

City of Black River Falls  
**COMMON COUNCIL – AGENDA**

Tuesday – July 7, 2026 – 6:00 PM  
City Hall – 101 S. Second Street, Black River Falls, WI

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**Join Zoom Meeting:**

<https://us02web.zoom.us/j/86241711746?pwd=3j1mdQUH6aHx285zblkyh27Na3byaM.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 June 17, 2026 Special Common Council Meeting – Action
5. Citizens in Attendance
6. Committee Reports:
  - a. Utility Commission June 29, 2026
7. 2025 Audited Financial Statements presented to Council
8. Housing Market Study proposals – Action
9. Make My Move Product & Service Agreement for pilot program – Action
10. Application for a Temporary Alcohol Beverage License from the Jackson County Ag Society for Wes Fest Fundraiser July 18<sup>th</sup> at 1400 Tyler Street Upper Shelter – Action
11. **ORDINANCE 905** – An ordinance repealing and recreating Sections 17.24(3)(a)(4), 17.24(3)(a)(6), and 17.24(3)(b)(2)(c) of the Code of Ordinances regarding Well Head Protection – 2<sup>nd</sup> Reading / Action
12. Meetings: Committee of the Whole **Wednesday, July 15, 2026 6:00 PM**
13. Adjourn

Posted: July 2, 2026

The Common Council met in special session at City Hall in the City of Black River Falls on June 17, 2026 at 6:00 P.M. Alderpersons Dougherty, Gearing-Lancaster, Wussow, Ammann and Peloquin were present. Alderperson E. Rave attended remotely via Zoom meetings. Alderpersons M. Rave and Busse were excused. Mayor J. Eddy presided.

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It was moved by Alderperson Gearing-Lancaster, seconded by Alderperson Peloquin to dispense with the reading of the minutes of the June 2, 2026 Common Council meeting and approve as presented. Motion carried.

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#### **CITIZENS IN ATTENDANCE**

There was one citizen in attendance remotely via Zoom meetings.

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#### **COMMITTEE REPORTS**

It was moved by Alderperson Dougherty, seconded by Alderperson Gearing-Lancaster to approve the minutes of the June 4, 2026 Business Improvement District (BID) Board meeting. Motion carried.

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It was moved by Alderperson Wussow, seconded by Alderperson Dougherty to approve the minutes of the June 9, 2026 Joint Review Board meeting. Motion carried.

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There was a lengthy discussion on reducing the speed limit on Main Street in the downtown business district. The City Administrator shared information obtained from the WI Department of Transportation which indicated the local government body has the authority to raise or lower the speed limit within statutorily established parameters of 15mph to 55mp without WisDOT approval, but a speed study would need to be done before the speed limit could be changed to document it and make it enforceable. Council members and the City Administrator shared their positions which included 25mph is slow enough and already hard enough to enforce, would rather spend money on another speed radar sign to be placed on the hill for eastbound traffic, they've witnessed traffic traveling 15-20mph already and so you already have safety conscious drivers and drive a little slower anyway and others will choose to speed regardless of the set speed limit, the potential of backlog of vehicles with fewer being able to get through the stop light if they were traveling slower, liked the idea of reducing the speed limit but the cost of a study is concerning, based on experience in smaller towns that have lower speed limits seemed more dangerous as you have more people J-walking because traffic is moving slower and they feel safer, drivers and pedestrians both bear some responsibility in safe pedestrian crossings and using designated crosswalks, we have portable yield to pedestrian signs in the middle of the street, and if someone is concerned about safely crossing they have the option to walk to the stoplight push the button and cross with a pedestrian crossing light at a controlled intersection. The City Administrator also shared a concern raised by another resident who recommended extending a 25 mph speed zone past the Lunda Community Center and the pedestrian crosswalk near there. There was consensus to explore placing a speed radar sign on Main Street and placing a portable yield to pedestrian crosswalk signs in the crosswalks on N Water Street near River Street and Jefferson Street.

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There was discussion on posting regulations for e-bikes, e-scooters, and similar devices on the Foundation Trail and downtown sidewalks. There was consensus there were too many regulations to get on a sign for downtown and have it be effective so we should not post any signs at this time, and we should explore painting the 15 mph speed limit on the pavement at each access point to the Foundation Trail.

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It was moved by Alderperson Peloquin, seconded by Alderperson Gearing-Lancaster to approve the purchase of up to three (3) Historic Downtown District signs with custom octagonal posts at a cost not to exceed \$7,500 using funds from TID #6. Motion carried.

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The Department Head monthly reports were reviewed. Department heads present were Mark Nordahl, Darryl Nelson, Jarod Mayer, Travis Brown, and Brad Chown. Cara Hart was excused.

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1. The Parks & Recreation Director advised the tube slide pipe repair at the Aquatic Center cost \$7,300 and we received funds from the Hoffman Aquatic Center Maintenance Fund that the Black River Falls Area Foundation oversees. He also advised donations for Festival in the Park came in at just under \$20,000 so the community continues to back that event. At the last Black River Youth Softball & Baseball Association meeting they discussed making Marks Field a no smoking area so that will be brought forward as an action item at next month's meeting.

2. The Library conversion to solar went well. The City Administrator commended the Fire Department for providing a canopy for the lineman to use to complete the work in the rain.
3. The Fire Chief advised correction to his report that account balances were as of June 10<sup>th</sup>. He also advised Jessica Osgood, one of our full-time EMT's, has passed her paramedic test so we will soon have three full-time paramedics, which will be great for us and the surrounding communities we serve!
4. The Street Superintendent advised curb & gutter has been installed on N 8<sup>th</sup> Street, Chippewa needs to come back to spray sealer because they got rained on during installation, Street Dept has about 1,500 feet of restoration to do, and hope to have the street open to traffic as soon as that is complete.

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It was moved by Alderperson Ammann, seconded by Alderperson Peloquin to approve the applications for renewal of Class A, B, and C Beer, Wine, Liquor, and Wholesale Retailer Licenses for 2026-2027. Motion carried.

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**ORDINANCE 905** – an ordinance repealing and recreating Sections 17.24(3)(a)(4), 17.24(3)(a)(6), and 17.24(3)(b)(2)(c) of the Code of Ordinances regarding Well Head Protection was presented with 1<sup>st</sup> reading.

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It was moved by Alderperson Dougherty, seconded by Alderperson Wussow to approve the vouchers for May 2026 Check #76990 - #77094 totaling \$571,813.54. Motion carried.

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It was moved by Alderperson Gearing-Lancaster, seconded by Alderperson E. Rave to approve the City Treasurer's Report for May 2026. Motion carried.

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It was moved by Alderperson Wussow, seconded by Alderperson Gearing-Lancaster to approve the Revenue & Expense Report for May 2026. Motion carried.

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It was moved by Alderperson Peloquin, seconded by Alderperson Dougherty to adjourn. Motion carried at 6:54pm.

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A. Brad Chown  
City Administrator

BLACK RIVER FALLS UTILITY COMMISSION MEETING MINUTES

June 29, 2026

Utility Commission President John Lund called a meeting of the Black River Falls Municipal Utility Commission to order on June 29, 2026 at 3:29 p.m. in the Utility Conference Room at 349 South McKinley Street. Commissioners in attendance were Jeff Amo, Jay Eddy, and Don Mathews. Commissioner Justin Dougherty joined the meeting via telephone. Also present were General Manager Casey Engebretson, Amanda Mboga (Baker Tilly), and Garrett Aleckson (Banner Journal).

A motion was made by Commissioner Amo and seconded by Commissioner Eddy to approve the minutes from the May 18<sup>th</sup>, 2026 regular meeting.

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

The Commission reviewed the May vouchers.

A motion was made by Commissioner Mathews and seconded by Commissioner Amo to approve the accounts payable vouchers; CK #43802 – 43863 and EP #101023 - 101029 – Totaling \$972,519.74.

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

Amanda Mgoba, Baker Tilly Senior Audit Manager, presented a report to the Commission regarding the 2025 audit. The Commissioners discussed the findings and asked questions.

The Commission reviewed the May 2026 arrears.

Casey Engebretson presented a proposal from SEH to complete a comprehensive water system study. The proposal was in the amount of \$37,000.

A motion was made by Commissioner Amo and seconded by Commissioner Mathews authorizing Casey Engebretson to execute the agreement to conduct the water system study.

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

The Commission reviewed the Utility's response to the 2026 WDNR Water System Sanitary Survey. There were no deficiencies or significant deficiencies identified. Eight (8) recommendations and (2) non-conforming features were reported. Casey Engebretson commended Jeff Bauer and David Gjerseth on the job they are doing operating the water system.

Casey Engebretson presented Compliance Maintenance Resolution 2026-2 to the Commission. A resolution from the governing body is required annually as part of the annual report for the WWTP. The Resolution contained a statement from the governing body regarding the phosphorus section of the report, as a result of the lower grade received due to phosphorus non-compliance issues in January-March of 2025, caused primarily by equipment issues.

A motion was made by Commissioner Eddy and seconded by Commissioner Dougherty to approve the Compliance Maintenance Annual Report Resolution 2026-2.

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

BRFMU IS AN EQUAL OPPORTUNITY PROVIDER

Casey Engebretson provided an update on the capital purchases and maintenance projects in 2026, along with the cost and status of each.

Casey Engebretson provided a summary of hydro production for 2025 and YTD 2026. The summary included hydro kWhs generated, time-of-day rates, total avoided costs, and percent of total BRFMU system energy generated vs. purchased. Casey reminded the Commission that all energy generated from the hydros goes directly into BRFMU's distribution system to be utilized by customers. This results in BRFMU purchasing less power from WPPI. The purchased power cost savings are known as avoided costs.

Casey Engebretson provided a monthly electric bill cost comparison to the Commission. The comparison was provided by WPPI's rates staff and compared average monthly bills of BRFMU residential, general service, small power, and large power customers to those of Wisconsin's five (5) Independently Owned Utilities (IOUs). BRFMU's monthly residential electric bills ranged from 13-45% below all five (5) of the IOUs. BRFMU's large power customer monthly bills ranged from 5-16% higher than three (3) of the IOUs and 12-19% lower than the other two (2) IOUs.

Casey Engebretson stated that WPPI Energy has initiated the process of asking members to extend the all-requirements power supply contracts. WPPI was formed in 1980, with the City of B.R. Falls as one of its original members. The last contract extension was in 2015. The extension extended the contract term 18 years to 2055. Revenues from member contracts are pledged to secure bonds issued to finance ownership of generating units and transmission assets, and procure favorable long-term purchased power agreements, in an effort to serve members with stable and competitive rates. Many of these commitments are 30 years or more, which is beyond the current member contract term. Members are being asked to extend the contracts another 18 years to 2073. Casey reiterated the value BRFMU receives from being a member-owner of WPPI, both with a stable, diverse, and affordable power supply portfolio, as well as the many service offerings utilized by the utility at a substantial savings, as a result of the economies of scale with shared costs across the membership. The Utility Commission will consider a resolution at the July 27<sup>th</sup> meeting to recommend approval of the contract extension to the City Council. The City Council will consider the extension approval at its August 4<sup>th</sup> meeting. Additionally, the City Attorney must provide a legal opinion stating that the contract amendment was duly approved and executed and is enforceable. Casey will provide both resolutions and the legal opinion to the respective bodies/parties beforehand.

Next Meeting: July 27, 2026 @ 3:30 p.m.

A motion was made by Commissioner Mathews and seconded by Commissioner Eddy to adjourn the meeting at 4:33 p.m.

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

Casey Engebretson, General Manager  
comm.mtg.minutes.6.29.2026

City of Black River Falls  
**PROPOSALS RECEIVED**

Department: City of Black River Falls

Project Title: Housing Market Study 2026

Project Description/Location: N/A

Proposal Submission Deadline: June 12, 2026

Proposer Name:	<u>Vierbicher Associates, Inc.</u>
Proposer Address:	<u>201 E. Main Street, Suite 100, Reedsburg, WI 53959</u>
Proposer Phone:	<u>608-524-6468</u>
Proposer E-Mail:	<u><a href="mailto:akur@vierbicher.com">akur@vierbicher.com</a></u>
Project Cost Amount:	\$ <u>37,200.00</u>

Proposer Name:	<u>MSA Professional Services, Inc.</u>
Proposer Address:	<u>1702 Pankratz Street, Madison, WI 53704</u>
Proposer Phone:	<u>608-242-6621</u>
Proposer E-Mail:	<u><a href="mailto:stremlett@msa-ps.com">stremlett@msa-ps.com</a></u>
Project Cost Amount:	\$ <u>40,000.00</u>



**vierbicher**  
advisors / engineers / surveyors

201 E. Main St | Suite 100 | Reedsburg, Wisconsin 53959  
Phone: 608-524-6468 | Fax: 608-524-8218 | vierbicher.com

May 22, 2026

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

Re: Agreement to Provide Planning Consulting Services

Dear Brad,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Planning Services to City of Black River Falls (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

## **I. PROJECT UNDERSTANDING**

The City of Black River Falls completed a Housing Market Study in 2017 and an amendment in 2018. The City partnered with the UW Madison UniverCity program to generate an housing report in 2025.

The City is seeking a comprehensive Housing Market Study to define current market conditions in the City of Black Falls and provide a basis for formulating specific housing priorities, policy options, developer recruitment, intervention strategies, and resource allocation.

## **II. SCOPE OF SERVICES**

### **A. General**

1. Consultant shall collaborate with Client staff to prepare a housing study and needs assessment within the City of Black River Falls. The general roles of the Client and Consultant shall be as follows:
  - a) Client
    - 1) Meeting Coordination.
    - 2) Coordinate stakeholder interviews.
    - 3) Be the primary contact with all the stakeholders and communicate with them by providing updates and next steps in the process.
    - 4) Gather data and information as identified by the Consultant.
  - b) Consultant
    - 1) Facilitate meetings, present information at meetings, and conduct interviews.
    - 2) Work with the Client to determine materials and supplies needed for meetings; and provide materials as needed.

- 3) Work with the Client to determine a public participation plan, roles and responsibilities for implementation, and complete assigned activities.
- 4) Determine data needed for project, assign the Client with data gathering tasks as appropriate, undertake other data collection as needed.
- 5) Conduct Housing Market Analysis as outlined in the Assessment section.
- 6) Summarize the findings during the assessment phase to determine the future housing needs.
- 7) Undertake Strategy Development by converting the findings into strategies followed by the creation of an implementation matrix.
- 8) Create a final report that incorporates the implementation matrix.

## **B. Specific Services Provided by Consultant**

Following is a detailed summary of the scope and process for completing the housing study and needs assessment. Specific tasks will be completed following the above roles.

### **1. Engagement**

- a) Kick-off Meeting – Consultant and the Client will meet to develop and define goals, a public participation plan, schedule, milestones, and deliverables for the project.
- b) Review Existing Plans – Consultant will review existing documents and information collected by the Client relevant to zoning codes, development plans, Tax Increment Districts, and incentives that may impact housing and economic development.
- c) Community Housing Survey – Consultant shall coordinate the creation of a Community Housing Survey with City Staff to obtain feedback from City residents and community stakeholders related to housing perceptions, experiences, needs, and concerns. The survey platform utilized by Vierbicher provides for a variety of question formats and integrates mapping and multimedia content to engage survey participants 24/7 during the survey period.
- d) Stakeholder Interviews – Conduct surveys and virtual interviews with stakeholders impacted by the housing market. Categories of participants to consider include employers, rental property owners, tenants, homeowners, lenders, realtors/brokers, builders, non-profits, and social welfare organizations.
  - 1) Prepare a summary of stakeholder interviews.
  - 2) Results will guide the creation of the recommended actions.
- e) Open House - Hold a public open house once the assessment phase is completed. This will allow the project team to present its findings to the City and the public.
- f) Draft Study Review Meeting - Review the results of the public survey, stakeholder interviews, and data analysis. This will include a draft copy of the Housing Study and Needs Assessment.

- g) Strategy and Implementation Meeting - Review the draft strategies and the implementation plan, and recommend corrections before the final recommendation for approval.

## 2. **Assessment**

The assessment phase will review existing plans, collect data, and research sales, rentals, demand, and nearby competition from information gathered within the City of Black River Falls boundaries. The purpose of the assessment is to understand the needs of the City and region.

- a) Demographic Profile – Consultant will produce a demographic profile based on the school district boundary that includes population, number of households, household characterization, workforce demographics, and other economic data. County, state, and community data should be included to draw comparisons and provide context. Our analysis of demographic, household, and economic data shall be used to determine the impact on housing strategies for the Client.
- b) Housing Market Analysis – Consultant shall analyze existing housing stock characteristics based on collected and available data on occupancy, vacancy, tenure, average property values and rents, unit type, and property age. Depending upon the data available from the Client and partners, an assessment shall also be made of single- and multi-family construction activity and trends by size, type, and price point.
- c) Rental Market Analysis – Consultant shall analyze the rental housing market using available data. This shall include an overview of the current inventory of rental housing units by type. This data shall determine the gap between current and future needs and the availability of for-rent housing stock.
- d) Existing Housing/Current Stock Potential – Based on stakeholder interviews, available GIS, and other data, we will carry out a community assessment of the existing housing stock and identify any locations for redevelopment.
- e) Current Demand and Supply – A summary of current housing market demand and supply shall be prepared to provide the amount of housing needed to meet current demand while maintaining a healthy vacancy rate.
- f) Affordability Analysis – Consultant shall access the Wisconsin MLS system to collect sale and listing data for the City of Black River Falls. The Consultant shall compile MLS, ACS, HUD, and US Census data into an affordability matrix.

## 3. **Strategy**

- a) Future Demand Projections – A summary of future housing market demands shall be created by the Consultant and shall take into account household income, which influences the decision to rent versus own and the type of housing preferred.
- b) Strategy Development – The project team will develop short- and long-term strategies to address each of the housing issues identified in the assessment phase for the Client. These may include alternatives that:

- 1) Identify key housing issues.
- 2) Identify strategies to help streamline the development process.
- 3) Identify strategies that support the development of specific housing types that are not currently in sufficient supply.
- 4) Encourage the development of housing options that support the preferences of desired demographics.
- 5) Analyze and anticipate generational housing preferences and contrast that with regional and national reports.
- 6) Identify specific long-term strategies to match housing demand with appropriate supply.
- 7) Identify strategies for reducing housing development costs and housing purchase costs including public funding programs and cost reduction strategies.
- 8) Identify target performance measurements, benchmarks, and milestones for strategic housing initiatives resulting from the planning process.

#### 4. **Implementation**

- a) Create Final Report – The final document will include the data gathered and identified throughout the process, including the summary from the Assessment Phase. It will be broken down by unit of government and then summarized for the entire district. A clear implementation plan and strategy will be the result.
- b) Implementation Matrix – Develop a set of strategies and initiatives to address housing issues and capitalize on identified opportunities. These will be detailed in an implementation matrix.
  - 1) The matrix will identify responsible parties, timing, and suitable financing vehicles for each action item.
  - 2) The implementation matrix will also consider existing efforts and resources available through the various communities and local partners.

#### C. **Additional Services if Requested by Client**

If requested by Client, Consultant is prepared to provide the following additional services:

1. Additional Meetings
2. Tax Increment District Assessment
3. Development/Redevelopment Site Concept, Design and Financial Analysis

NOTE: These services are not part of this Agreement. A separate Agreement or Amendment to this Agreement will be necessary to formally contract for this work.

### III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Agreement" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

- A. Cost estimates for specific housing improvement measures.
- B. Services related to implementation of projects including administration, financing, development agreements, design, permitting, and other related implementation activities.
- C. Consultant will not enter any properties to conduct physical inspection of property conditions.

### IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. The Client will work with the Consultant to develop an appropriate Housing Study and Needs Assessment.
- B. The Client will coordinate meetings with the Consultant by:
  - 1. Securing meeting locations.
  - 2. Providing meeting supplies, such as flip charts, pens, dry erase markers, sharpies, and post-its.
  - 3. Determine who the meeting attendees will be and be the point of contact for meeting attendees and deliver invitations.
  - 4. Provide meeting information to attendees prior to the meeting.
  - 5. Create meeting minutes & follow-up assignment lists resulting from the meetings.
- C. The Client will suggest names for stakeholder interviews and make initial contact. The Client will then coordinate stakeholder interviews by:
  - 1. Identifying key stakeholders.
  - 2. Scheduling Interviews.
- D. The Client will communicate with the coalition, communities, and other stakeholders regarding the plans developed jointly with the Consultant and provide updates and next steps in the process.
- E. The Client will gather data and information as identified by the Consultant. This includes:
  - 1. Provide previous housing studies, comprehensive plan and other planning documents related to housing (i.e. neighborhood plans).
  - 2. Provide data such as building permits, assessor's data, utility maps and current capital improvements plan.
  - 3. Talk with realtors, bankers, developers, school district officials to learn about housing related projects / issues in the area.
- F. The Client will provide an appropriate logo and any document design requirements to be consistent with any desired branding.
- G. The Client will provide GIS shapefiles or GIS databases as needed.

**V. SCHEDULE**

**A. This Agreement is based upon the following anticipated schedule:**

Activity	Date
1. Review Scope of Services and Approval of the Agreement .....	July 2026
2. Kick-off Meeting .....	July 15, 2026
3. Gather, Summarize and Analyze Data .....	July 15 - Aug 15, 2026
4. Community Surve .....	August 2026
5. Review Existing Plans.....	July – August 2026
6. Interview Stakeholders.....	August 2026
7. Prepare Housing Market Analysis .....	September 2026
8. Develop Future Projections .....	September 2026
9. Public Open House .....	October 2026
10. Strategy Development .....	October 2026
11. Draft Study Review Meeting (Virtual).....	November 2026
12. Implementation Plan Development .....	November 2026
13. Implementation Matrix .....	December 2027
14. Strategy and Implementation Meeting (Virtual) .....	January 2026
15. Final Report .....	February 2027
16. Public Presentation of the Report .....	February 2027

**VI. SCHEDULE OF DELIVERABLES**

The following deliverables shall be provided to the Client throughout the course of the project:

- A.** Access to Vierbicher's Community Engagement Portal
- B.** Community Survey
- C.** Draft Housing Study and Needs Assessment, including implementation matrix.
- D.** Final Housing Study and Needs Assessment, including implementation matrix.

**VII. DESIGNATION OF RESPONSIBLE PARTIES**

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Andrew R Kurtz, Project Manager. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Andy.

The Client designates Brad Chown as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

**VIII. FEES**

**A. The Fixed Fee to provide the scope of services described herein is:**

1. Engagement.....	\$14,900
2. Meetings.....	\$3,700
3. Data Collection .....	\$3,800
4. Mapping.....	\$3,600
5. Document Drafting .....	\$11,200
<b>Total .....</b>	<b>\$37,200</b>



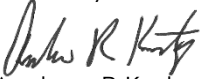
- B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- C. Reimbursable expenses are included in the above stated fees.

**IX. GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,

  
 Andrew R Kurtz  
 Project Manager

Enclosure: General Terms and Conditions

**AUTHORIZATION TO PROCEED**

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

\_\_\_\_\_  
 Brad Chown  
 City of Black River Falls  
 101 South Second Street  
 Black River Falls, WI 54615

\_\_\_\_\_  
Date

Consultant

  
 \_\_\_\_\_  
 Andrew R Kurtz  
 Vierbicher Associates, Inc.  
 201 E. Main Street, Suite 100  
 Reedsburg, WI 53959

\_\_\_\_\_  
May 22, 2026  
Date

© Vierbicher Associates, Inc.



**VIERBICHER ASSOCIATES, INC. (CONSULTANT)  
GENERAL TERMS AND CONDITIONS OF SERVICES**

**1. Services Not Provided as Part of This Agreement**

Environmental studies, resident construction observation services, archaeological investigations, soil borings, geotechnical investigations, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

**2. Hazardous Environmental Conditions**

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

**3. Additional Services**

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

**4. Client's Responsibility**

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.
- J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

**5. Additional General Considerations (for projects involving construction)**

- A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

## 6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

## 7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

## 8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

## 9. Insurance

### A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

### B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

### C. Contractor

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

## 10. Limitations of Liability/Indemnity

### A. Definitions:

- 1) Contract Administration. Contract Administration includes services related to construction as outlined in the Agreement. These services may include Construction Staking, Construction Observation, and/or Administration of the Construction Contract between the Owner and Contractor.
- 2) Construction Documents. Documents (plans, and/or specifications) conveying a design intent, used by a qualified, capable Contractor for construction of a project.

### B. Limitation of Liability

In recognition of the relative risks, rewards and benefits of different types of projects to both the Client and Consultant, the risks have been allocated such that the Client agrees to the following depending upon the services outlined in the Agreement.

- 1) For Agreements that include Contract Administration or the development of construction documents with Contract Administration:  

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the available limits of Consultant's professional liability insurance policy. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.
- 2) For Agreements that include the development of construction documents but do not include Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of five times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

- 3) For Agreements that do not include the development of construction documents or Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of two times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

- C. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
- D. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

#### 11. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

#### 12. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain all ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from

all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

#### 13. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

#### 14. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

#### 15. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

#### 16. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

#### 17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

#### 18. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

**19. No Express or Implied Warranty**

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

**20. Damages Waiver**

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

**21. Standard of Care**

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

**22. Termination**

The obligation to provide further services under this Agreement may be terminated:

**A. For Cause**

- 1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
- 2) By Consultant
  - a) Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
  - b) Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
  - c) Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

**B. To Discontinue Project**

By Client effective upon the receipt of notice by Consultant.

**C. Reimbursement for Services**

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

**23. Force Majeure/Project Schedule**

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. . In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a

result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

**24. Successors, Assigns and Beneficiaries**

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

**25. Municipal Financial Advisor Services**

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

**26. Controlling Laws**

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

**27. Entire Agreement**

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

**28. Authority**

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.



## PROPOSAL TO PROVIDE HOUSING MARKET STUDY

City of Black River Falls, WI  
June 12, 2026

**WE BELIEVE:**

Diverse housing options are essential to healthy, thriving neighborhoods, and we believe that local government plays an important role in planning for and guiding investment.

**WE CAN:**

Help you understand your market, offer realistic options for local action to meet change in demand, and facilitate discussions on policy and implementation options in your community.

Proposal to Provide:  
**Black River Falls, WI  
HOUSING  
MARKET STUDY**

June 12, 2026  
**Brad Chown, City  
Administrator**  
City of Black River Falls  
101 S. Second Street,  
Black River Falls, WI 54615

**Steve Tremlett**  
MSA Professional  
Services, Inc.  
1702 Pankratz Street  
Madison, WI 53704  
(608) 242-6621

**Dear Mr. Chown:**

We understand that the City of Black River Falls is looking to complete a housing market study to inform community housing actions. You're looking for a team that understands how housing markets are connected to all aspects of life in a community and has experience in developing the strategies needed to address housing gaps and needs. **MSA is that team!**

Through our work on the Retail Market Strategic Plan, we know the City faces a variety of challenges related to housing: need for improved upper floor housing in the downtown, potential need for temporary housing (supporting hospital staff), a deficit of affordable market rate units and need for more senior housing units. From our perspective, the information provided in the previous housing analyses provide the foundation for this study. We will use our existing knowledge to dive deeper into the dynamics at play in the City's housing market.

At MSA, we know that each housing market is unique and strategies and best practices to address gaps are never one-size-fits-all. Our team is deeply experienced in housing planning — we have helped communities of all sizes answer questions on the needs of their market. Our proven process evaluates market conditions to quantify unit demand, setting you up to address gaps that the market isn't filling on its own — and our process will prepare you to move forward confidently in building consensus around measurable solutions.

MSA can find and clearly explain market complexities to help you answer the following:

- **What unmet housing demands exists in the City today?**
- **How will current market demand evolve over the next 5-10 years?**
- **What policies and programs are viable to make a meaningful impact on the market?**

As committed partners, we work with you to solicit a full range of local perspectives. We use this first-hand knowledge to complement our data expertise, taking to heart that those in the housing market are the ones that know it best. As planners, we do more than just identify gaps. We identify options. We believe in community and are skilled in communicating needs to decision makers who take the steps to move communities forward. Whether looking at unique funding options or building capacity toward local program implementation, we're ready to address future options and how you can accomplish them. **In submitting this proposal, we affirm our ability to complete the required work within the schedule outlined in the RFP.**

We'd be happy to answer any questions or provide more information on our professional capacities and are ready to start a conversation at any time. We're looking forward to it.

Sincerely,  
MSA Professional Services, Inc.



Stephen Tremlett, AICP, CNU-A | Principal in Charge  
stremlett@msa-ps.com  
(608) 242-6621



Emily Soderberg | Project Manager  
esoderberg@msa-ps.com  
(608) 579-9909

## **MSA PROFESSIONAL SERVICES, INC.**

1702 PANKRATZ STREET, MADISON, WI 53704

Contact: Stephen Tremlett

Phone: (608) 242-6621

Email: [stremlett@msa-ps.com](mailto:stremlett@msa-ps.com)

Website: [www.msa-ps.com](http://www.msa-ps.com)



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## **OUR PURPOSE:**

ENABLING PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.  
IN EVERY PROJECT. IN EVERY PLAN.

## WHO WE ARE

MSA Professional Services, Inc. (MSA) specializes in the sustainable development of communities. We achieve this by building honest, open relationships that go beyond the project to become a trusted source of expertise and support for immediate challenges and long-term goals. Big or small, we do whatever it takes to meet each need, working to make communities stronger in the process. **It's more than a project. It's a commitment.**

## HISTORY

MSA's roots reach back to 1919. Incorporated in 1962, our firm now consists of 400+ engineers, architects, planners, funding experts, surveyors, GIS experts and environmental scientists. MSA excels at helping clients identify grant and funding sources and then delivering high-quality, cost-effective solutions.

## OWNERSHIP

Our professionals think like owners because they are owners. When you partner with MSA, your team will be comprised of individuals who are invested in your success and committed to a high standard of performance. We're proud to be 100% employee owned.

## TEAM

Our 400+ planners, landscape architects, engineers, architects, surveyors, funding specialists, and environmental professionals are dedicated to your success. While you know the faces behind your projects, we are a team that works as one to support our clients. When you work with MSA, you're not just working with individuals—you're working with all of us.

## RECOGNITION

Since 2017, we've been recognized throughout the Midwest with more than 33 industry awards. And, we're just getting started. When you partner with MSA you know you're in good hands.

## POSITIVE IMPACT

Finding funding for projects is what we do. We know projects and plans are no good to you if they don't work toward implementation. We get creative. And, it's led to securing over \$625+ million in grants and low-interest loans to offset costs for our partner communities.

## CLIENT EXPERIENCE

The pillar of our success is seeing our clients succeed. The graphic below shows the percentage of clients who say MSA met or exceeded their expectations based on the following categories.

98%  
ACCURACY



96%  
HELPFULNESS



99%  
QUALITY



98%  
RESPONSIVENESS



98%  
SCHEDULE



97%  
SCOPE & FEES





## PLANNING + DESIGN STUDIO

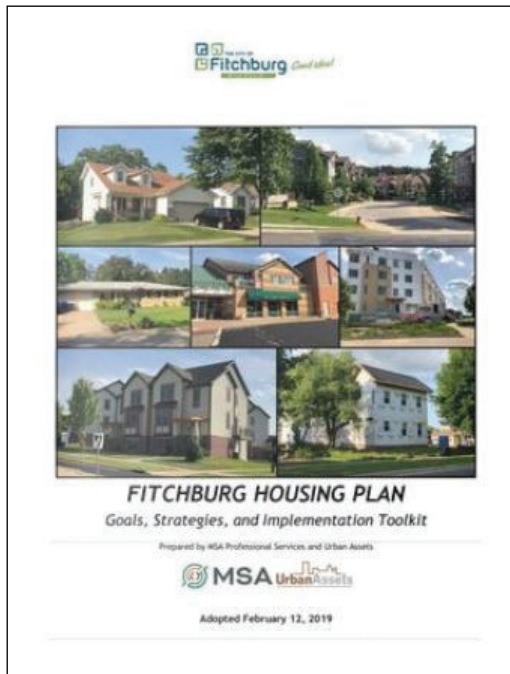
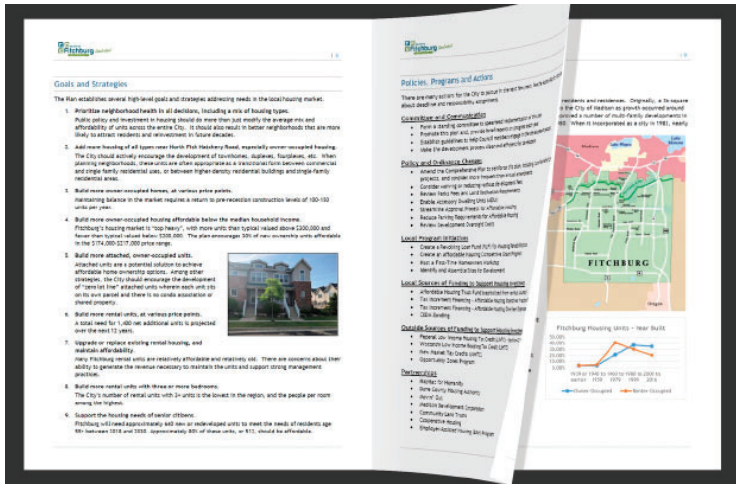
MSA's Planning + Design Studio is our team of dedicated planning experts. At MSA, we know that every project starts with a plan – a clear and consensus-driven vision for the future that can be realistically implemented. **Here is a list of just some of the housing studies and plans we have worked on:**

- Shawano County, WI
- City of Arcadia, WI
- City of Beloit, WI
- City of Central City, IA
- City of Eau Claire, WI
- City of Fitchburg, WI
- City of Green Bay, WI
- City of Janesville, WI
- City of La Crosse, WI
- City of Manitowoc, WI
- City of Menasha, WI
- City of Monticello, MN
- City of New Richmond, WI
- City of Newton, IA
- City of Park Falls, WI
- City of Marshfield, WI
- City of Monona, WI
- City of Rapid City, SD
- City of Rhinelander, WI
- City of Sheboygan, WI
- City of Springville, IA
- City of Stevens Point, WI
- Village of Grantsburg, WI
- Village of Lake Delton, WI
- Village of McFarland, WI

### CORE SERVICES

Below is a sample of the services that MSA's Planning + Design Studio can offer.

- Capital Improvement and Strategic Plans
- Comprehensive Plans
- Zoning: Ordinance Creation, Code Rewrites, Development Regulations and Zoning Administration
- Community Blight Studies
- Cooperative Boundary Agreements
- Economic Development: Market Analysis, Tax Increment Financing, Feasibility Studies
- Funding: Grant Writing, Grant Administration, Fundraising
- **Housing Studies: Analysis of Impediments to Fair Housing, Market Analysis**
- Impact Fee Studies
- Landscape Architecture
- Park and Recreation Planning: Park Master Plans, Comprehensive Outdoor Recreation Plans, ADA Studies
- Public Engagement
- Redevelopment Studies: Downtown, Neighborhood, Corridor, and Site Planning
- Transportation Planning: Bicycle + Pedestrian Plans, Safe Routes to Schools Plans, Access Management Studies
- Urban Design: Wayfinding, Streetscaping, and Design Standards



# HOUSING STUDY

## FITCHBURG, WI

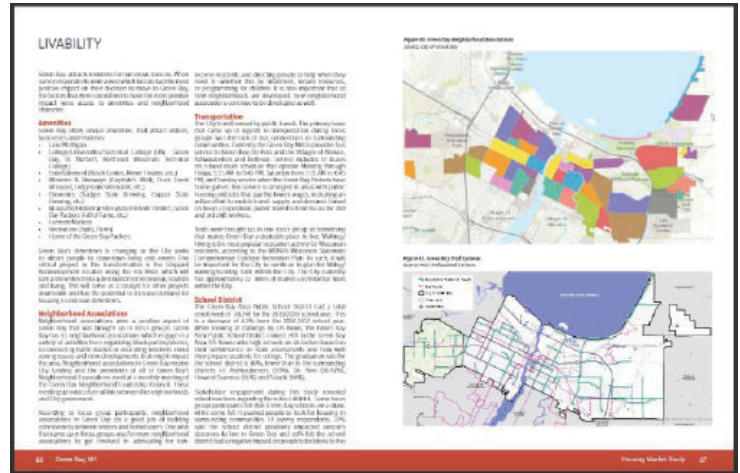
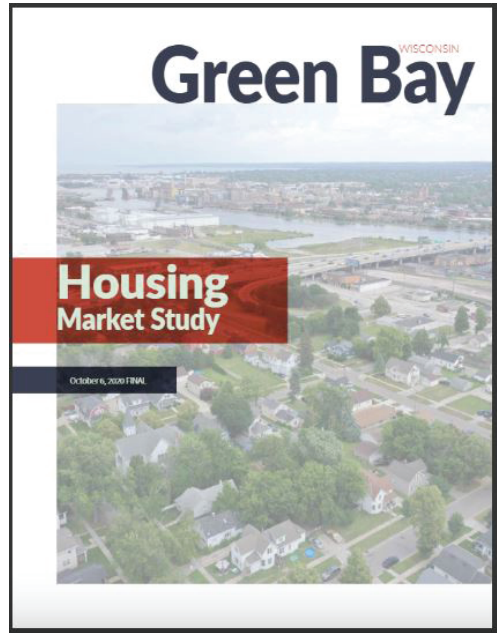
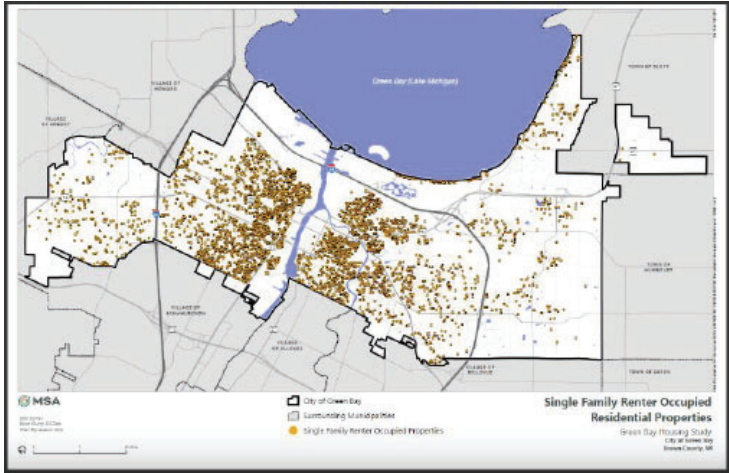
The City of Fitchburg hired MSA to create a playbook for guiding housing investment in Fitchburg. The City of Fitchburg grew dramatically in the 1960s and 1970s while approving multifamily, rental housing development. In the 1980s, local housing and neighborhood development focused primarily on single-family, owner-occupied detached housing. Today the City's housing market is equally split between owner-occupied and renter-occupied housing, and there are unusually large differences between owner households and renter households. Whereas rental units are older and relatively affordable within the Madison-area housing market, the City's average single-family home is more expensive than in most other communities in the region. Related to this, there is a large gap in the difference in household income between rental and owner households which reflects gaps in the housing market – there are too few

ownership units affordable to households earning less than the median income, and arguably too few rental units desirable to households earning above the median income.

Two critical ingredients to the success of the project were stakeholder engagement and fact-based discussions about housing. City staff assembled a Housing Advisory Task Force consisting of interested and knowledgeable residents and housing experts from the region with the intention of assembling a group of experts to identify housing gaps and strategies to fill those gaps. A centerpiece activity for this group was a workshop with developers who have experience getting various housing projects approved and constructed in the City. A second workshop was held with the Task Force and featured a group discussion about specific local housing needs and

strategies to meet those needs. Experts from nearby communities presented affordable housing initiatives in their respective communities.

The study itself identifies a series of changes that should occur in Fitchburg over the next 10-12 years to achieve a healthier housing market. These changes focus on critical gaps in the market that need to be filled. Implementing the plan will ensure the City has housing that enables people to transition into desirable new housing as life circumstances change without needing to leave the City. More people will be able to live closer to jobs in the City, and resident turnover will be lower.



## HOUSING STUDY

### GREEN BAY, WI

The City of Green Bay partnered with MSA to identify imbalances in its housing market and craft strategies to bring the market to equilibrium. The City is working with an aging housing stock and the corresponding cost advantages and quality concerns. At the same time, new construction had not yet rebounded to levels seen before the Great Recession. The City was particularly interested in strategies to bring more housing downtown to piggy-back on the momentum and enthusiasm of recent downtown redevelopment. Other issues explored in the plan included the impact of University of Wisconsin-Green Bay students living in off-campus rental housing and the housing needs of the aging population.

The plan identified gaps in the housing market by unit type, price point and location and suggested strategies to fill those gaps in terms of funding, regulations, communication initiatives and partnerships. Using data and the analysis from the plan to demonstrate concrete need, Green Bay is moving forward on implementation. The Common Council has adopted the plan, the topic of housing is a reoccurring agenda item for the City's

Redevelopment Authority (RDA), and the RDA is in the process of creating a stand-alone Housing Committee to oversee housing initiatives and guide implementation of the plan.

**In 2026, we updated the plan and provided an executive summary highlighting initiatives and action items that have been completed since the 2020 Market Study.**



## HOUSING STUDY

### SHEBOYGAN, WI

Sheboygan views affordable housing as a priority, not only to meet the needs of current residents, but also the needs of employers who are looking to attract talent to the area. The community's livability plays a critical role in a household's decision about where to live in terms of quality of school districts, options for entertainment and dining, park and recreation amenities, and of course, housing. If Sheboygan can strike the right balance between affordability and desirability in its housing market and provide amenities residents are looking for, it has a much higher likelihood of retaining residents and attracting new ones.

To fully understand the need for affordable renter- and owner-occupied housing (defined by HUD as housing that a household can obtain for 30% or less of its income) in Sheboygan, the City partnered with MSA to model the region to understand what affordable housing already exists and any deficiencies in the housing stock. Our study primarily analyzed the City, yet also looked at comparative data from surrounding communities and Sheboygan County.

The final study was delivered in traditional report form, and MSA also prepared a companion PowerPoint presentation summarizing the study findings for City staff, Common Council and the public.

Next steps for Sheboygan include assessing existing plots as areas of opportunity, to allow for multi-family buildings to be permitted in all districts, to form working groups and initiatives with the area's major employers and to facilitate funding through workforce housing funds, TIF extensions and neighborhood revitalization funds.

## ORGANIZATIONAL CHART

The team we have organized below includes experienced planners who bring an efficient blend of skills that will assist Black River Falls with the upcoming project. What you may not see, however, is that this team is backed by more than 480 planners, engineers, architects, technical service leads, funding experts, surveyors, GIS experts and environmental scientists. **Rest assured, you will always have the support necessary to achieve a successful project.** MSA does not anticipate using any subcontractors to deliver this project.

**PROJECT MANAGEMENT:** At MSA, our client service approach is simple: we strive to be our clients' trusted partner. We proactively communicate opportunities and identify potential issues early on so small concerns do not grow into big problems. To do this, you need a trusted planner who is well versed in managing a full range of projects and can effectively communicate back to all vested stakeholders. **Emily Soderberg is just that.** She believes that effective, efficient communication is critical to project success. Emily will work with you to establish a custom communication plan, tailored to the areas of opportunity and concern you find most important. **She will serve as the City's main point of contact throughout the project.**

**AVAILABILITY:** Based on our honest commitment to our clients, we immediately establish accountability of all personnel involved in a project's completion. When our team starts a project, we analyze the proposed schedule and compare it to each team member's potential workload. We then obtain commitments from all individuals on the project team to complete the work as identified within the proposed schedule. This approach helps to foster a team mentality and results in personal accountability of all team members involved.



**Stephen Tremlett, AICP, CNU-A**  
Principal in Charge



**Emily Soderberg, AICP**  
Project Manager



**Brian Wiedenfeld, AICP**  
Associate Planner



**Morgan Shapiro, AICP**  
Assistant Planner



**Sarah Morrison**  
GIS Analyst



# Stephen Tremlett, AICP, CNU-A

PRINCIPAL IN CHARGE | URBAN DESIGNER

With more than 15 years of consulting experience, Steve has taken on primary roles in downtown planning and design projects, commercial/residential development concept plans, bike/pedestrian plans, and the development of comprehensive plans and design standards. His architectural and planning background includes emphases in site planning, urban redevelopment, zoning administration and urban design using a variety of applications, including AutoCAD, Photoshop, InDesign, Illustrator, GIS, SketchUp, Lumion and Microsoft Office applications.

## EDUCATION

M.S., Architecture & Urban Planning  
University of Wisconsin-Milwaukee

B.S., Architecture  
University of Wisconsin-Milwaukee

## CERTIFICATIONS

American Institute of Certified Planners

## AFFILIATIONS

Congress of New Urbanism – Accredited  
American Planning Association

## AREAS OF EXPERTISE

- **Urban Design and Redevelopment**
- Comprehensive Planning
- Park Planning
- Streetscape Planning
- 3-D Modeling

## SELECTED PROJECT EXPERTISE

### Retail Market Strategic Plan, Black River Falls, WI

Managed and developed the plan in coordination with City staff. Facilitated interviews and focus groups. Analyzed corridors and districts for retail opportunities, and established recommendation and actions to increase retail marketability in the City.

### Village-Wide Housing Study and East Side Plan, McFarland, WI

Project manager for both the housing study and east side plan. Led the planning for the east side growth area from background analysis to neighborhood master plan and design standards and implementation strategy. Reviewed and edited the housing study.

### Additional Housing Studies/Assessments:

Fitchburg, WI; Green Bay, WI; Menasha, WI; Menomonie Falls, WI; Wausaukee, WI

### Economic Development Strategies:

Black River Falls, WI; LeRoy, IL; Casey, IL

### Industrial/Business Park:

Alliant Energy (Beaver Dam | Sheboygan properties); Fitchburg, WI; Prairie du Sac, WI; River Falls, WI; Sparta, WI; Whitewater, WI

### Private Development:

Cambridge, WI; DeForest, WI; Lodi, WI; Madison, WI; Merrimac, WI; Richfield, WI; Stoughton, WI; Sun Prairie, WI; Sussex, WI

### Neighborhood/Corridor Plans:

Cross Plains, WI; Holmen, WI; Middleton, WI; Fitchburg, WI; Rothschild, WI; Sun Prairie, WI; Verona, WI; Rock Island, IL

### Downtown Plans:

Over 20 communities across the Upper Midwest



## Emily Soderberg, AICP

### PROJECT MANAGER

*As Project Manager, Emily will be the main point of contact for the City and will oversee all work.*

Emily is an experienced project manager with a background in multiple areas of community planning. From housing studies to neighborhood plans to comprehensive outdoor recreation plans, Emily helps communities holistically address their planning needs. Emily has roughly six years of experience throughout the sustainability sector, with experience ranging from industrial compost management and rooftop farming to food systems research and solar energy system design. Emily is a recent graduate of the University of Michigan's Urban and Regional Planning Master's program where she concentrated in land use and environmental planning.

### EDUCATION

Master of Urban and Regional Planning, University of Michigan

B.S., Sustainable Built Environments, University of Arizona Honors College

### MEMBERSHIPS

American Society of Adaptation Professionals (ASAP)

American Planning Association-WI

### AREAS OF EXPERTISE

- **Zoning & Land Use**
- Rooftop Solar System Design
- Organic Waste Management Operations
- Sustainable Agriculture & Food Systems
- **Community Engagement**
- Research & Analysis

### SELECTED PROJECT EXPERTISE

- **Housing Study Update, Green Bay, WI**
- **Housing Study, Menasha, WI**
- **Housing Study Update, Monticello, MN**
- **Village-Wide Housing Study, McFarland, WI**

### Additional Project Experience

- Park and Open Space Plan, Madison, WI
- Sustainability Plan, Madison, WI
- Sustainability Plan, Waunakee, WI
- Comprehensive Plan & CORP, Menomonie Falls, WI
- Comprehensive Plan & CORP, Genoa City, WI
- Winnebago County CORP + Master Plan 2023-2028, (Project Manager), Oshkosh, WI
- Comp Plan Update and CORP (Project Manager, Supervisor), Dane, WI
- Comprehensive Plan, La Crosse, WI
- Sustainability Plan Development & Design (Project Manager), Madison, WI
- Parks Planning, La Crescent, MN
- Comprehensive Plan Update (Project Manager, Supervisor), Osceola, WI

- Village CORP Update (Project Manager), Belleville, WI
- Village CORP (Project Manager), Campbellsport, WI
- Village CORP (Project Manager), Deerfield, WI
- Osceola CORP (Project Manager), Wausau, WI
- Comprehensive Outdoor Recreation Plan (Project Manager), Fort Atkinson, WI
- CORP Update, Wisconsin Dells, WI
- CORP/Bike-Ped Update, Waunakee & Westport, WI
- CORP Update, Beaver Dam, WI
- Memorial Park Master Plan and CORP Update (Project Manager), Hillsboro, WI



## Brian Wiedenfeld, AICP

Associate Planner

Brian helps municipal leaders develop strong communities. Brian assists in comprehensive plan development, data analysis, community engagement strategies, and redevelopment studies. Additionally, he has experience with state-level governmental planning (Wisconsin DOT and Wisconsin Economic Development Corporation) and on-the-ground community work through various projects. He is passionate about helping communities be the best that they can be.

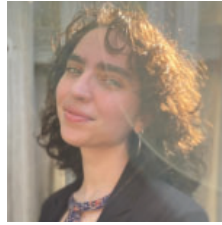
### Education

M.S., Urban and Regional Planning, University of Wisconsin-Madison

B.S., Agricultural and Applied Economics, University of Wisconsin-Madison

### Selected Project Experience

- Housing Study, Menasha, WI
- Housing Study Update, Green Bay, WI
- Housing Study Update, Monticello, MN
- Safety Action Plan, Sheboygan, WI
- Bike/Ped Plan & Safe Routes to School, Lannon, WI
- Comprehensive Plan, Deerfield, WI
- Comprehensive Plan & CORP, Menomonee Falls, WI
- Comprehensive Plan, Dane, WI
- Comprehensive Plan, Hortonville, WI
- Comprehensive Plan Update, Cambridge, WI
- Comprehensive Plan, Sharon, WI
- Comprehensive Plan, Deerfield, WI
- Comprehensive Plan Update, Somerset, WI
- Transportation Master Plan, Somerset, WI
- Downtown Plan, Juneau, WI



## Morgan Shapiro, AICP

Assistant Planner

Morgan is a recent addition to the Planning Team at MSA. In May 2023, Morgan graduated from UW-Milwaukee's Master of Urban Planning program, during which she served as the Long-Range Planning Intern for the City of Milwaukee's Planning Department, in addition to a graduate assistant position with UW-Milwaukee's Office of Sustainability. While with the City of Milwaukee, Morgan was an integral part of several major planning efforts, including the updated Downtown Plan and the City's Comprehensive Outdoor Recreation Plan. Morgan has a diverse range of experience in the long-range planning field, from economic development to city-wide food system planning, and is passionate about community resilience and sustainable development.

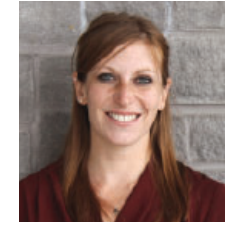
### Education

Master of Urban Planning, University of Wisconsin-Milwaukee

B.A., Geoscience, Studio Art, Lawrence University

### Selected Project Experience as Planning Intern

- Housing Study, Menasha, WI
- Housing Study Update, Green Bay, WI
- Housing Assessment, Wausaukee, WI
- Comprehensive Plans: Genoa City, WI; Berlin, WI; Deerfield, WI; Hortonville, WI; Osceola, WI; Suring, WI; Menomonee Falls, WI
- CORP Update, Hartford, WI
- POSP Update, Mequon, WI
- CORP Update, Stoughton, WI
- CORP and Master Plan, Winnebago County, WI
- Safe Streets and Roads for All Plan, Park Falls, WI
- Sustainability Plan, Madison, WI



## Sarah Morrison

GIS Analyst

Sarah's experience includes field collection and observation, GPS post-processing and assisting with design, plans, reports, maps, schedules and various documents. Sarah is also familiar with GIS and creating maps and exhibits for both internal and external clients. She also has experience coordinating with utilities and municipalities, assisting with public involvement meetings and discussing projects with both project staff, officials, and members of the public, completing wetland delineation field work and reports, Phase I and II reporting and inspections and NEPA reports.

### Education

B.S., Geography, University of Wisconsin-La Crosse

### Selected Project Experience

- Housing Affordability Studies and Plans – analyzed and displayed city, county, and assessor's data highlighting key issues on housing market conditions to supplement and inform municipal strategy and plans.
- Housing Study, Menasha, WI
- Housing Strategy, Central City, IA
- Housing Affordability Report, Beaver Dam, WI
- Housing Study, Green Bay, WI
- Housing Study and Needs Assessment, Manitowoc, WI
- Housing Needs and Market Demand Study, Monticello, MN
- Market Housing Study 2021, New Richmond, WA
- Housing Study & Needs Assessment, Park Falls, WI

## PROPOSED FEE

MSA can complete the project for \$40,000 based on the RFP scope with the clarifications/assumptions noted below. We welcome the opportunity to modify the scope to align with your preferred budget. Some potential price reduction strategies are noted below.

### Clarifications / Assumptions

- Remote interviews per the RFP. We assume eight (8) interviews.
- Kick-off meeting is in-person, while the two review meetings are remote.
- Presentation is in-person at Council.
- Website/Story Map is provided by MSA.
- Homelessness will not be reviewed/addressed.
- Assisted living, memory care, and other senior living arrangements will be reviewed/addressed.

### Price Reduction Options

- Hold the kick-off meeting remote. **Save \$725.**
- Reduce the number of interviews by MSA (City staff could hold additional interviews and provide us with a summary). **\$200 saving per interview reduction.**
- No consultant website/portal. We provide content to include on the City's website. **Save \$600.**
- Council presentation remote. **Save \$725**
- Remove review and addressing assisted living, memory care, and other senior living arrangements will be reviewed/addressed. **Save \$1,000.**

## Budget Hours & Fee Summary

TASK	HOURS	FEE
1. Engagement	94	\$13,589
2. Meetings	42	\$6,378
3. Data Collection	22	\$2,896
4. Mapping	11	\$830
5. Document Drafting	116	\$16,308
<b>Total</b>	<b>285</b>	<b>\$40,000</b>

**IT'S MORE THAN A PROJECT. IT'S A COMMITMENT.**

HOUSING MARKET STUDY | CITY OF BLACK RIVER FALLS | JUNE 12, 2026



[www.msa-ps.com](http://www.msa-ps.com)



## MakeMyMove Product and Services Agreement

This Product and Services Agreement (the "**Agreement**") is made and entered into by and between:

**TMAP, LLC, dba MakeMyMove**, an Indiana Limited Liability Company, with its principal place of business at 1003 E 38th St. Indianapolis, IN 46205 ("**MakeMyMove**"),

And the **city of Black River Falls**, with its principal place of operations at 101 S 2nd St, Black River Falls, WI 54615 ("**Client**").

### Summary

**MakeMyMove** is an economic development platform that helps communities grow by recruiting talented people and their families to relocate. Our tools and team make it easy for a community to grow its workforce & economy, one household at a time.

**The city of Black River Falls** is committed to building a great place to live, work and raise a family. They will provide the centralized oversight and applicant engagement needed to hit the campaign goal.

MakeMyMove will work with the city of Black River Falls ("**Client**") to develop and execute a talent recruitment strategy and promote Black River Falls on MakeMyMove to generate a pool of qualified applicants. MakeMyMove will conduct a 12 month program commencing on July 13, 2026 (the Commencement Date).

### Candidate Qualification Criteria

	<b>Job-Bringer</b>	<b>Job-Seeker</b>
<b>Description</b>	Household for which the primary worker is fully remote, makes the minimum income, and is able to continue working for the minimum duration.	Household for which the primary worker accepts a job with a local employer making the minimum income, and works for the minimum duration.
<b>Minimum Income</b>	\$55,000	\$55,000
<b>Move-from Boundary</b>	Outside of State of Wisconsin	Outside of State of Wisconsin
<b>Move-to Boundary</b>	City of Black River Falls	City of Black River Falls
<b>Required Duration</b>	1 Year	1 Year

Products and Services	What's Included?	Price
<b>12-Month *High-Volume **Platform Subscription and Talent Attraction Campaign</b>	<ol style="list-style-type: none"> <li>1. <b>Premium microsite on MakeMyMove.com</b> highlighting your relocation program and the people &amp; places that make Black River Falls special.</li> <li>2. <b>Promotion</b> of your regional content to a high-quality audience of move-ready talent across the MakeMyMove platform, online and via email &amp; digital channels.</li> <li>3. <b>Access to QuickApply</b>, the conversion-friendly, configurable and integrated application form.</li> <li>4. <b>Unlimited seats for Mover Recruitment Studio</b>, the purpose-built talent attraction tool. Key features include:               <ol style="list-style-type: none"> <li>4.1. A pipeline pre-qualified leads for your community with rich candidate data.</li> <li>4.2. CRM tools to manage the leads through the recruitment process.</li> <li>4.3. Recruitment &amp; retention playbooks to guide your program's activity.</li> <li>4.4. Message templates and workflow automation for ease-of-use.</li> <li>4.5. Integrated support to answer questions and shoulder the burden of care.</li> </ol> </li> <li>5. <b>Access to MakeMyMove's ROI Dashboard</b> for real-time monitoring of the economic impact and reach of your relocation program.</li> <li>6. <b>Marketing &amp; Communications:</b> Our team of consumer marketing experts will help you develop and deploy the right message to engage and convert your target audience. Services include:               <ol style="list-style-type: none"> <li>6.1. Provide advice to construct an effective program</li> <li>6.2. Develop unique positioning for your region's program including a memorable 'hook' to grab users' attention.</li> <li>6.3. Develop SEO-friendly content for your pages to help tell the story of your region.</li> <li>6.4. Identify newsworthy content and pitch it to media outlets to earn press for your program.</li> <li>6.5. Run digital ad campaigns to drive impressions to your content.</li> </ol> </li> <li>7. <b>Program Support:</b> Your dedicated Customer Success team will help you get your program running, and ensure that you have the data and know-how to recruit and retain people effectively. Services include:               <ol style="list-style-type: none"> <li>7.1. Ongoing management of pages on makemymove.com.</li> </ol> </li> </ol>	\$20,000

	<ul style="list-style-type: none"> <li>7.2. Monitoring and curation of locally generated content.</li> <li>7.3. Customized recruitment and retention playbooks, and advice</li> <li>7.4. from a team of recruitment experts on how to run your program most effectively.</li> <li>7.5. Performance monitoring, and analysis of data and trends.</li> <li>7.6. Regular update meetings and available customer support line.</li> <li>8. <b>Fulfillment:</b> Landing new recruits requires diligence and a welcoming spirit. Our team will support the effort with expert customer care and community activation. <ul style="list-style-type: none"> <li>8.1. The Mover Support Team will work with recruits to navigate the relocation process, answer questions, and connect them to relevant local resources.</li> <li>8.2. Verify candidate eligibility by confirming employment &amp; income, and conducting criminal background checks.</li> <li>8.3. Activate community members by identifying and training local volunteers to provide content and assist in the recruitment process.</li> </ul> </li> <li>9. <b>Economic Modeling:</b> Using IMPLAN, the industry standard input output model, we'll build economic impact reports to show the incremental output of the new residents and jobs your program attracts.</li> </ul>	
<b>Setup + Implementation Services</b>	<ul style="list-style-type: none"> <li>1. <b>Content Development:</b> We'll set up initial program and community pages on makemymove.com, and invite locals to contribute testimonials &amp; user generated content.</li> <li>2. <b>System Configuration:</b> We'll create an instance of the Mover Recruitment Studio to suit your needs, and ensure that each relevant team member has sufficient access, and understanding of the tools.</li> <li>3. <b>Onboarding and Training:</b> We'll conduct orientation meetings to ensure relevant stakeholders understand the process, and will hold training sessions to help members of the recruitment team understand their roles, and the tools available to make their job easier.</li> <li>4. <b>Program Development:</b> We'll provide ongoing consulting services to help develop and improve the relocation programming on offer.</li> </ul>	



## COMPENSATION & PAYMENT SCHEDULE

In consideration of the provision of the product and services, the city of Black River Falls shall pay MakeMyMove \$20,000. Client will make the total payment of \$20,000 on or before **Program State date TBD**.

## TERMS AND TERMINATION

The term of this agreement commences on **TBD**, The recurring portions will automatically renew on the 1-year anniversary of that date unless cancelled prior. Upon cancellation, the city of Black River Falls will retain access to the Mover Recruitment Studio and relevant applicant/lead data for up to 90 days to facilitate a successful transition.

Either party may cancel this agreement upon 90 days written notice to the other party at any time. Upon early termination by the Client, Client agrees to relieve MakeMyMove of the liability to fulfill the remainder of the contracted products and services. MakeMyMove will suspend recruitment activities on behalf of the Client, and will relieve Client of its obligation for future payments related to unfulfilled portions of the product and services.

## OWNERSHIP OF DOCUMENTS AND MATERIALS

Except for MakeMyMove's Intellectual Property which includes but is not limited to the MakeMyMove Platform, Recruitment Playbooks & Campaign Methodology, all documents, content, records, programs, data, articles, memoranda, and other materials (the "Materials") specifically developed pursuant to or in connection with the services performed by MakeMyMove under this Contract shall be considered "work for hire" and MakeMyMove hereby transfers and assigns any ownership claims to the Client so that all Materials will be the property of the Client.

## APPLICANT & LEAD DATA

Through the use of the platform, Recruitment Candidates who engage with Client's program, and community content on makemymove.com give MakeMyMove permission to share their personal information with the client for the purposes of evaluating and participating in the Client's relocation program. Recruitment Candidates retain full ownership of their personal information. Client will have access to candidate information pursuant to the MakeMyMove Privacy Policy. Candidate Information may not be used for any other purpose, or be shared with a third party without the direct, written consent of the candidate.

## CONFIDENTIALITY



"Confidential Information" means (i) any information regarding Client's and MakeMyMove's current employees, and policies, (ii) any information concerning the existing or future products of Client or MakeMyMove; (iii) the terms of this Agreement, (iv) any software, documentation, materials or information provided shared in order to assist performing the services; and (v) any additional information designated in writing as "confidential" by Client or MakeMyMove. Confidential Information will not include, however, any information described above to the extent any of the following may be included therein: (1) information that becomes known to the general public without breach of the non-disclosure obligations of this Agreement; (2) information that is obtained from a third party or independently developed without breach of a nondisclosure obligation and without restriction on disclosure; and (3) information that is required to be disclosed in connection with any suit, action or other dispute related to this Agreement.

MakeMyMove and Client mutually agree to hold in confidence, and not to use except as expressly authorized in this Agreement, all Confidential Information and to use reasonable care to prevent the unauthorized disclosure or use of the other party's Confidential Information, both during and after the term of this Agreement.

#### EQUAL OPPORTUNITY EMPLOYER POLICY

Both the Client and MakeMyMove are Equal Opportunity Employers, and each of the parties endeavors to recruit applicants for relocation and/or employment without regard to race, color, religion, age, sex, marital status, sexual preference, national origin, physical or mental disability, or veteran status.

#### INDEMNIFICATION

The indemnified Party shall provide the indemnifying Party with prompt written notice of any such indemnification claim. The indemnifying Party shall have sole control and authority with respect to the defense and settlement of any such claim. The indemnified Party shall cooperate fully with the indemnifying Party, at the indemnifying Party's sole cost and expenses, in the defense of any such claim. The indemnifying Party shall not agree to settle any such claim that does not include a complete release of the indemnified Party from all liability with respect thereto or that imposes any liability, obligation or restriction on the indemnified Party without the prior written consent of the indemnified Party. The indemnified Party may participate in the defense of any claim through its own counsel, and at its own expense.

#### GENERAL TERMS



MakeMyMove is an independent contractor, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. MakeMyMove will be responsible for all tax withholdings.

Dispute Resolution. Any controversy, dispute or claim arising out of or relating to this contract shall first be settled through good faith negotiation. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute by mediation; the mediator in such an instance shall have no authority to modify the terms of this Agreement. The mediation proceeding shall be held at a location mutually agreed to by the parties in writing. The administrative cost of the mediation and the mediator's fee shall be shared equally by the parties. If the parties are unsuccessful at resolving the dispute through mediation, the parties agree that the method of subsequent dispute resolution will be in a court of competent jurisdiction. If a dispute proceeds to litigation, the prevailing party is also entitled to recover attorneys fees and court costs in addition to any other recovery (including reasonable attorney's fees) which either party shall sustain as a result of the other's negligent acts, errors or omissions in carrying out the responsibilities in this Agreement.

Governing Law. This Agreement will be governed by and interpreted under the laws of the State of Wisconsin, without giving effect to applicable conflicts of law principles. Survival. The provisions of the Presentation, Confidentiality, and General Terms sections shall survive the expiration or termination of this Agreement.

Client: By (Sign) \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MakeMyMove: By (Sign) \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Make My Move - Incentive Package

Description	Value	Provided By	
Cash Incentive - (50% upon moving / 50% after 12 months)	\$ 5,000.00	City	
Lunda Community Center - Annual Membership	\$ 490.00	City	
Hoffman Aquatic Center - Annual Family Membership (No Hard Cost)	\$ 150.00	City	
Skyline Golf Course - 18-Hole Golf Punch Card	\$ 270.00	City	
Jackson County Parks - Annual Vehicle Pass	\$ 30.00	City	
WI State Parks - Annual Vehicle Pass	\$ 28.00	City	
Revolution Coffee Wine & Eats - 2 Free beverages	\$ 17.00	Revolution	
S.C. Swiderski - 1st Month Rent Free! (With 12 month lease)	\$ 1,425.00	SCS	
Chamber of Commerce - 1-Year Individual Membership or 50% Business (Up To)	\$ 340.00	Chamber	
\$250 Gift Certificate - Scholze Ace Home Center	\$ 250.00	Scholze's	
<b>Total Incentive Package</b>	<b>\$ 8,000.00</b>	\$ 5,818.00	CITY

## Make My Move

### Cost Analysis - City Share - Pilot Program - No Grant

1 Mover	
\$ (20,000.00)	City pays MMM contract
\$ (5,818.00)	1 Mover recruitment incentives
<b>\$ (25,818.00)</b>	<b>Total cost to the City</b>

2 Movers	
\$ (20,000.00)	City pays MMM contract
\$ (11,636.00)	2 Mover recruitment incentives
<b>\$ (31,636.00)</b>	<b>Total cost to the City</b>

3 Movers	
\$ (20,000.00)	City pays MMM contract
\$ (17,454.00)	3 Mover recruitment incentives
<b>\$ (37,454.00)</b>	<b>Total cost to the City</b>

4 Movers	
\$ (20,000.00)	City pays MMM contract
\$ (23,272.00)	4 Mover recruitment incentives
<b>\$ (43,272.00)</b>	<b>Total cost to the City</b>

5 Movers	
\$ (20,000.00)	City pays MMM contract
\$ (23,272.00)	5 Mover recruitment incentives
<b>\$ (43,272.00)</b>	<b>Total cost to the City</b>

WORST CASE SCENARIO	
\$ (20,000.00)	City pays MMM contract
\$ -	No Movers - No recruitment incentives
<b>\$ (20,000.00)</b>	<b>Total cost to the City</b>

### Make My Move -- With Grant Dollars

Description	Value	Provided By	
Cash Incentive - (50% upon moving / 50% after 12 months)	\$ 7,500.00	City	
Lunda Community Center - Annual Membership	\$ 490.00	City	
Hoffman Aquatic Center - Annual Family Membership	\$ 150.00	City	
Skyline Golf Course - 18-Hole Golf Punch Card	\$ 270.00	City	
Jackson County Parks - Annual Vehicle Pass	\$ 30.00	City	
WI State Parks - Annual Vehicle Pass	\$ 28.00	City	
Revolution Coffee Wine & Eats - 2 Free beverages	\$ 12.00	Revolution	
Lallapalooza Lot - Purchase Price Reimbursement - Build Within 24 months	\$ 10,000.00	City	
S.C. Swiderski - 1st Month Rent Free! (With 12 month lease)	\$ 1,425.00	SCS	
Chamber of Commerce - 1-Year Individual Membership or 50% Business (Up To)	\$ 340.00	Chamber	
\$250 Gift Certificate - Scholze Ace Home Center	\$ 250.00	Scholze's	
<b>Total Incentive Package</b>	<b>\$ 20,495.00</b>	<b>\$ 18,468.00</b>	<b>CITY</b>

# Make My Move

## Cost Analysis - City Share - WEDC Talent Recruitment Grant

### BEST CASE SCENARIO

We sign the MMM contract and are awarded a \$201,820.00 (80%)  
WEDC Talent Recruitment Grant

- \$ 100,910.00 Receive 1st tranche of WEDC grant
- \$ (88,637.50) City pays 1st installment of MMM contract
  
- Year #1 - we meet the midpoint recruitment total (5 movers)  
\$ 100,910.00 and receive 2nd tranche of WEDC grant
- \$ (18,750.00) City pays 1st half recruitment incentives for 5 movers
- \$ (88,637.50) City pays 2nd installment of MMM contract
  
- Year #2 - we successfully recruit another 5 movers  
\$ (18,750.00) and City pays 1st half recruitment incentives for 5 movers
- \$ (18,750.00) City pays 2nd half of recruitment incentives to 1st yr movers (5)
  
- \$ (18,750.00) Year #3 - City pays 2nd half recruitment incentives for 2nd yr movers (5)
  
- \$ (50,455.00) Total cost to the City**

### WORST CASE SCENARIO

We sign the MMM contract and are awarded a \$201,820.00 (80%)  
WEDC Talent Recruitment Grant

- \$ 100,910.00 Receive 1st tranche of WEDC grant
- \$ (88,637.50) City pays 1st installment of MMM contract
- \$ (12,272.50) City pays 2nd installment of MMM contract
  
- Year #1 - we **DO NOT** meet the midpoint recruitment total (5 movers)  
and **DO NOT** receive 2nd tranche of WEDC grant - City Owes \$0
- \$ (15,000.00) City pays 1st half recruitment incentives for up to 4 movers
  
- \$ (15,000.00) Year #2 - City pays 2nd half recruitment incentives for 1st yr movers (4)
  
- \$ (30,000.00) Total cost to the City**

**Worst Case Scenario - the WEDC Grant covers 100% of the contract payments due to MMM, and the City is only on the hook for cash incentives owed to the movers that did relocate.**

# COPY

Form  
**AB-220**

## Temporary Alcohol Beverage License

Municipality  
City of Black River Falls

License(s) Requested	Fees	
<input type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees	\$ 10. <sup>00</sup>
	Background Check	\$ —
	<b>Total Fees</b>	<b>\$ 10.<sup>00</sup></b>

**Part A: Organization Information**

1. Organization Name  
Jackson County Ag Society

2. Organization Permanent Address  
P.O. Box 820      388 melrose St.

3. City  
Black River Falls,

4. State  
WI

5. Zip Code  
54615

6. Mailing Address (if different from permanent address)  
P.O. Box 820

7. FEIN  
39-0827035

8. Date of Organization/Incorporation  
1854

9. State of Organization/Incorporation  
WI

10. Phone  
715-284-4558

11. Email  
info@jacksoncountyfairwi.com

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>Boe</u>	<u>Steve</u>	<u>treasurer</u>	<u>715-896-1072</u>
<u>Anderson</u>	<u>Paul</u>	<u>President</u>	<u>715-896-3532</u>
<u>Hagen</u>	<u>Paula</u>	<u>Vice President</u>	<u>715-797-4218</u>
<u>Dolesy</u>	<u>Maddy</u>	<u>Secretary</u>	<u>715-896-8309</u>

Continued →

Part C: Event Information			
1. Name of Event (if applicable) Wes Fest Fundraiser			
2. Dates of Operation July 18, 2026		3. Hours of Operation 4-8pm	
4. Premises Address 1400 Tyler St. upper londa Park			
5. City Black River Falls		6. State WI	7. Zip Code 57615
8. County Jackson	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Black River Falls		10. Aldermanic District
11. Organizer of Event (if not the named applicant) Western Kyser Memorial Fundraiser		12. Email and/or Phone Number for Organizer of Event info@jacksoncountyfairwi.com	
13. Organizer Website jake		14. Event Website	
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.  Just serving beer from 4-8pm at the Wes Fest Fundraiser.			

Part D: Attestation			
Who must sign this application? • one officer or director of the nonprofit organization			
<p><b>READ CAREFULLY BEFORE SIGNING:</b> 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.</p>			
Last Name Boe		First Name Steve	M.I. R
Title Treasurer	Email info@jacksoncountyfairwi.com		Phone 715-896-1272
Signature [Handwritten Signature]		Date	

Part E: For Clerk Use Only	
Date Application Was Filed With Clerk 6-22-26	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk [Handwritten Signature]	

**CITY OF BLACK RIVER FALLS ORDINANCE NO. 905**

**AN ORDINANCE REPEALING AND RECREATING SECTIONS 17.24(3)(a)(4), 17.24(3)(a)(6), and 17.24(3)(b)(2)(c) OF THE CODE OF ORDINANCES FOR THE CITY OF BLACK RIVER FALLS, JACKSON COUNTY, WISCONSIN RELATING TO WELL HEAD PROTECTION**

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

**SECTION 1.** Section 17.24(3)(a)(4) of the Code of Ordinances of the City of Black River Falls is hereby repealed and recreated and shall read as follows:

4. Six hundred feet between a well and any gasoline or fuel oil storage tank installation that has received writ-ten approval from the Department of Commerce or its designated agent under Wis. Adm. Code ATPC 93.

**SECTION 2.** Section 17.24(3)(a)(6) of the Code of Ordinances of the City of Black River Falls is hereby repealed and recreated and shall read as follows:

6. Twelve hundred feet between a well and any solid waste storage, transportation, transfer, incineration, air curtain destructor, processing, wood burning, one time disposal or small demolition facility; sanitary landfill; coal storage area; salt or deicing material storage area; gasoline or fuel oil storage tanks that have not received written approval from the Department of Commerce or its designated agent under Wis. Adm. Code ATPC 93; bulk fuel storage facilities; and pesticide or fertilizer handling or storage facilities.

**SECTION 3.** Section 17.24(3)(b)(2)(c) of the Code of Ordinances of the City of Black River Falls is hereby repealed and recreated and shall read as follows:

- c. Above ground petroleum product storage tanks less than 660 gallons. All new or replaced tanks shall be installed in compliance with Wis. Adm. Code ATPC 93.

**SECTION 4. CONFLICTING ORDINANCES.** Ordinances or parts of ordinances in conflict with the above recreated section of Ordinance are hereby repealed.

**SECTION 5. EFFECTIVE DATE.** Upon passage and publication, this recreated section of Ordinance shall take effect and be in force as provided by law.

---

Jay Eddy, Mayor

**ATTEST:**

---

A. Brad Chown, City Administrator

**CITY OF BLACK RIVER FALLS ORDINANCE NO. 905**

**DATES READ:**

**DATE PASSED:**

**DATE PUBLISHED:**

**ACKNOWLEDGEMENT**

State of Wisconsin )  
                                  ) ss.  
County of Jackson )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named Jay Eddy and A. Brad Chown, to me known to be the Mayor and City Administrator of the City of Black River Falls, Jackson 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 \_\_\_\_\_.