, and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.
5. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
6. **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.
7. **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.
8. **Indemnification.** Each party agrees to indemnify, defend, and hold harmless the other party, and their respective members, officers, directors, employees, tenants, licensees, invitees, contractors, agents, successors and assigns (collectively, the

"Indemnified Parties"), from and against any and all liabilities, damages, claims, demands, suits, actions, costs, and expenses of every kind, character, description, and nature (including reasonable attorneys' fees) (collectively, the "Losses") arising out of, in connection with, or on account of, the use of the Walking Trail (including, without limitation, arising from or in connection with any injury, death, or damage to any person or property sustained on or about the Walking Trail), or the failure of either party to perform its obligations under this Agreement. Notwithstanding anything to the contrary herein, the City is a governmental entity entitled to governmental immunity under law, including Wis. Stat. sec. 893.80. Nothing contained herein shall waive the rights and immunities to which the City may be entitled under law, including all of the immunities, limitations and defenses under Wis. Stat. sec. 893.80, or any subsequent amendments thereof, any federal law, common law or other applicable laws.

9. The parties each warrant that the signing party hereto is duly authorized to enter into this agreement and to sign the same.

SCHOOL DISTRICT OF BLACK RIVER FALLS

Shelly Severson
For BRFS

Jill M. Collins
For BRFS

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF JACKSON)

Personally came before me this 18th day of December, 2024 the above-named Shelly Severson and Jill Collins to me known as the persons who executed the foregoing instrument and acknowledged the same.

- Martinique Herzberg
* Martinique Herzberg
Notary Public – State of Wisconsin
My commission expires: December 29, 2025



This document drafted by:
Attorney Mark A. Radcliffe
Radcliffe Law Office SC
107 Main Street
Black River Falls, WI 54615

CITY OF BLACK RIVER FALLS

A. Brad Chown, City Administrator

Jay Eddy, Mayor

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF JACKSON)

Personally came before me this _____ day of _____, 2024 the above-named A. Brad Chown and Jay Eddy to me known as the person(s) who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public – State of Wisconsin
My commission expires: _____

EXHIBIT "A"

Legal Description:

Outlots 1 and 2 of Certified Survey Map (CSM) No. 3847, recorded in Volume 16 of CSMs on Page 223 as Document No. 378000, and being a part of the Northwest quarter of the Northwest quarter of Section 22 in Township 21 North of Range 4 West, City of Black River Falls, Jackson County, Wisconsin.

Tax Parcel Number: 206-2570.0000

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into by and between the City of Black River Falls, a Wisconsin Municipal Corporation, (hereinafter "City") and Jackson County, a Wisconsin Municipal Corporation, (hereinafter "County").

RECITALS

A. Whereas, County owns certain property in the City of Black River Falls as described on the attached Exhibit "A" (hereinafter "County Property"); and

B. Whereas, the City maintains a public walking trail in the City of Black River Falls, sometimes referred to as the "Foundation Trail" (hereinafter "Walking Trail"); and

C. Whereas, certain portions of the Walking Trail are located on land owned by the County; and

D. Whereas, the County and City wish to memorialize an understanding regarding the location, use, maintenance, and repair of said Walking Trail.

Recording Area

Return to:

City of Black River Falls
101 S. Second St
Black River Falls, WI 54615

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Grant of Easement. County grants to City a perpetual easement for the purpose of keeping, using, having, and maintaining the Walking Trail on County Property. The parties agree that the average width of the Walking Trail is twelve feet (12').

2. Condition of Easement Area. The City accepts the condition of the easement area as it exists on the date of this Agreement.

3. Maintenance and Costs. The City shall be solely responsible for maintaining said Walking Trail in good repair and condition, including, but not limited to, mowing, tree/root removal, weeding, fertilizing, cleaning, sweeping, trash removal, fixing and/or replacing the paved surface, and maintaining any bicycle stations and ditches/waterways associated with the Walking Trail. The City shall have enough room on each side of the paved surface as reasonably necessary to perform under this provision. All costs associated with the Walking Trail shall be the responsibility of the City, unless due to the sole negligence or specific acts of the County and/or its agents or employees.

4. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the parties' respective lands, and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

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

6. 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.

7. **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.

8. **Indemnification.** The City agrees to indemnify, defend, and hold harmless the County, and their respective elected officials, officers, directors, employees, tenants, licensees, invitees, contractors, agents, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, claims, demands, suits, actions, costs, and expenses of every kind, character, description, and nature (including reasonable attorneys' fees) (collectively, the "Losses") arising out of, in connection with, or on account of, the use of the Walking Trail (including, without limitation, arising from or in connection with any injury, death, or damage to any person or property sustained on or about the Walking Trail), or the failure to perform its obligations under this Agreement, except to the extent such losses are due to the sole negligence or willful misconduct of the County. Notwithstanding anything to the contrary herein, the City and County are governmental entities entitled to governmental immunity under law, including Wis. Stat. sec. 893.80. Nothing contained herein shall waive the rights and immunities to which the County may be entitled under law, including all of the immunities, limitations and defenses under Wis. Stat. sec. 893.80, or any subsequent amendments thereof, any federal law, common law or other applicable laws.

9. The parties each warrant that the signing party hereto is duly authorized to enter into this agreement and to sign the same.

JACKSON COUNTY

CITY OF BLACK RIVER FALLS

For County

A. Brad Chown, City Administrator

For County

Jay Eddy, Mayor

ACKNOWLEDGEMENT

ACKNOWLEDGEMENT

STATE OF WISCONSIN)

) ss.

COUNTY OF JACKSON)

Personally came before me this ____ day of _____, 2024, the above-named _____, to me known as the person(s) who executed the foregoing instrument and acknowledged the same.

STATE OF WISCONSIN)

) ss.

COUNTY OF JACKSON)

Personally came before me this ____ day of _____, 2024, the above-named A. Brad Chown and Jay Eddy to me known as the person(s) who executed the foregoing instrument and acknowledged the same.

*

*

Notary Public – State of Wisconsin
My commission expires: _____

Notary Public – State of Wisconsin
My commission expires: _____

This document drafted by:
Attorney Justin E.J. Andrews
Weld Riley, S.C.
3624 Oakwood Hills Pkwy,
Eau Claire, WI 54702-1030

EXHIBIT "A"

Legal Description:

A part of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 15 Township 21 North Range 4 West Beginning at the SE corner of said forty acre tract, thence West 13 rods along the E and W $\frac{1}{4}$ line, thence North 24 rods Parallel with the N & S $\frac{1}{4}$ line, thence East 13 rods Parallel with the E & W $\frac{1}{4}$ line thence South 24 rods on said line to place of beginning, excepting therefrom the South 100 feet of the above described tract which is not to be hereby conveyed.

206-2382.0000

-and-

A part of fractional lot No. nine (9) in section No. twenty two (22) in Township No. twenty one (21) North of Range No. four (4) west, described as follows:- Commencing at a stone 23x7x5 inches standing in the west section line of said section No. twenty two (22), 7 $\frac{27}{100}$ chains south of the North West corner of said section twenty two (22), thence running south 50 $\frac{1}{4}^{\circ}$ & 13 chains to a stone 28x10x6 inches; thence east 8 $\frac{41}{100}$ chains to a stone 23x10x9 inches, thence southwesterly along the bank of river in meander line as per government survey to the one fourth line of said section twenty two (22); thence west on one fourth line to the West quarter corner of said section twenty two (22) thence North on section line 32 $\frac{55}{100}$ chains to the place of beginning and containing 28 $\frac{25}{100}$ acres more or less.

206-2625.0000 206-2630.0000

-and-

The North East Quarter of the South East Quarter of the North East Quarter and that part of the North East Quarter of the North East Quarter lying South of the highway running in a southwesterly direction through said North East Quarter of the North East Quarter, said highway entering said forty a few rods south of the Northeast corner of the same and leaving said forty near the southwest corner of same except and reserving a small tract of land heretofore conveyed to Jackson County April 1st, 1905 and described as follows: Commencing at a point on the section line 3.80 chains South of the NE corner of said section 21, thence running South 43 $\frac{1}{2}^{\circ}$ West 3.44 chains, thence South 50 $\frac{1}{4}^{\circ}$ East 3.07 chains, to section line, thence running North on section line 4.46 chains to place of beginning and containing .53 acres more or less. All of the above lands being in Section No. Twenty one (21) in Township No. Twenty one (21) North, of Range No. Four (4) West of the Fourth Principal Meridian in Wisconsin, containing about 26.47 acres of land, more or less.

206-2575.0000

EASEMENT AGREEMENT

Document No.

THIS EASEMENT AGREEMENT, is entered into by and between the City of Black River Falls, a Wisconsin Municipal Corporation, (hereinafter "City") and WHPC-DOMINIUM, LLC, a Wisconsin Limited Liability Company, (hereinafter "WHPC").

RECITALS:

A. Whereas, WHPC owns certain property in the City of Black River Falls as described on the attached Exhibit "A" (hereinafter "WHPC Property"); and

B. Whereas, the City maintains a public walking trail in the City of Black River Falls, sometimes referred to as the "Foundation Trail", as described on the attached Exhibit "B" (hereinafter "Walking Trail"); and

C. Whereas, certain portions of the Walking Trail are located on land owned by the WHPC; and

D. Whereas, the WHPC and City wish to memorialize an understanding regarding the location, use, maintenance, and repair of said Walking Trail.

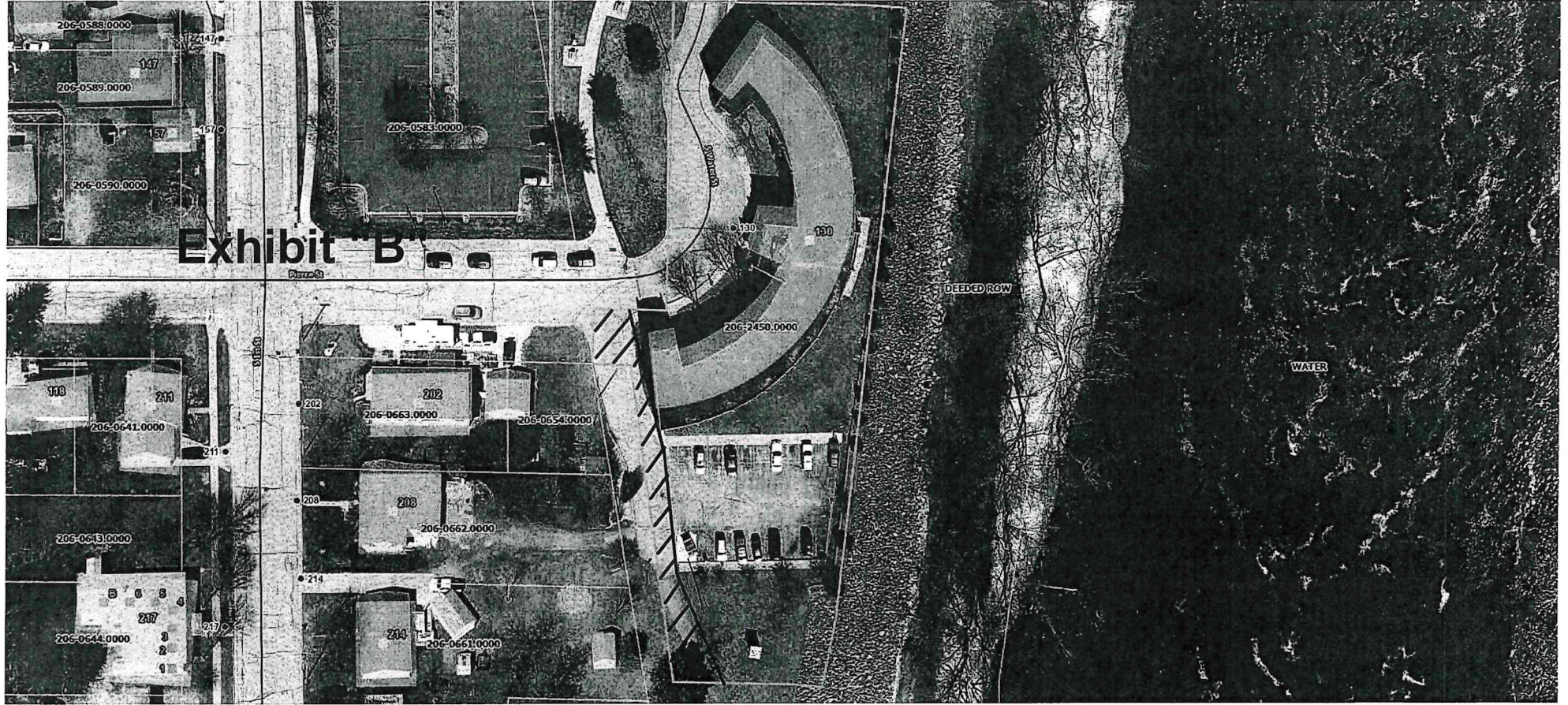
Return to:

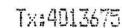
City of Black River Falls
101 S. Second St
Black River Falls, WI 54615

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Grant of Easement.** WHPC grants to City a perpetual easement for the purpose of keeping, using, having, and maintaining the Walking Trail on WHPC Property. The parties agree that the average width of the Walking Trail is twelve feet (12').
2. **Condition of Easement Area.** The City accepts the condition of the easement area as it exists on the date of this Agreement.
3. **Maintenance and Costs.** The City shall be solely responsible for maintaining said Walking Trail, including, but not limited to, mowing, tree/root removal, weeding, fertilizing, cleaning, sweeping, trash removal, fixing and/or replacing the paved surface, and maintaining any bicycle stations and ditches/waterways associated with the Walking Trail. The City shall have enough room on each side of the paved surface as reasonably necessary to perform under this provision. All costs associated with the Walking Trail shall be the responsibility of the City, unless due to the negligence or specific acts of the WHPC and/or its agents or employees.
4. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the parties' respective lands, and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.
5. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
6. **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.
7. **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.





* Type name below signatures.

QCD 418769

Created by: Brad Chown

Cart Access to Golf Course



Date created: 12/31/2024

Last Data Uploaded: 12/31/2024 9:35:55 AM

Developed by



DocId:8020034

Tx:4013675

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

Document Number: 418770
Shari Marg
Register of Deeds
Jackson County, WI
Recorded: 12/18/2024 02:07 PM
Transfer Tax Paid:
Transfer Tax Exempt # 26
Recording Fee Paid: 30.00
Number of Pages: 2

THIS DEED, made between DAVID HOFFMAN

("Grantor," whether one or more),
and CITY OF BLACK RIVER FALLS, a Wisconsin Municipal Corporation

("Grantee," whether one or more).
Grantor quit claims to Grantee the following described real estate, together with the
rents, profits, fixtures and other appurtenant interests, in Jackson
County, State of Wisconsin ("Property") (if more space is needed, please attach
addendum):

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Recording Area

Name and Return Address

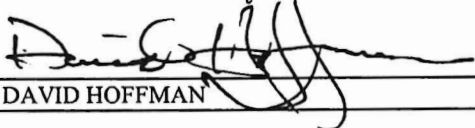
RADCLIFFE LAW OFFICE SC
107 MAIN ST
BLACK RIVER FALLS, WI 54615

206-2287.0000

Parcel Identification Number (PIN)

This IS NOT homestead property.
(is) (is not)

Dated 12/18/24

 (SEAL) _____ (SEAL)
* DAVID HOFFMAN *

(SEAL) _____ (SEAL)
* _____ *

AUTHENTICATION

Signature(s) DAVID HOFFMAN

authenticated on 12-18-2024


* Atty Mark A. Radcliffe

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Mark A. Radcliffe - Radcliffe Law Office SC
107 Main Street, Black River Falls, WI 54615

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
JACKSON COUNTY)

Personally came before me on _____,
the above-named DAVID HOFFMAN

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

*

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

* Type name below signatures.

LEGAL DESCRIPTION:

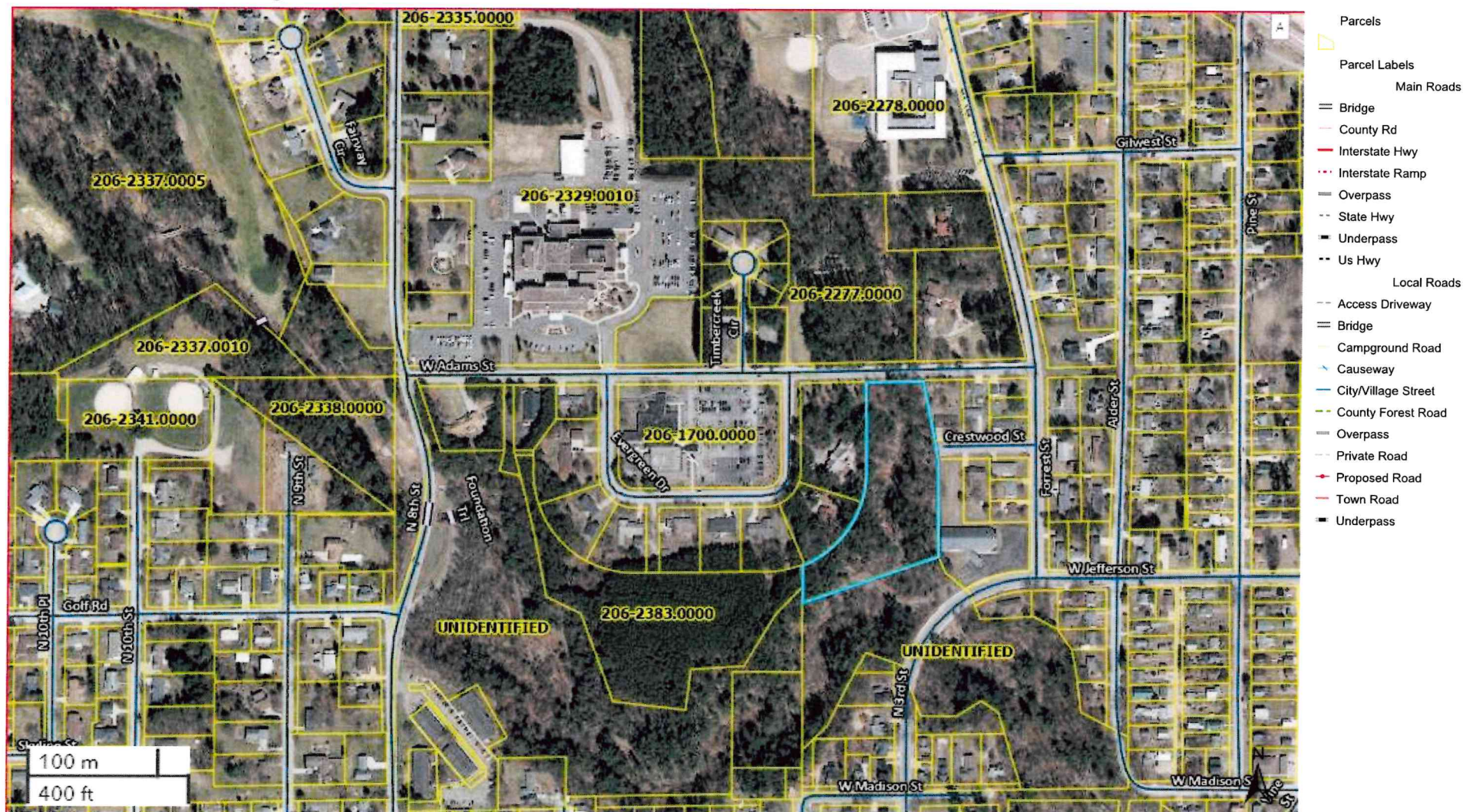
That part of Outlots 7, 8 and 10 located in the South West Quarter of the North East Quarter of Section 15, Township 21 North, Range 4 West and described as follows: Commencing at a stone marking the northwest corner of the South West Quarter of the Northeast Quarter of Section 15, Township 21 North, Range 4 West, thence south 1 degree 43 minutes west along the west line of above described forty a distance of 30 feet to the point of beginning, thence south 89 degrees 32 minutes east a distance of 335.2 feet to an iron pipe marking the northwest corner of Crestwood Addition to the City of Black River Falls, thence south 9 degrees 4 minutes east a distance of 246.5 feet to an iron stake marking the westerly boundary of Crestwood Addition, thence south 1 degree 22 minutes west a distance of 298 feet to an iron stake marking the westerly boundary of Crestwood Addition, thence south 73 degrees 7 minutes west a distance of 404.3 feet to the west line of the above described forty, thence north 1 degree 43 minutes east along the west line of the above described forty a distance of 660 feet to the point of beginning, and containing therein 5.00 acres more or less. EXCEPT any portion of the above-described lands and premises located within the Plat of Town Creek Addition or the Plat of Crestwood to the City of Black River Falls.



QCD 418770

Stormwater Drainage / Foundation Trail

Created by: Brad Chown



Date created: 12/31/2024

Last Data Uploaded: 12/31/2024 9:35:55 AM

Developed by





Agency Endowed Fund Agreement
City of BRF ALL ABILITIES PARK FUND

THIS AGREEMENT is made as of the 1st day of January, 2025, at Black River Falls, WI, between the City of Black River Falls ("CITY"), a governmental unit subject to section 170(c)(1) of the Internal Revenue Code which states charitable contributions to governmental units are tax-deductible if made for a public purpose, located at Black River Falls, WI, and Black River Falls Area Community Foundation of Black River Falls, WI, (the "Foundation"), recognized as a non-profit organization under section 501(c)3 of the Internal Revenue Code.

WHEREAS, the Parties to this Agreement have a common interest in the welfare of the Black River Falls area community and in serving educational and recreational purposes for the benefit of said community;

WHEREAS, each Party is a qualified charitable organization (as defined in paragraph 7); and

WHEREAS, the Foundation has been established with a principal purpose to receive and administer funds as endowments for various charitable, scientific or educational purposes and organizations in the Black River Falls area community, the City of Black River Falls has expressed a desire to establish a fund in the Foundation in the nature of an endowment to provide current income and long-term protection for the operations of the All Abilities Park, and the City of Black River Falls wishes to have the benefits of such a fund.

NOW, THEREFORE, the Parties agree as follows:

1. Establishment of the Fund. A fund shall be established on the books of the Foundation and shall be known as the City of BRF All Abilities Park Fund ("Fund"). The Foundation acknowledges receipt of \$28,160.18 as the initial property of the Fund.
2. Property of the Fund. The Fund shall include the initial contribution received with the execution of this Agreement, such additional property as may from time to time be transferred to the Foundation by the City of Black River Falls for inclusion in the Fund, such additional property as may from time to time be transferred from any other source for inclusion in the Fund and accepted by the Foundation, and all undistributed income from the foregoing property. The Fund shall be the exclusive property of the Foundation, held by it in its corporate capacity, and shall not be deemed a trust fund held by it in a trustee capacity. The Foundation shall have the ultimate authority and control over all property in the Fund, and the income derived from it, in accordance with the Articles of Incorporation and Bylaws of the Foundation (as they may be amended from time to time), and the terms of this Agreement, applied in a manner not inconsistent with said Articles and Bylaws.

3. Designation of Purpose. The Fund shall be used for maintenance of the City of Black River Falls All Abilities Park.
4. Distributions of Income. Distributions from the fund shall be in accordance with the spending policy established by the Board of the Foundation and shall be paid and distributed as needed per request by the City of Black River Falls.
5. Other Distributions: **INITIAL THE APPROPRIATE BOX**

☐ Distributions in excess of the Foundation's spending policy may be made to the City of Black River Falls All Abilities Park in any year as determined by the Governing Board of the Foundation. Recommendations for such distributions may be made from time to time to the Foundation by the City Administrator or City Mayor for Black River Falls. Recommendations of these officials shall be solely advisory and not binding on the Foundation.

OR

☒ In transferring its property to the Fund, City intends to create a permanent endowment. However, distributions in excess of the amount dictated by the application of the Foundation's spending policy may be made to the City of Black River Falls All Ability Park in any year as determined by the Governing Board of the Foundation provided one of the following conditions is met: (1) the distribution is for the purpose of enabling the City of Black River Falls All Abilities Park to acquire or renovate a capital asset; (2) City of Black River Falls All Abilities Park is faced with unexpected financial needs that are not likely to recur, and the distribution will enable the City of Black River Falls to meet those needs. Recommendations for such distributions may be made from time to time to the Foundation by the City Administrator or City Mayor of Black River Falls. Recommendations of these officials shall be solely advisory and not binding on the Foundation.

6. Exercise of Variance Power

- (a) The Foundation shall promptly notify the City of Black River Falls if it becomes aware of any action instituted or proposed by any person to vary the purposes, uses or method of administration of the Fund.
- (b) If the Foundation ceases to be a qualified charitable organization or if the Foundation proposes to dissolve, the assets of the Fund shall, after payment or making provision for payment of any liabilities properly chargeable to the Fund, be distributed to the City of Black River Falls. If the City of Black River Falls All Abilities Park is not then a qualified charitable organization, said assets shall be distributed in such manner and to such organization or organizations in the Black River Falls area community as satisfies the requirements of a qualified charitable organization and serves purposes similar to those of the City of Black River Falls All Abilities Park.

7. Definitions and Construction.

(a) As used in this Agreement:

(1) "Qualified charitable organization" means an organization described in section 501(c)(3), which is other than a private foundation under section 509(a) of the Internal Revenue Code.

(2) References to any provision of the Internal Revenue Code shall be deemed references to the U.S. Internal Revenue Code of 1986, as the same may be amended from time to time, and the corresponding provision of any future U.S. Internal Revenue Code.

(b) It is intended that the Fund shall be a component part of the Foundation and that nothing in this agreement shall affect the status of the Foundation as an entity that is a qualified charitable organization. This Agreement shall be interpreted in a manner consistent with this intention and so as to conform to the requirements of the Internal Revenue Code and any regulations issued pursuant thereto applicable to the intended status of the Foundation.

IN WITNESS WHEREOF, each Party has executed this Agreement by its duly authorized officers effective as of the day and year first above written.

City of BRF for the All Abilities Park Fund

Brad Chown, City of BRF Administrator

Jay Eddy, City of BRF Mayor

Black River Falls Area Foundation

Marianne Torkelson, Vice-Chairperson

Ashley A. Ahl, Treasurer



Designated and Agency Funds -- What's the difference?

There are two types of Community Foundation funds that directly benefit not-for-profit organizations (NFPs): Designated and Agency Funds. **The distinguishing feature is the source of the money for the fund.**

1. **Designated Funds:** Designated Funds are established by individual donors (third parties), not the agency itself, to benefit one or more NFPs; therefore the NFPs do not get a financial statement for these funds. Such funds are not governed by the accounting standards codification cited below.*
2. **Agency Funds:** An Agency Fund is established by a NFP that transfers certain assets to the Community Foundation and designates itself as the beneficiary of the fund. This type of fund is governed by *Accounting Standards Codification 958-605-25 (Not-for-Profit Entities, Revenue Recognition)*. * Please note that an Agency Fund agreement includes standard language which distinguishes a community foundation from a financial institution. ✖

A. How does the Community Foundation account for Agency Funds?

- i. When a NFP establishes an Agency Fund, the Community Foundation sets up the account and labels it 'L.' The NFP receives semi-annual statements that detail the activity for its **Agency Fund** labeled XYZ Fund - L.
- ii. The Community Foundation also sets up a 'sister' account, labeled 'A' to record gifts directly from third parties that are given for the benefit of the NFP. As a courtesy, the Community Foundation also includes the 'sister' account statement labeled XYZ Fund-A reflecting the activity and gifts by third parties in support of the NFP.

B. How does the NFP show Agency Funds in its financial statements?

- i. The NFP should recognize the *Accounting Standards Codification 958-605-25 (Not-for-Profit Entities, Revenue Recognition)** for its **XYZ Fund - L** on its statement of financial position. Please consult your accountant and/or refer to the Financial Accounting Standards Board directive No.136.
- ii. The NFP should not record the assets of the XYZ Fund - A.

* ACCOUNTING STANDARDS CODIFICATION 958-605-25 (NOT-FOR-PROFIT ENTITIES, REVENUE RECOGNITION)

This standard applies to accounting for assets transferred to a fund in a community foundation by not-for-profit organizations. Under ACCOUNTING STANDARDS CODIFICATION 958-605-25 (NOT-FOR-PROFIT ENTITIES, REVENUE RECOGNITION), when a not-for-profit transfers a portion of its own assets to a fund in a community foundation, the not-for-profit continues to report those assets as its own, with the offsetting activity reported in net assets. The community foundation also reports the asset, and the offsetting entry is classified as a liability to the not-for-profit organization.

When a private individual establishes an endowment fund in a community foundation to benefit a nonprofit organization, ACCOUNTING STANDARDS CODIFICATION 958-605-25 (NOT-FOR-PROFIT ENTITIES, REVENUE RECOGNITION) specifies that the assets in the endowment be reported *only* in the books of the foundation.

An endowment fund in a community foundation that contains a mixture of assets transferred from the not-for-profit organization and gifted by private individuals must treat each type of transaction separately as specified above.

This disclosure statement is intended to provide basic information regarding the establishment of designated and agency funds.

The Community Foundation is not in the business of rendering legal, accounting or financial advice. Always discuss your plans with your attorney, accountant or financial advisor.