

City of Black River Falls
COMMON COUNCIL – AGENDA

Tuesday – March 4, 2025 – 6:00 PM
City Hall – 101 S. Second Street, Black River Falls, WI

Join Zoom Meeting:

<https://us02web.zoom.us/j/86241711746?pwd=3jlmdQUH6aHx285zbIkYh27Na3byaM.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 February 4, 2025 Common Council Meeting – Action
5. Citizens in Attendance
6. Committee Reports:
 - a. Committee of the Whole February 19, 2025
 - b. Utility Commission February 24, 2025
7. Mayor’s appointment of Blanche Thoreson to the Library Board with term expiring in 2027 – Action
8. Mayor’s Appointment of Branding Committee
9. Application for Payment #3 from Haas & Sons, Inc. for release of final retainage of \$11,726.75 for Buchanan Street Project – Action
10. Application for a Temporary Alcohol Beverage (Picnic) License for the Black River Falls Athletic Boosters for Falls Taste Fest May 3, 2025 at 388 Melrose Street (Milt Lunda Memorial Arena) – Action
11. Intergovernmental Agreement with the Town of Brockway for Room Tax – Action
12. **ORDINANCE 892** – An ordinance amending Sections 3.11 (1), (2), (3), and (5)(B) of the municipal codes of the City related to Room Tax – 1st Reading
13. **RESOLUTION 2025-01** – A resolution to borrow \$250,000 for Washington Street sewer main lining and street reconstruction project in TID #8 – Action

14. **RESOLUTION 2025-02** – A resolution rescinding resident only parking restriction on portion of Fillmore Street and portion of Pierce Street – Action
15. Easement requests – Discussion
16. Sex offender residency restrictions – Discussion
17. Meetings: Committee of the Whole **Wednesday, March 19, 2025 6:00 PM**
18. Adjourn

Posted: February 28, 2025

The Common Council met at City Hall in the City of Black River Falls on February 4, 2025 at 6:00 P.M. Alderpersons Gearing-Lancaster, Peloquin, Dougherty, and Busse were present. Alderpersons Wussow, Ammann, and E. Rave attended remotely via Zoom meetings. Alderperson M. Rave was excused. Mayor J. Eddy presided.

It was moved by Alderperson Gearing-Lancaster, seconded by Alderperson Dougherty to dispense with the reading of the minutes of the January 7, 2025 Common Council meeting and approve as presented. Motion carried.

CITIZENS IN ATTENDANCE

There was no citizens in attendance.

COMMITTEE REPORTS

It was moved by Alderperson Dougherty, seconded by Alderperson Gearing-Lancaster to place on file the minutes of the January 9, 2025 Airport Commission meeting. Motion carried.

It was moved by Alderperson Busse, seconded by Alderperson Peloquin to approve the minutes of the January 15, 2025 Committee of the Whole meeting. Motion carried.

The Committee of the Whole met at City Hall in the City of Black River Falls on January 15, 2025 at 6:00 P.M. Alderpersons Gearing-Lancaster, Ammann, Peloquin and Dougherty were present. Alderpersons E. Rave and Busse attended remotely via Zoom meetings. Alderpersons Wussow and M. Rave were excused. Mayor Jay Eddy presided.

1. There was one citizen in attendance.
2. The Department Head monthly reports were reviewed. Department heads present were Darryl Nelson, Jarod Meyer, Travis Brown, Cara Hart, and Brad Chown. Jody Stoker was excused.
3. The Parks & Recreation Director advised the Hoops Tournament went well and there was a good turnout.
4. The City Administrator advised the Fire Department's new 100-foot platform ladder truck is out of service due to a faulty hydraulic cylinder. This warranty repair will be done in Appleton as soon as the parts arrive.
5. It was moved by Alderperson Ammann, seconded by Alderperson Peloquin to award the bid for a 2025 GMC Sierra to Gross Motors at a cost of \$47,310.50. Motion carried.
6. There was discussion on the three snow plow bids that were received which included a desire to award the bid to the second lowest bidder, Universal Truck, based on past experience, closer distance for parts and service, Hiniker brand plow being the same plow that is on the truck that is being replaced; and the price difference only being \$787.00. The existing truck will be transferred to the Parks Department so it would be nice for parts and service to have the same brand of plows on these two City trucks.
7. It was moved by Alderperson Ammann, seconded by Alderperson Dougherty to award the bid for a snow plow for the 2025 GMC Sierra to Universal Truck EQ for a Hiniker plow at a cost of \$9,997.00 contingent on legal counsel approval. If not approved by legal counsel, then award the bid to TruXcessorize, Inc for a Western plow at a cost of \$9,210.00. Motion carried.
8. Financial reports for December 2024 will be presented at a later date after all December invoices have been paid and expensed back to 2024.

It was moved by Alderperson Busse, seconded by Alderperson E. Rave to adjourn. Motion carried at 6:25pm.

It was moved by Alderperson Wussow, seconded by Alderperson Dougherty to place on file the minutes of the January 29, 2025 Industrial Park Commission meeting. Motion carried.

It was moved by Alderperson Ammann, seconded by Alderperson Wussow to place on file the minutes of the January 29, 2025 Plan Commission meeting. Motion carried.

It was moved by Alderperson Dougherty, seconded by Alderperson Gearing-Lancaster to place on file the minutes of the January 27, 2025 Utility Commission meeting. Motion carried.

It was moved by Alderperson Peloquin, seconded by Alderperson Wussow to place on file the minutes of the January 30, 2025 Business Improvement District (BID) Board meeting. Motion carried.

It was moved by Alderperson Gearing-Lancaster, seconded by Alderperson Dougherty to approve the Mayor's appointment of Todd Luttio to the Police Committee for a 3-year term. Motion carried.

It was moved by Alderperson Busse, seconded by Alderperson Gearing-Lancaster to approve the Certified Survey Map (CSM) submitted by Christopher Fechner on behalf of L.A. Industries, LLC for property located on South 1st Street contingent on the surveyor verifying the map complies with Chapter 19 City of Black River Falls Subdivision and Platting Ordinance and updating the Surveyor's Certificate on said CSM to reflect compliance. Motion carried.

It was moved by Alderperson Busse, seconded by Alderperson Dougherty to accept Jackson Electric Cooperative's Offer to Purchase Vacant Land for 6.12 acres in the Industrial Park according to the terms of Counter Offer 2 by Buyer. Motion carried.

It was moved by Alderperson Wussow, seconded by Alderperson Dougherty to approve the 2025-2027 Collective Bargaining Agreement between the City and the Black River Falls Professional Police Association. Motion carried.

There was discussion on increasing the room tax rate from 7% to 8%. There was no opposition to proceeding with the process to implement the increase.

It was moved by Alderperson Peloquin, seconded by Alderperson Gearing-Lancaster to adjourn. Motion carried at 6:45pm.

A. Brad Chown
City Administrator

The Committee of the Whole met at City Hall in the City of Black River Falls on February 19, 2025 at 6:00 P.M. Alderpersons Gearing-Lancaster, Wussow, Ammann, Peloquin, Dougherty, and Busse were present. Alderpersons M. Rave and E. Rave were absent. Mayor Jay Eddy presided.

1. There were two citizens in attendance.
2. The Department Head monthly reports were reviewed. Department heads present were Jody Stoker, Darryl Nelson, Jarod Meyer, Travis Brown, Cara Hart, and Brad Chown.
3. The City Administrator distributed six options for a new City logo to replace the City Seal that is currently being used.
4. It was moved by Alderperson Ammann, seconded by Alderperson Wussow to approve the Fire Department's request to sell the 1996 Pierce 65-Foot Quint (Engine 13). Motion carried.
5. It was moved by Alderperson Ammann, seconded by Alderperson Gearing-Lancaster to recognize the International Association of Fire Fighters (IAFF) as the representative for the non-supervisory, full-time members of Black River Falls Emergency Medical Services (EMS). Motion carried.
6. The Parks & Recreation Director advised the Winter Frostival event at the Lunda Community Park went well and there was a good turnout. He thanked Parks & Recreation staff members Dain Crawford and Greg Kohler for their efforts for this event.
7. It was moved by Alderperson Busse, seconded by Alderperson Dougherty to approve the Parks & Recreation Department's request to purchase and install playground equipment at Marks Field with surfacing option #2 at a cost of \$110,276.00 with the understanding the cost will be covered by a local donor. Motion carried.
8. It was moved by Alderperson Wussow, seconded by Alderperson Peloquin to approve the Agency Endowment Fund Agreement with the Black River Falls Area Foundation establishing the City of BRF All Abilities Park Fund. Motion carried.
9. It was moved by Alderperson Busse, seconded by Alderperson Wussow to approve the vouchers for December 2024 Check #74914 - #75059 Totaling \$461,336.69. Motion carried.
10. It was moved by Alderperson Peloquin, seconded by Alderperson Gearing-Lancaster to approve the City Treasurer's Report for December 2024. Motion carried.
11. It was moved by Alderperson Wussow, seconded by Alderperson Dougherty to approve the Revenue & Expense Reports for December 2024. Motion carried.
12. It was moved by Alderperson Dougherty, seconded by Alderperson Busse to approve vouchers for January 2025 Check #75061 - #75169 Totaling \$1,508,081.47, noting Check #75060 was a manual payroll check. Motion carried.
13. It was moved by Alderperson Busse, seconded by Alderperson Wussow to approve the City Treasurer's Report for January 2025. Motion carried.
14. It was moved by Alderperson Busse, seconded by Alderperson Dougherty to approve the Revenue & Expense Reports for January 2025. Motion carried.
15. It was moved by Alderperson Peloquin, seconded by Alderperson Wussow to adjourn. Motion carried at 6:58pm.

A. Brad Chown
City Administrator

BLACK RIVER FALLS UTILITY COMMISSION MEETING MINUTES

February 24, 2025

Utility Commission President John Lund called a meeting of the Black River Falls Municipal Utility Commission to order on February 24, 2025 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, Electric Supt. Kevin LaValley, Office Manager Sam Linehan, and Garrett Aleckson (Banner Journal).

A motion was made by Commissioner Amo and seconded by Commissioner Mathews to approve the minutes from the January 20, 2025 regular meeting.

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

A motion was made by Commissioner Amo and seconded by Commissioner Dougherty to approve the accounts payable vouchers; CK #42644 – 42708; EP #100897 – 100903 and #100907 - 100908 – Totaling \$630,433.91.

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

Sam Linehan informed the Commission that she continues to work with CIVIC building the financial statement capabilities of the new accounting software.

The Commission reviewed the January 2025 arrears.

Casey Engebretson informed the Commission the three (3) new influent pumps at the WWTP are installed and working properly. One of the pumps had to be removed and rebuilt. The seal fail alarms seem to be working as well. Staff, along with the sales team and manufacturer will continue to monitor.

Casey Engebretson stated the WWTP's 2024 Phosphorus Multi-Discharger Variance Payment to Counties was \$22,880.88. This amount is comparable to the average paid in previous years.

Kevin LaValley summarized the work completed at the German Hill substation and the remaining work needed to complete the project. Kevin explained that additional relays, test switches, etc. need to be installed on the main breaker at German Hill substation. The larger replacement transformer results in the possibility of a higher fault current. Installing this equipment is necessary to provide adequate protection for both staff and equipment. The cost of this equipment and installation was not to exceed \$22,000. Casey Engebretson approved this quote and parts have been ordered.

The Commission reviewed a contribution request from the National Fire Safety Council (NFSC).

A motion was made by Commissioner Amo and seconded by Commissioner Dougherty to make a donation of \$105.00 to the NFSC for educational materials for 30 children.

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

The Commission reviewed a contribution request from the Jackson County Fair Board (JCFB).

A motion was made by Commissioner Mathews and seconded by Commissioner Eddy to make a donation of \$200.00 to the JCFB for their First Annual Jackson County Fair Fundraiser.

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

Casey Engbretson presented the response to the Annual Dam Safety Surveillance Monitoring Report from the Federal Energy Regulatory Commission (FERC) to the Commission.

Next Meeting: March 31, 2025 @ 3:30 p.m.

A motion was made by Commissioner Mathews and seconded by Commissioner Eddy to adjourn the meeting at 4:07 p.m.

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

Casey Engbretson, General Manager

comm.mtg.minutes.2.24.2025

BRFMU IS AN EQUAL OPPORTUNITY PROVIDER



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for All of Us®

February 21, 2025

RE: Buchanan Street Sanitary Sewer
Improvements
SEH No. BLKRF 178737 14.00

Mr. Brad Chown, City Administrator
City of Black River Falls
101 South Second Street
Black River Falls, WI 54615

Dear Mr. Chown:

Haas Sons, Inc. has submitted the attached final Application for Payment #3. We have reviewed the Application for Payment, and the work completed to date, and recommend release of final retainage in the amount of \$11,726.75 to Haas Sons, Inc.

Sincerely,

David A. Walter, P.E.
Sr. Professional Engineer
(Lic. WI)

DW
Enclosure

x:\ael\blkrf\178737\7-const-svcs\73-app-pymtl\pay app #3 - final\blkrf178737 afp #3 letter.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10 North Bridge Street, Chippewa Falls, WI 54729-2550

715.720.6200 | 800.472.5881 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



Application for Payment

(Unit Price Contract)

No. _3 FINAL_

Eng. Project No.:

Location: Black River Falls

Contractor Haas Sons, Inc. Contract Date August 21, 2024

203 E. Birch Street

Thorp, WI 54771 Contract Amount \$ 131,681.00

Contract for Black River Falls Buchanan Street Santiary Sewer

Application 12/23/2024 For Period Ending 12/23/24

Item No.	Item	Unit	Est Qty	Quantity to Date	Unit Price	Total Price
1	Maintenance of Traffic	LS	1		\$1,500.00	
2	Mobilization	LS	1	1	9,000.00	\$9,000.00
3	Silt Fence	LF	220		4.00	
4	Tracking Pad	EA	2		200.00	
5	Sanitary Sewer 8 inch	LF	330	336	71.00	\$23,856.00
6	Santiary Manhole 48"	VF	30	30	485.00	\$14,550.00
7	Outside Drop	VF	11.3	14	820.00	\$11,480.00
8	Sanitary Manhole Casting	EA	2	2	1,450.00	\$2,900.00
9	Sanitary Wye 8x4"	EA	5	3	200.00	\$600.00
10	Santiary Service 4"	LF	100	62	116.00	\$7,192.00
11	Connect to existing Sanitary Sewer	EA	5	3	700.00	\$2,100.00
12	Connect to existing Sanitary Service	EA	5	3	300.00	\$900.00
13	Exploratory Dig	EA	1	1	1,200.00	\$1,200.00
14	Retaining Wall	SF	860	734	59.25	\$43,489.50
	CHANGE ORDERS					

Total Contract Amount \$117,267.50

Application for Payment (continued)

Total Contract Amount	\$ 131,681.00	Total Amount Earned	\$ 117,267.50
		Material Suitably Stored on Site, Not Incorporated into Work	
Contract Change Order No.		Percent Complete	
Contract Change Order No.		Percent Complete	
Contract Change Order No.		Percent Complete	
Less Previous Applications:		GROSS AMOUNT DUE	\$ 117,267.50
AFP No. 1: 59,740.20	AFP No. 6:	LESS 0 % RETAINAGE	\$ 0.00
AFP No. 2: 45,800.55	AFP No. 7:	AMOUNT DUE TO DATE	\$ 117,267.50
AFP No. 3:	AFP No. 8:	LESS PREVIOUS APPLICATIONS	\$ 105,540.75
AFP No. 4:	AFP No. 9:	AMOUNT DUE THIS APPLICATION	\$ 11,726.75
AFP No. 5:			

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, Black River Falls, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date December 23, 2024

Haas Sons Inc

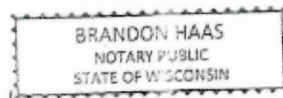
COUNTY OF Clark)
STATE OF WI) SS

By Daniel Haas
(Contractor)
(Name and Title)

Before me on this 23 day of December, 2024, personally appeared Darrel Haas known to be, who being duly sworn did depose and say that he is the President (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission expires

1/19/2027



Brandon Haas
(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

Short Elliott Hendrickson Inc.

By David A. Walter

Date 2/21/25

By _____

Date _____

COPY

Form
AB-220

Temporary Alcohol Beverage License

Municipality
City Black River Falls

License(s) Requested	Fees	
☒ Temporary "Class B" Wine ☒ Temporary Class "B" Beer	License Fees	\$ 10. ⁰⁰
	Background Check	\$ —
	Total Fees	\$ 10.⁰⁰

Part A: Organization Information

1. Organization Name <u>Black River Falls Athletic Boosters Inc</u>		
2. Organization Permanent Address <u>P.O. Box 1147 Black River Falls WI 54615</u>		
3. City <u>Black River Falls</u>	4. State <u>WI</u>	5. Zip Code <u>54615</u>
6. Mailing Address (if different from permanent address)		
7. FEIN <u>26-1318922</u>	8. Date of Organization/Incorporation <u>9/21/2007</u>	9. State of Organization/Incorporation <u>501C3</u>
10. Phone <u>N/A</u>	11. Email <u>brfbusters brfathleticboosters@gmail.com</u>	
12. Organization type (check one) ☒ Bona Fide Club ☐ Church ☐ Fair Association/Agricultural Society ☐ Veteran's Organization ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.		
13. Is this organization required to hold a Wisconsin Seller's permit? ☐ Yes ☒ No		
14. Wisconsin Seller's Permit Number (if applicable)		

Part B: Individual Information

List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.

Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

Last Name	First Name	Title	Phone
<u>Grant</u>	<u>Erica</u>	<u>president</u>	<u>715-896-3232</u>
Perry <u>Nichols</u>	<u>Perry</u>	<u>vice pres</u>	<u>715-299-5160</u>
<u>Cogswell</u>	<u>Andy</u>	<u>secretary</u>	<u>715-896-3497</u>
Heath <u>Holcomb</u>	<u>Heather</u>	<u>treasurer</u>	<u>715-896-9967</u>
<u>Wirtz</u>	<u>Ron</u>	<u>event coordinator</u>	<u>715-896-4273</u>

Continued →

Part C: Event Information			
1. Name of Event (if applicable) <i>Falls Taste Fest</i>			
2. Dates of Operation <i>May 3 2025</i>		3. Hours of Operation <i>2-6</i>	
4. Premises Address <i>388 Melrose St. (Lunda Memorial Arena)</i>			
5. City <i>Black River Falls</i>		6. State <i>WI</i>	7. Zip Code <i>54615</i>
8. County <i>Jackson</i>	9. Governing Municipality ☒ City ☐ Town ☐ Village of: <i>Black River Falls</i>		10. Aldermanic District
11. Organizer of Event (if not the named applicant) <i>BRF Athletic Booster Club</i>		12. Email and/or Phone Number for Organizer of Event <i>brfathleticboosters@gmail.com</i>	
13. Organizer Website <i>Facebook - BRF Athletic Booster Club</i>		14. Event Website <i>SAME</i>	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <i>Event is @ Lund Memorial Hockey Arena, using the front area and the ice rink</i>			

Part D: Attestation			
Who must sign this application? • one officer or director of the nonprofit organization			
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.			
Last Name <i>Wirtz</i>		First Name <i>Ron</i>	
Title <i>Event Coordinator</i>		M.I. <i>A</i>	
Email <i>ronald.a.wirtz@gmail.com</i>		Phone <i>715-896-4273</i>	
Signature <i>Ron Wirtz</i>		Date <i>2/25/25</i>	

Part E: For Clerk Use Only	
Date Application Was Filed With Clerk <i>2-25-25</i>	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk <i>Bernie Wirtz</i>	

**INTERGOVERNMENTAL AGREEMENT BETWEEN TOWN OF BROCKWAY
AND THE CITY OF BLACK RIVER FALLS**

THIS AGREEMENT is made by and between the Town of Brockway, Jackson County, Wisconsin, a Town created and existing under Chapter 60 of the Wisconsin Statutes, identified in this AGREEMENT as "Brockway" and the City of Black River Falls, a City created and existing under Chapter 62 of the Wisconsin Statutes, identified in this AGREEMENT as "BRF". The aforementioned Town and City may be referred to collectively as the "Parties" and/or individually as a "party" in this AGREEMENT.

RECITALS

- A. WHEREAS**, Brockway and BRF have previously entered into an agreement regarding the room tax imposed on the room tax District that the parties belong to under Wis. Stat. 66.0615, which encompasses the municipal boundaries of each party; and
- B. WHEREAS**, the parties desire to increase the room tax from seven percent (7.0%) to eight percent (8.0%).

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and obligations contained herein, the Parties agree as follows:

- 1. **AUTHORIZATION.** This AGREEMENT incorporates and makes a part of this AGREEMENT the above recitals and is entered into pursuant to authorization granted under Sections 66.0301 of the Wisconsin Statutes as it exists on the date of execution.
- 2. **INCREASE IN ROOM TAX AND EFFECTIVE DATE.** The parties agree to increase the room tax from seven percent (7.0%) to eight percent (8.0%) effective on the first (1st) day of the next month following passage and execution of this AGREEMENT by both parties.
- 3. **DISTRIBUTION AND ADMINISTRATION FEE.** The parties agree that thirty percent (30%) of the room tax collected will be deemed an "Administrative Fee". The parties further agree to the following distribution of the room tax:
 - A. One percent (1%) or a minimum of Ten Dollars (\$10.00) shall remain with the hotel, motel, Bed and Breakfast, AirBnB, VRBO, or other similar entity subject to the room tax, as and for the costs of administrations of the tax.
 - B. The remaining seven percent (7%) shall be divided as follows:
 - 1. Thirty percent (30%) to the municipality collecting the tax for the cost of administration. This thirty percent (30%) shall be further divided as follows:
 - a. Twenty percent (20%) to be retained by the municipality.
 - b. Eighty percent (80%) to an account administered by BRF as follows:
 - 1) Seventy-five percent (75%) to the Jackson County Fair Park Maintenance Fund, with one-half thereof going to the Jackson County Fair Park Association and the other one-half going to the Milt Lunda Memorial Arena.

- 2) Twenty-five percent (25%) to the Lunda Community Park Maintenance Fund.
2. Seventy percent (70%) shall be available to the Commission (now known as the "BRF-Brockway Tourism Zone Commission" OR "Commission") established to allocate funds to the Tourism Entity to perform the function of a tourism entity, "Tourism entity" means a nonprofit organization that came into existence before January 1, 2015, spends at least 51 percent of its revenues on tourism promotion and tourism development, and provides destination marketing staff and services for the tourism industry in a municipality, except that if no such organization exists, a municipality may contract with one of the following entities: (i) a nonprofit organization that spends at least 51 percent of its revenues on tourism promotion and tourism development, and provides destination marketing staff and services for the tourism industry in a municipality, or (ii) a nonprofit organization that was incorporated before January 1, 2015, spends 100 percent of the room tax revenue it receives from a municipality on tourism promotion and tourism development, and provides destination marketing staff and services for the tourism industry in a municipality. The Commission shall allocate to the Tourism Entity forty-nine percent (49%) of the funds available to the Commission for the purpose of costs and administrative expenses of the Tourism Entity. The balance of the funds shall be allocated for "tourism promotion and development," as that term is define in Wis. Stat. 66.0615(1)(fm). In addition, the Tourism Entity shall submit to an annual compilation of expenditures. Further, at the request of the Commission a full audit shall be completed.
4. INSURANCE COVERAGE. The Commission shall obtain and maintain the following insurance coverages;
 - (a) Errors and omissions coverage in an amount to be determined and approved by the Commission to provide adequate protection;
 - (b) Crime Coverage in an amount to be determined and approved by the Commission to provide adequate protection; and,
 - (c) Any other insurance deemed necessary by the Commission in the conduct of its business.
 - (d) Expenses and insurance shall be paid as administration expenses by the commission. Any checks or payments issued by the Commission shall bear the signatures of two (2) officers of the Commission (chairperson, vice chairperson, secretary and/or treasurer).
5. ANNUAL AUDIT. The Commission shall submit all financial records to a licensed accounting firm for an annual financial audit and a copy of that audit shall be provided to the parties hereto. The accounting firm shall be selected by a majority vote of the Commission. All meeting notices and minutes shall be sent to member municipalities.
6. USE OF TAX COLLECTED. The parties agree that, other than the above-referenced Administration Fee, the funds collected shall be used for, and expended, in strict accordance with the requirements of Wis. Stat. 0615, as may be amended.

7. AMENDMENTS AND TERMINATION OF AGREEMENT. The parties may, from time to time, amend any portion of this AGREEMENT provided that each governing body passes a resolution with the exact language of the proposed amendment. Amendments shall not become effective until unanimous approval by all parties.
8. INTERPRETATION. This AGREEMENT must be interpreted and construed reasonably and neither for, nor against any of the parties, regardless of the degree to which any of the parties participated in its drafting. The parties intend that the authority granted to them by Wis Stat. 66.0301 be interpreted liberally in favor of cooperative action between the parties and other municipalities that the parties may contract with.
9. SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other provision of this AGREEMENT.
10. MISCELLANEOUS. This AGREEMENT contains the entire contact between the parties with respect to their rights and obligations under this AGREEMENT. This AGREEMENT completely and fully supersedes all prior understandings, agreements (oral and written), and discussions between the parties. This AGREEMENT shall be binding upon the parties and shall be construed and enforced in accordance with the laws of the State of Wisconsin.
11. The parties executing this AGREEMENT each warrant that they have the authority to sign the same and bind their respective municipalities hereto, after a vote and authorization by their respective governing bodies.

TOWN OF BROCKWAY

CITY OF BLACK RIVER FALLS

Dated: _____

Dated: _____

Donald Mathews, Chairperson
Town of Brockway

Mayor, Jay Eddy

Dated: _____

Dated: _____

Dated: _____
Jann Dahl, Town Clerk/Treasurer

A. Brad Chown, City Administrator

CITY OF BLACK RIVER FALLS ORDINANCE NO. 892

AN ORDINANCE AMENDING SECTIONS 3.11 (1), (2), (3) and (5)(B.) OF THE MUNICIPAL CODE OF THE CITY OF BLACK RIVER FALLS, JACKSON COUNTY, WISCONSIN, REGARDING ROOM TAX

The Common Council of the City of Black River Falls, Jackson County, Wisconsin, do ordain as follows:

SECTION 1. Section 3.11 (1) of the Municipal Code is hereby amended to add AirBnB's and VRBO's and similar entities to the list of establishments covered by the definition of "Hotel" "Motel" and/or "Bed & Breakfast."

SECTION 2. Section 3.11 (12) of the Municipal Code is hereby amended to reflect the increase in the room tax from seven percent (7%) to eight percent (8%).

SECTION 3. Section 3.11 (3) of the Municipal Code is hereby amended to update the name of the "Tourism Commission" as the "BRF-Brockway Tourism Zone Commission" or "Commission."

SECTION 4. Section 3.11 (5)(B.) of the Municipal Code is hereby amended to refer to the "remaining seven percent (7%) shall be divided" rather than "remaining six percent (6%) shall be divided."

SECTION 5. Severability. The provisions of this Ordinance shall be deemed severable and it is expressly declared that the Common Council would have passed the other provisions of this Ordinance irrespective of whether or not one or more provisions may be declared invalid and if any provisions of this Ordinance of the application thereof to any person or circumstances is held invalid, the remainder of this Ordinance and the application of such provisions to other persons or circumstances shall not be affected thereby.

SECTION 6. Conflicting ordinances. Ordinances or parts of ordinances in conflict with the above Ordinance are hereby repealed.

SECTION 7. Effective date. Upon passage and publication, this Ordinance shall take effect and be in force as provided by law.

Jay Eddy, Mayor

ATTEST

Alex B. Chown, Clerk

CITY OF BLACK RIVER FALLS RESOLUTION 2025-01

A RESOLUTION TO BORROW \$250,000 FOR WASHINGTON STREET SEWER MAIN LINING AND STREET RECONSTRUCTION PROJECT

WHEREAS, The City of Black River Falls, Jackson County, Wisconsin (“City”), is presently in need of funds aggregating **\$250,000.00** for the public purpose of **lining the sanitary sewer main and reconstructing Washington Street**; and

WHEREAS, The Common Council created Tax Incremental Financing District #8 (TID #8) in October 2021; and

WHEREAS, The project plan outlined street improvements within a half mile of TID #8; and

WHEREAS, Washington Street is within half mile of the TID #8 boundary; and

WHEREAS, Washington Street serves as the main ingress and egress for the southern parcels of TID #8; and

WHEREAS, the City completed a sanitary sewer main lining and street reconstruction project on Washington Street; and

WHEREAS, the annual principle and interest payments for this loan will be made using funds from TID #8; and

WHEREAS, the Common Council deems it necessary and in the best interest of the City that, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, up to Two Hundred Fifty Thousand Dollars and No Cents **(\$250,000.00)** be borrowed for such purpose upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED that for the purpose hereinabove set forth, the City, by its Mayor, and City Administrator, pursuant to section 67.12(12), Wisconsin Statutes, borrow from **Security Financial Bank, Black River Falls, WI** (“Lender”), **up to \$250,000.00**, and, to evidence such indebtedness, said Mayor and City Administrator shall make, execute and deliver to the Lender for and on behalf of the City the promissory note of the City, up to the said principal amount with **interest at the rate of 4.725% per annum** for a **term of 10 years** with **annual principle and interest payments** with the **first payment due in 2026** and **no penalty for early payment**.

THE MAYOR DECLARED THE RESOLUTION ADOPTED

Jay Eddy, Mayor

ATTEST:

Alex B. Chown, City Administrator

General Obligation Debt Issuance

Amount: \$250,000
Term: 10 Years
Payments: Annual payments of principle & interest
Penalty: No penalty for early payment
Purpose: Washington Street Reconstruction Project

Responses:

Black River Country Bank	4.875%
Co-op Credit Union	4.850%
Security Financial Bank	4.725%
Waumandee State Bank	6.300%

CITY OF BLACK RIVER FALLS RESOLUTION 2025-02

**A RESOLUTION RESCINDING RESIDENT PARKING ONLY BY PERMIT
RESTRICTIONS ON A PORTION OF FILLMORE STREET AND A PORTION OF
PIERCE STREET**

The Common Council of the City of Black River Falls, Jackson County, Wisconsin, by this resolution, adopted by a majority of the Common Council on a roll call vote with a quorum present and voting, declares as follows:

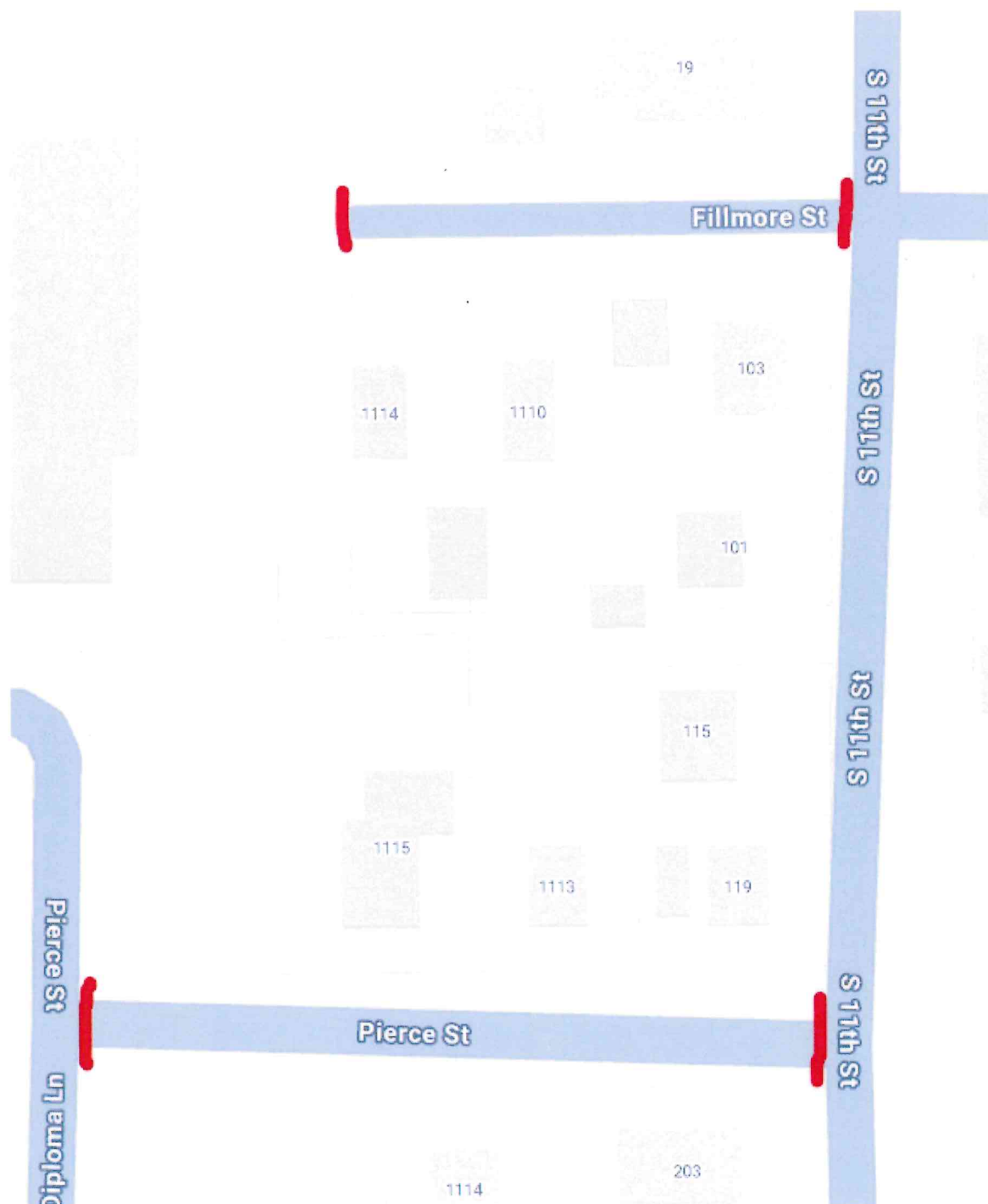
1. The “Resident Parking Only By Permit” restriction on that portion of Fillmore Street lying west of South 11th Street is hereby rescinded.
2. The “Resident Parking Only By Permit” restriction on that portion of Pierce Street lying west of South 11th Street and east of Diploma Drive is hereby rescinded.
3. That pursuant to the provisions of Section 7.02(2)(b) of the Code of Ordinances of the City of Black River Falls, the Official Traffic Map of the City of Black River Falls shall be amended accordingly.
4. The Street Superintendent shall remove all “Resident Parking Only By Permit” signs from the appropriate locations.

Adopted this _____ day of _____, 2025

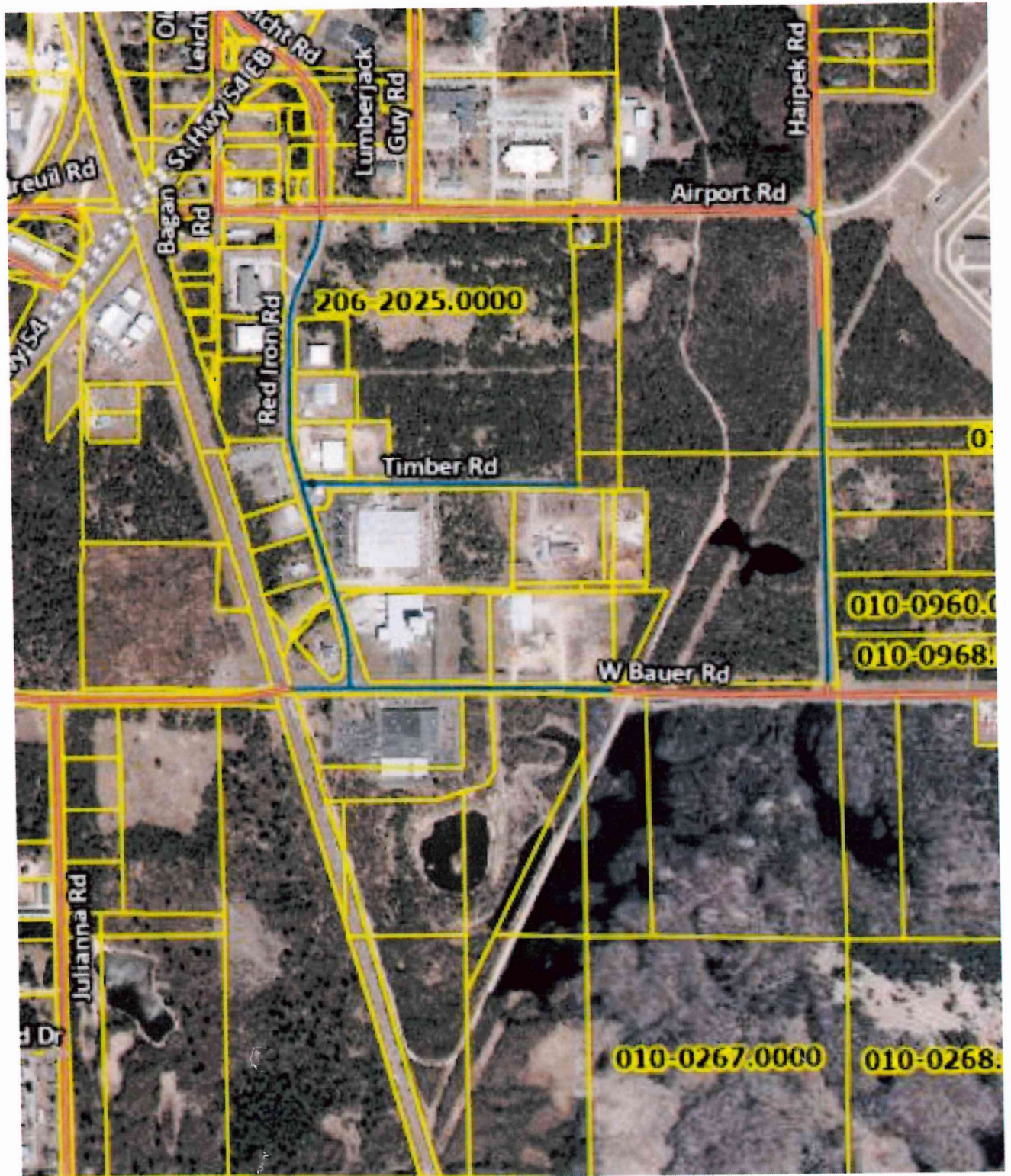
Jay Eddy
Mayor of the City of Black River Falls

ATTEST:

A. Brad Chown
City Administrator/Clerk/Treasurer
City of Black River Falls







CITY OF BLAIR ORDINANCE NO. ____ CREATING **CHAPTER 71** OF THE CODE OF ORDINANCES
RELATING TO SEX OFFENDER RESIDENCY

The Common Council of the City of Blair, Trempealeau County, Wisconsin do ordain as follows:

Section 1. **CHAPTER 71** in the Code of Ordinances of the City of Blair is hereby created to read as follows:

CHAPTER 71

71.01 Title.

71.02 Recitals.

71.03 Purpose.

71.04 Definitions.

71.05 Residency restriction.

71.06 Residency restriction exceptions.

71.07 Safety zones.

71.08 Safety zone exceptions.

71.09 Original residency restriction.

71.10 Sale or rental of property for use by sex offenders.

71.11 Enforcement.

71.12 Petition for exemption.

71.01 **Title.**

This Ordinance shall be entitled the “Sex Offender Residency Ordinance.”

71.02 **Recitals.**

The Wisconsin Statutes, including Chapters 940, 944, and 948 thereof, govern the punishment of individuals who commit sex crimes. The Wisconsin Statutes also govern the release into the community of such individuals. The city is responsible to maintain the public health, safety, and welfare and finds that sex offenders have high recidivism rates that threaten the public health, safety, and welfare, especially that of children.

The city counsel has reviewed findings in several studies related to recidivism and risk related to individuals who have committed sex crimes. Those studies include the following:

- Center for Sex Offender Management Fact Sheet: What You Need to Know About Sex Offenders. This fact sheet provided information about sex offender recidivism, including that it is estimated that one in every five girls and one in every seven boys are sexually abused by the time they reach adulthood; that one in six adult women and one in 33 adult men experience an attempted or completed sexual assault; that approximately 67 percent of all victims of reported sexual assaults are under age 18 and more than half are under age 12; and that about 12 to 24 percent of sex offenders will re-offend.
- U.S. Department of Justice, Bureau of Justice Statistics—Recidivism of Sex Offenders Released from Prison in 1994. This study found that compared to non-sex offenders released from state prisons, released sex offenders were four times more likely to be re-arrested for a sex crime.
- Correctional Service Canada—Forum on Corrections Research. This study of 178 sex offenders released from a maximum-security psychiatric facility found that after an average follow-up of 59 months, 27.5 percent of sex offenders in the study sexually recidivated and 40.4 percent of the sex offenders were arrested, convicted, or returned to a psychiatric facility for a violent offence.
- California Research Bureau—The Impact of Residency Restrictions on Sex Offenders and Correctional Management: A Literature Review. This study found that at the time it was written 22 states had enacted some form of residency restriction that prohibits sex offenders from living within a certain distance of schools, daycare centers, or places where children congregate. The least restrictive among them was 500 feet, but distances from 1,000 to 2,500 feet were common.
- National Bureau of Economic Research—There Goes the Neighborhood? Estimates of the Impact of Crime Risk on Property Values from Megan's Laws. This study found that the majority of both violent and non-violent offenses take place less than one mile from victims' homes. It also found that prices of homes near sex offenders declined considerably following an offender's arrival in the neighborhood.
- An Evaluation of Sex Offender Residency Restrictions in Michigan and Missouri. This study found that while in Michigan, residency restrictions led to a slight increase in recidivism, in Missouri, the reconviction rate declined.

Based on the above studies and other information presented to the city counsel, the counsel determines that the restrictions set forth in this section serve the purpose of protecting the public health, safety, and welfare from the risk of recidivism of sex offenders. The counsel further determines that the intent and effect of this article is not to banish sex offenders from residing within the city, and careful attention has been given to ensure that there are ample locations for sex offenders to reside within the city in compliance with the requirements of this article.

The counsel further determines that the opportunity for individualized consideration of the risks and benefits of residency restrictions on a case-by-case basis is the best approach to achieve the purposes of this article and, to that end, this article establishes an "exemption" process by which a sex offender may seek an exemption from its residency restrictions by petitioning to the City's Sex Offender Residence Counsel.

71.03 Purpose.

The purpose of this article is to protect the public health, safety, and welfare in the city by regulating the residency of sex offenders.

71.04 Definitions.

(a) Sex offender. A person who has been convicted of, has been found delinquent of, or has been found not guilty of by reason of disease or mental defect of a sexually violent offense or a crime against children.

(b) Sexually violent offense. Shall have the meaning set forth in Wis. Stat. § 980.01(6).

(c) Crime against children. Shall mean any of the following offenses set forth in the Wisconsin Statutes, as amended, or in the laws of this or any other state or the federal government having like elements necessary for conviction, respectively:

Wis. Stat. § 940.225(1) First Degree Sexual Assault.

Wis. Stat. § 940.225(2) Second Degree Sexual Assault.

Wis. Stat. § 940.225(3) Third Degree Sexual Assault.

Wis. Stat. § 940.22(2) Sexual Exploitation by Therapist.

Wis. Stat. § 940.30 False Imprisonment — Victim was Minor and Not Offender's Child.

Wis. Stat. § 940.31 Kidnapping — Victim was Minor and Not Offender's Child.

Wis. Stat. § 944.02 Rape (prior statute, now Wis. Stat. § 940.225).

Wis. Stat. § 944.06 Incest.

Wis. Stat. § 944.10 Sexual Intercourse with a Child (prior statute, now Wis. Stat. § 948.02).

Wis. Stat. § 944.11 Indecent Behavior with a Child (prior statute, now Wis. Stat. § 948.02).

Wis. Stat. § 944.12 Enticing Child for Immoral Purposes (prior statute, now Wis. Stat. § 948.07).

Wis. Stat. § 948.02(1) First Degree Sexual Assault of a Child.

Wis. Stat. § 948.02(2) Second Degree Sexual Assault of a Child.

Wis. Stat. § 948.025 Engaging in Repeated Acts of Sexual Assault of the Same Child.

Wis. Stat. § 948.05 Sexual Exploitation of a Child.

Wis. Stat. § 948.055 Causing a Child to View or Listen to Sexual Activity.

Wis. Stat. § 948.06 Incest with a Child.

Wis. Stat. § 948.07 Child Enticement.

Wis. Stat. § 948.075 Use of a Computer to Facilitate a Child Sex Crime.

Wis. Stat. § 948.08 Soliciting a Child for Prostitution.

Wis. Stat. § 948.095 Sexual Assault of a Student by School Instruction Staff.

Wis. Stat. § 948.11(2)(a) or (am) Exposing a Child to Harmful Material.

Wis. Stat. § 948.12 Possession of Child Pornography.

Wis. Stat. § 948.13 Convicted Child Sex Offender Working with Children.

Wis. Stat. § 948.30 Abduction of Another's Child.

Wis. Stat. § 971.17 Not Guilty by Reason of Mental Disease or an Included Offense.

Wis. Stat. § 975.06 Sex Crime Law Enforcement.

(d) Residence. A place where a person sleeps, abides, lodges, or resides on a permanent or regular basis. For purposes of this definition, a permanent basis means 14 or more consecutive days and a regular basis means 14 or more aggregate days during any calendar year and four or more days in any month. A person may have more than one residence.

(e) City. Means the City of Blair, located in Trempealeau County, Wisconsin.

71.05 Residency restriction.

(a) Except as otherwise provided in this Ordinance, a Sex Offender may not reside within 1,500 feet of any real property upon which there exists any of the following uses:

- (1) A school for children.
- (2) A public park, park facility, or pathway.
- (3) A daycare licensed by the State of Wisconsin.
- (4) A public library.
- (5) A public playground.
- (6) A public athletic field used by children.
- (7) A residential care center for children.
- (8) A public swimming pool.
- (9) A public community center
- (10) Designated School Bus Stops (pick-up/drop-off)

(b) For purposes of this section, distance is to be measured in a straight line from the closest boundary line of the real property upon which the sex offender's residence is located to the closest boundary line of the real property of the applicable use.

71.06 Residency restriction exceptions.

A sex offender residing within an area otherwise prohibited by section 71.05 does not commit an offense if any of the following apply:

- (1) The person is required to serve a sentence at a jail, prison, juvenile facility, or other facility located at the otherwise prohibited location.
- (2) The person had established a residence, as defined in section 71.04(d) above, at the location prior to the effective date of this article.
- (3) The use enumerated in section 71.05(a) was established after the sex offender established a residence at the location and registered that residence as required by law.
- (4) The sex offender is a minor or ward under guardianship.

71.07 Safety zones.

No sex offender may enter or be present on any real property upon which there exists any facility used for or which supports the use of:

- (1) A school for children.
- (2) A public park, park facility, or pathway.
- (3) A daycare licensed by the State of Wisconsin.
- (4) A public library.
- (5) A public playground.
- (6) A public athletic field used by children.
- (7) A residential care center for children.
- (8) A public swimming pool.
- (9) A public community center.

71.08 Safety zone exceptions.

A Sex Offender present in an area otherwise prohibited by section 71.07 does not commit an offense if any of the following apply:

(1)The property supporting a use enumerated in section 71.07 also supports a church, synagogue, mosque, temple, or other house of religious worship, subject to the following conditions:

- a. Entrance and presence on the property may occur only during hours of worship or other religious program or service.
- b. The person may not participate in any religious education programs that include individuals under the age of 18.

(2)The property supporting a use enumerated in section 71.07 also supports a use lawfully attended by the sex offender's natural or adopted child or children, which child's use reasonably requires the attendance of the sex offender, provided that entrance and presence on the property occurs only during hours of activity related to the use by the child or children.

(3)The property supporting a use enumerated in section 71.07 also supports a polling location in a local, state, or federal election, subject to the following conditions:

- a. The sex offender is eligible to vote.
- b. The polling location is the designated polling location for the sex offender.
- c. The sex offender casts his or her ballot with whatever usual and customary assistance is available and vacates the property immediately after voting.

(4) The property supporting a use enumerated in section 71.07 also supports a school lawfully attended by the sex offender as a student, provided that the sex offender may only remain on the property at such times that are reasonably required for his or her educational purposes.

(5) The property supporting a use enumerated in section 71.07 also supports a police station, City Hall, or other governmental building, provided that the sex offender vacates the property immediately after completing the activity that required his or her presence at the property.

71.09 Original residency restriction.

In addition to the other residency restrictions set forth herein and subject to the limitations in section 71.06, no sex offender may establish a residence in the city unless he or she was a resident of the city at the time of the most recent offense resulting in the person's most recent conviction, commitment, or placement as a sex offender. This limitation shall not apply to the establishment of a residence at a dwelling that is owned by a member of the sex offender's family at the time the sex offender establishes residence therein. For purposes of this section, a member of a sex offender's family means the sex offender's mother, father, brother, sister, child, or grandparent.

71.10 Sale or rental of property for use by sex offenders.

No person may sell or rent any place, structure, or part thereof with knowledge that it will be used as a residence by any sex offender that is prohibited from establishing residence therein by this article.

71.11 Enforcement.

A person violating this article shall be subject to forfeitures in an amount of not less than \$200.00 nor more than \$1,000.00 for each violation plus the costs of prosecution (including reasonable attorneys' fees). For purposes of calculating forfeitures, each day that a violation exists shall constitute a separate offense. Violations of this article are also deemed public nuisances, and the city may bring an action in circuit court to enjoin or abate any violation.

71.12 Petition for exemption.

(a) A sex offender may seek an exemption from this article by petitioning to the Blair Sex Offender Appeals Board ("Appeals Board").

(b) The Appeals Board shall consist of three (3) citizens residing in the city, which may include City Counsel members. Board Members shall be appointed by the Mayor. Board Members shall serve for a term of five (5) years and shall serve no more than two consecutive terms. The terms for the initial members of the Appeals Board shall be staggered with one Board Member serving one year, a second Board Member serving three years, and a third Board Member serving five years.

(c) The Appeals Board shall approve an official petition form. The sex offender seeking an exemption must complete the petition and submit it to the City Clerk, who shall forward it to the members of the Appeals Board. The Appeals Board shall hold a hearing on each petition, during which the Appeals Board may review any pertinent information and accept oral or written statements from any person. The Appeals Board shall base its decision on factors related to the city's interest in promoting, protecting, and improving the health, safety, and welfare of the community. Applicable factors for the Appeals Board to consider include, but are not limited to:

- (1) Nature of the offense that resulted in designated offender status.
- (2) Date of offense.
- (3) Age at time of the offense.
- (4) Recommendation of probation or parole officer.
- (5) Investigative report of the police department.
- (6) Recommendation of any treating practitioner.
- (7) Counseling, treatment, and rehabilitation status of the sex offender.
- (8) Remorse of sex offender.
- (9) Duration of time since sex offender's incarceration.
- (10) Support network of sex offender.
- (11) Relationship of offender and victim(s).

(12) Presence or use of force in offense(s).

(13) Adherence to terms of probation or parole.

(14) Proposals for safety assurances of sex offender.

(15) Conditions to be placed on the exemption.

(d) The Appeals Board shall decide by majority vote whether to grant or deny an exemption. An exemption may be unconditional or limited to a certain address, time, or subject to other reasonable conditions. The Appeals Board's decision shall be final for purposes of any appeal. A written copy of the decision shall be provided to the sex offender and the police department.

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

Section 3. Effective Date. This ordinance becomes effective upon passage and publication as required by law.

Mayor, City of Blair

ATTEST:

City Clerk/Deputy City Clerk

DATE PASSED:

DATE PUBLISHED:

ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
County of Trempealeau)

Personally came before me this ____ day of _____, 2025, the above-named **John Rawson** and **Debi Fremstad**, to me known to be the Mayor and City Clerk of the City of Blair, Trempealeau County, Wisconsin respectively, and to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public - State of Wisconsin
My commission expires _____.

Residential Restriction Map – 1,500 Feet

