

City of Black River Falls
COMMON COUNCIL – AGENDA

Tuesday – August 4, 2026 – 6:00 PM
City Hall – 101 S. Second Street, Black River Falls, WI

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 July 7, 2026 Common Council Meeting – Action
5. Citizens in Attendance
6. Committee Reports:
 - a. Historic Preservation Commission July 9, 2026
 - b. Committee of the Whole July 15, 2026
 - c. Utility Commission July 27, 2026
7. Jackson County request for North Third Street mid-block crosswalk cost share – Action
8. **RESOLUTION 2026-02** – A resolution to approve Amendment #3 to long term power supply contract – Action
9. **RESOLUTION 2026-03** – A resolution authorizing the City’s incentive package for the Make My Move Talent Recruitment Program – Action
10. Police Department request to purchase a K-9 from Double Dutch Acres at a cost of \$6,000 – Action
11. Supplemental Letter Agreement with SEH, Inc. related to engineering services for Forrest Street Reconstruction Project – Action
12. Mayor’s appointment of Jennifer Hatleli to the City Housing Authority replacing Alderperson Wussow and serving the remainder of her term – Action

13. Convene in to Closed Session for the Purpose of Deliberating the Purchasing of Public Properties Related to an Offer to Purchase Vacant Land in the Lallapalooza Estates Where Competitive or Bargaining Reasons Require a Closed Session Which is Authorized Under Section 19.85(1)(e) of the Wisconsin Statutes – Action
14. Reconvene in to Open Session to Take or Announce Action, if any and if Appropriate
15. Meetings: Committee of the Whole **Wednesday, August 19, 2026 6:00 PM**
16. Adjourn

Posted: July 23, 2026

The Common Council met at City Hall in the City of Black River Falls on July 7, 2026 at 6:00 P.M. Alderpersons Busse, Gearing-Lancaster, and Peloquin were present. Alderpersons M. Rave, Dougherty, Wussow, and Ammann attended remotely via Zoom meetings. Alderperson E. Rave was absent. Mayor J. Eddy presided.

It was moved by Alderperson Gearing-Lancaster, seconded by Alderperson Wussow to dispense with the reading of the minutes of the June 17, 2026 Special Common Council meeting and approve as presented. Motion carried.

CITIZENS IN ATTENDANCE

There was one citizen in attendance for an agenda item.

COMMITTEE REPORTS

It was moved by Alderperson M. Rave, seconded by Alderperson Ammann to place on file the minutes of the June 29, 2026 Utility Commission meeting. Motion carried.

Each Council member received a copy of the 2025 Audited Financial Statements, the Auditor's Reporting and Insights from the 2025 Audit, and the 2025 Report on Federal awards – Single Audit. A representative from Baker Tilly will make a presentation of the 2025 audit to the Committee of the Whole on July 15, 2026.

Proposals for a Housing Market Study were presented to the Council. Three firms were solicited for a proposal and two responded and both were very comparable. There was a representative from Vierbicher in attendance and there was discussion that included: each proposal would include review and analysis of assisted living, memory care, and other senior living arrangements; review and analysis of homelessness was not included in the scope for this project; this study will be more detailed and in depth than the one completed in 2017 with local stakeholder input and focus groups; timeline would be July start with final presentation in February 2027; funding sources available would be identified; Vierbicher would also be able to potentially point the city to developers in those particular segments; in order to apply for many of the funding programs the City needs to have a housing study and an updated comprehensive plan; Sherri Larson was in attendance and inquired about low income and homeless, whether or not affordable housing or senior housing is being considered and also whether or not local coalitions would be invited to participate as stakeholders in the process; market rate housing is needed to open existing low income housing options in the community; you need the right mix of housing for the entire spectrum to support all levels of the communities demographics and all income ranges; most of Vierbichers' client base are municipalities with populations under 12,000 with many below 5,000 so Black River Falls would be considered an average size community in their client mix.

It was moved by Alderperson Peloquin, seconded by Alderperson Busse to accept and approve the Housing Market Study proposal from Vierbicher Associates, Inc at a cost of \$37,200.00 with funds to come from the Affordable Housing Fund. Motion carried.

There was discussion on a proposal from Make My Move (MMM) for a talent recruitment pilot program that would utilize the work that had already been completed by MMM for the City in preparation for a grant application. The City was not awarded a grant from the WEDC. The discussion included: this would be a 12-month agreement renewable annually; the Black River Falls (BRF) page was built already under the previously approved conditional contract; MMM is offering to run the full talent recruitment program at a pilot rate of \$20,000; the program aims to provide nationwide marketing, prove BRF can recruit out-of-state movers, MMM can help those people find BRF, apply, provide strong data points, and then have a strong leg to stand on to apply with the WEDC in their next grant cycle; the WEDC did not provide feedback on the reasons for the grant denial; 15 people have already applied to move through BRF's program on the MMM platform even with the page not being active; there are no caps in the agreement to how many people can move under the program; the process includes the City approving applicants so the City has control over how many incentives are paid out; Alderperson M. Rave raised concerns about justifying the cost per mover without knowing the economic impact and not knowing why we were denied on the grant application; the program will be able to provide ROI and annual economic impact data for the movers; and the incentives are not automatic – the city has to provide the mover with an offer and the mover needs to accept.

It was moved by Alderperson Gearing-Lancaster, seconded by Alderperson Peloquin to approve the Service Agreement for a pilot program with Make My Move as presented in the amount of \$20,000. Motion carried 6-1 with Alderperson M. Rave voting no.

It was moved by Alderperson Busse, seconded by Alderperson Gearing-Lancaster to approve the application for a Temporary Alcohol Beverage License from the Jackson County Ag Society for Wes Fest Fundraiser on July 18, 2026 at the 1400 Tyler Street Upper Shelter. Motion carried.

It was moved by Alderperson Wussow, seconded by Alderperson Ammann to approve **ORDINANCE 905** – an ordinance repealing and recreating Section 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. Motion carried.

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 ATCP 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 ATCP 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 ATCP 93.

It was moved by Alderperson Peloquin, seconded by Alderperson Gearing-Lancaster to adjourn. Motion carried at 7:08 pm.

A. Brad Chown
City Administrator

The Historic Preservation Commission met at City Hall on July 9, 2026 at 5:30 P.M. Commissioners Jacob Peloquin, Darren Durman, Joe Gaier, Jim Hoffman(5:39), Dana Olson, and Barb Simonis were present. Commissioner Mary Woods was excused. Others in attendance: Ed Davis, Marc Zettler, Jenny Zettler, and City Administrator Brad Chown.

1. The meeting was called to order by the City Administrator at 5:30 pm.
2. The City Administrator advised the Commission of the TIF VI Façade Improvement Grant Program guidelines including building eligibility, cost eligibility, and the grant amount limit not to exceed 40% of eligible costs.
3. The City Administrator advised the Commission that two Historic Preservation Commissioners are active members of the Jackson County Historical Society (JCHS). While the JCHS is not the applicant, they will clearly be the beneficiaries of the project so Commissioners should consider whether a conflict of interest exists or not. There were no conflict of interest concerns expressed by any Commissioner.
4. The Commissioners reviewed the application from the Ed and Pat Davis Family Trust and Black River Phoenix Properties, LLC for property located at 34 South First Street.
5. It was moved by Commissioner Gaier, seconded by Commissioner Simonis to recommend the Common Council award a TIF VI Downtown Façade Improvement Grant to the Ed and Pat Davis Family Trust / Black River Phoenix Properties, LLC for the property located at 34 South First Street in an amount equal to no more than 40% of total eligible costs not covered by other grants and donations with total grant not to exceed \$120,000. Motion carried.
6. It was moved by Commissioner Hoffman, seconded by Commissioner Peloquin to adjourn. Motion carried at 6:06 pm.

A. Brad Chown
City Administrator

The Committee of the Whole met at City Hall in the City of Black River Falls on July 15, 2026 at 6:00 P.M. Alderpersons Gearing-Lancaster, Wussow, and Peloquin were present. Alderperson E. Rave (6:09pm), Dougherty, and Busse attended remotely via Zoom meetings. Alderpersons M. Rave and Ammann were excused. Mayor J. Eddy presided.

1. Mayor Eddy advised those in attendance that there was not a quorum present so no action can be taken, but discussion only.
2. There was one citizen in attendance.
3. Nick Goeman from Baker Tilly presented an overview of the 2025 financial audit.
4. Mayor Eddy advised those in attendance that Alderperson E. Rave had joined remotely via Zoom meetings and a quorum was now present to act on the remaining agenda items.
5. The Department Head monthly reports were reviewed. Department heads present were Darryl Nelson, Travis Brown, Jarod Meyer, Mark Nordahl, and Brad Chown. Cara Hart was excused.
6. The City Administrator advised the initial data received on municipal courts was from Mauston and it was not very encouraging. It is not self-sustaining, it is subsidized with tax dollars so not the revenue source we were hoping for. Plan to meet with one or two more municipalities.
7. The Parks & Recreation Director advised Festival in the Park on Saturday was a great event overall! He also commended Jon Wussow from Municipal Utilities for his efforts repairing a fuse at the Aquatic Center for the drop chutes and play features. Co-op Credit Union's Summer Bash at the Aquatic Center on Tuesday drew 301 attendees and total pool attendance for that day was 429. Council members commended Parks & Recreation staff for their efforts related to Festival in the Park and they are hearing great reviews.
8. The Fire Chief advised the new Sprinter ambulance is scheduled to be delivered to Antigo, WI next week or the following week and it will be a month or so for graphics and the power load cot install, but hope to have it in service in September.
9. The Street Superintendent advised SC Swiderski has started construction on 5 new homes in Lallapalooza. He also advised street paving was completed on North 8th Street on Monday and the street was re-opened on Tuesday. Mathy was working at Forrest Street School and asked to pave early and we were ready so we are way ahead on paving. The two parking lots at City Hall should be ready for paving by next Friday and hope to get them paved and painted before the August 11th election.
10. The Police Chief advised today he travelled to Double Dutch Kennels to look at a K-9. This would be a single purpose K-9 for sniffing drugs and would be considered a no-bite dog. More information will be shared next month.
11. It was moved by Alderperson Busse, seconded by Alderperson Wussow to approve the vouchers for June 2026 Check #77095 - #77237 Totaling \$448,907.14. Motion carried.
12. It was moved by Alderperson Wussow, seconded by Alderperson Gearing-Lancaster to approve the City Treasurer's Report for June 2026. Motion carried.
13. It was moved by Alderperson Wussow, seconded by Alderperson Peloquin to approve the Revenue & Expense Reports for June 2026. Motion carried.
14. It was moved by Alderperson Busse, seconded by Alderperson Dougherty to adjourn. Motion carried at 6:41pm.

A. Brad Chown
City Administrator

Jessie Construction LLC

N6698 Jessie Rd

Black River Falls, WI

54615-5634

+17152849263

jessieconstruction@gmail.com

Proposal**ADDRESS**

Jackson County

Attn: Rick Poff

PROPOSAL #	DATE	
1232	06/08/2026	

ACTIVITY	AMOUNT
Concrete Removal of concrete sidewalk, curb and blacktop for entrance and exit of new cross walk on north Third Street Install new curb and gutter with recessed area Install sidewalk and apron and parking lot apron with Truncated Dome Detectable Warning Field Not quoted: Removal of existing painted markings Painting of new lines, warnings and cross walk markings Warning signage	6,050.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum and terms specified above.

Any alterations or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Respectfully submitted:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. Note- This proposal may be withdrawn by us if not accepted within 30 days.

Date:

Signature:

SUBTOTAL	6,050.00
TAX	0.00
TOTAL	\$6,050.00

Accepted By

Accepted Date



MEMORANDUM

TO: City Council Alderpersons

CC: Jay Eddy, Mayor; Brad Chown, City Administrator; Mark Radcliffe, City Attorney

FROM: Casey Engebretson, Black River Falls Municipal Utilities (BRFMU) General Manager

DATE: July 28, 2026

SUBJECT: WPPI Member Long-Term Power Supply Contract Extension

WPPI Energy, BRFMU's power provider, has requested that WPPI members approve an amendment to the existing Long-Term Power Supply Contracts, extending the contract 18 years to 2073. Any extension to the contract requires a resolution passed by the Utility Commission recommending the approval of the amendment to the City Council, a resolution passed by the City Council approving the amendment, and a legal opinion by the City Attorney stating the amendment to extend has been duly approved and executed on behalf of the member and is enforceable with its terms. WPPI members have extended their contracts multiple times since forming WPPI. The most recent amendment, approved by the City Council in 2015-16, extended BRFMU's member agreement by 18 years and brought the current contract end date to 2055.

HISTORY OF WPPI

In 1980, BRFMU and 22 other municipal electric utilities founded WPPI Energy to gain control over their power costs in response to rising wholesale rate increases from investor-owned energy suppliers. Today, there are 51 member-owners of WPPI located in Wisconsin, Iowa, and the U.P. of Michigan. These not-for-profit, locally owned utilities deliver meaningful benefits to their customers and communities.

REASONS TO EXTEND THE LONG-TERM CONTRACT

The revenues from members under the Long-Term Contracts are pledged to secure bonds issued to finance ownership of generating units and transmission assets. Additionally, WPPI routinely seeks other long-term contractual arrangements to allow WPPI to continue to reliably serve members with stable and competitive rates. With the current contract expiring in 2055, less than 30 years remain on these contracts today. Many cost-effective long-term resource planning, financing, and purchased power arrangements have terms exceeding 30 years or more. Extending the member contract end date before addressing long-term financial and contractual opportunities/commitments preserves WPPI's access to arrangements that support lower costs for members.

VALUE TO BEING A MEMBER-OWNER OF WPPI

In addition to providing BRFMU stable and competitive wholesale electric rates, WPPI advocates on our behalf to governmental and regulatory entities concerning electric industry issues and effective energy policy. Furthermore, WPPI offers industry leading support services to its members, many of which are utilized by BRFMU. The economies of scale through shared services, support, and resources provide exceptional financial and operational value to BRFMU and the customers we serve. For reference, I have included an informational packet on WPPI with this memo.

Lastly, the BRFMU Commission passed their resolution at the July 27th meeting. For reference, I have included the executed Commission Resolution and the Common Council Resolution and Amendment for your consideration. Please feel free to contact me with any questions at cegebretson@brfmu.org or 715-284-9463.

349 S. McKinley Street Black River Falls, WI 54615 Phone: (715) 284-9463 Fax: (715) 284-2232 www.brfmu.org

Contract Extension

Information for WPPI Energy Member Governing Bodies

Your locally owned, not-for-profit electric utility delivers significant local value. To help preserve and enhance that value for the long term, member-owned, not-for-profit WPPI Energy stands behind your community with competitive wholesale power, forward-thinking services and effective advocacy.

Long-Term Utility Success

Your WPPI wholesale power agreement is key to how your utility delivers reliable electric service, competitive costs and local control.



YOUR UTILITY



Safe, reliable power

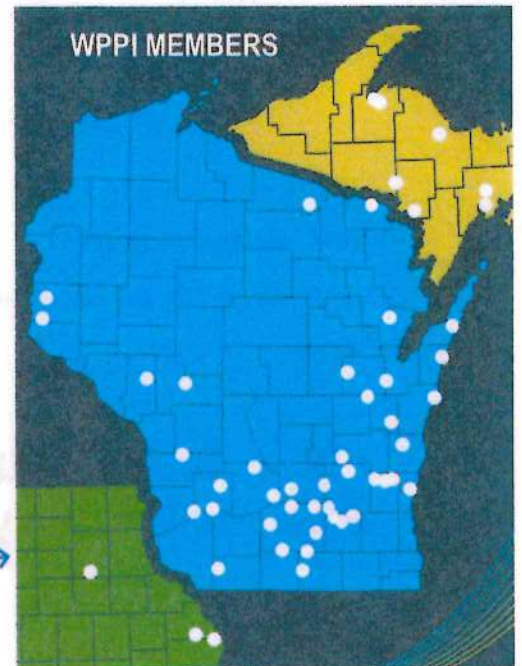


Competitive rates



Local decision-making

Members work together to help their communities thrive.



A Legacy of Long-Term Planning

Over decades, members have made long-term commitments, extending their contracts as needs evolved. Their decisions built the diverse resources that power your community today.

1989

35-year agreements
to 2024



First owned plant • Coal • 114 MW



First owned gas plants • 154 MW

2002

13-year extension
to 2037



Owned gas plant • 52 MW



Wind contracts • 162 MW



Owned coal plant • 106 MW



Contract • Nuclear • 117 MW



Contract • Gas plant • 90 MW



Owned • High-voltage
transmission project

2015

18-year extension
to 2055



Owned • High-voltage
transmission project



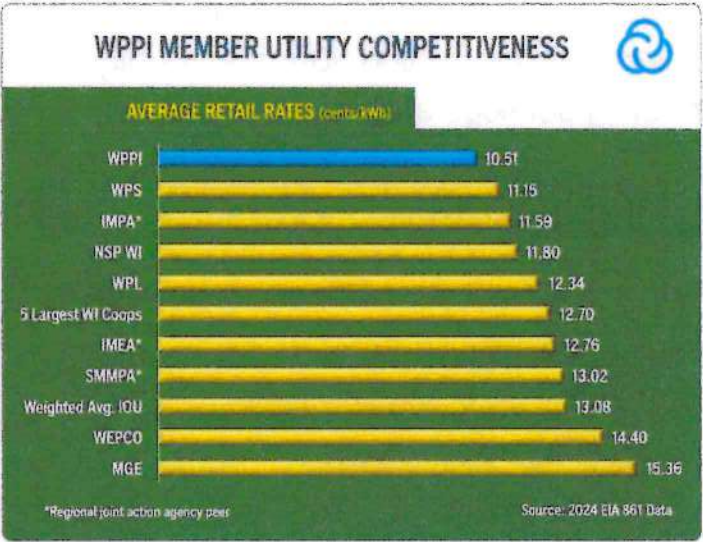
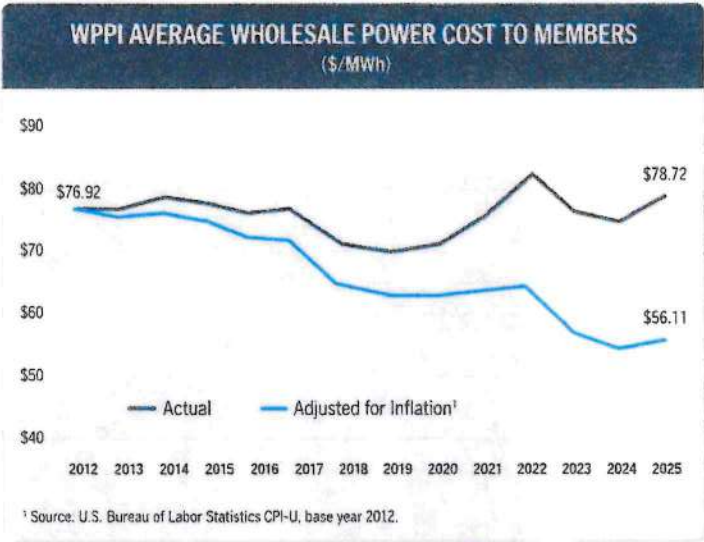
Wind contract • 132 MW



Contract • Solar • 100 MW

Long-Term Decisions. Strong Results.

WPPI is the low-cost leader for powering local communities. Member utilities provide highly competitive electric rates.



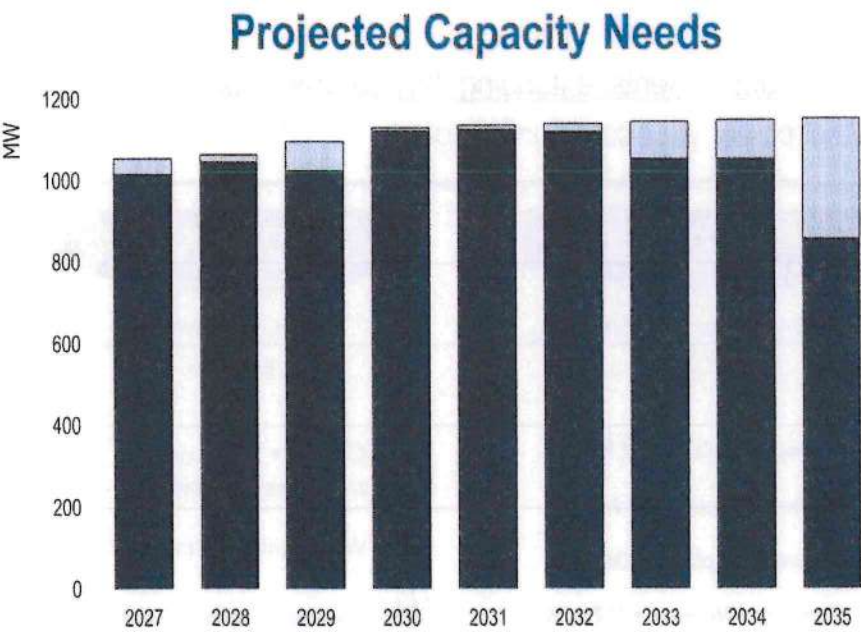
Today's success reflects **46 years** of local leadership decisions.

Meeting Future Needs

Future needs are already visible. Some are reflected in the lighter portions of this capacity needs chart.

The same long-term planning approach that positioned your utility for success in the past continues to identify and plan for the needs ahead.

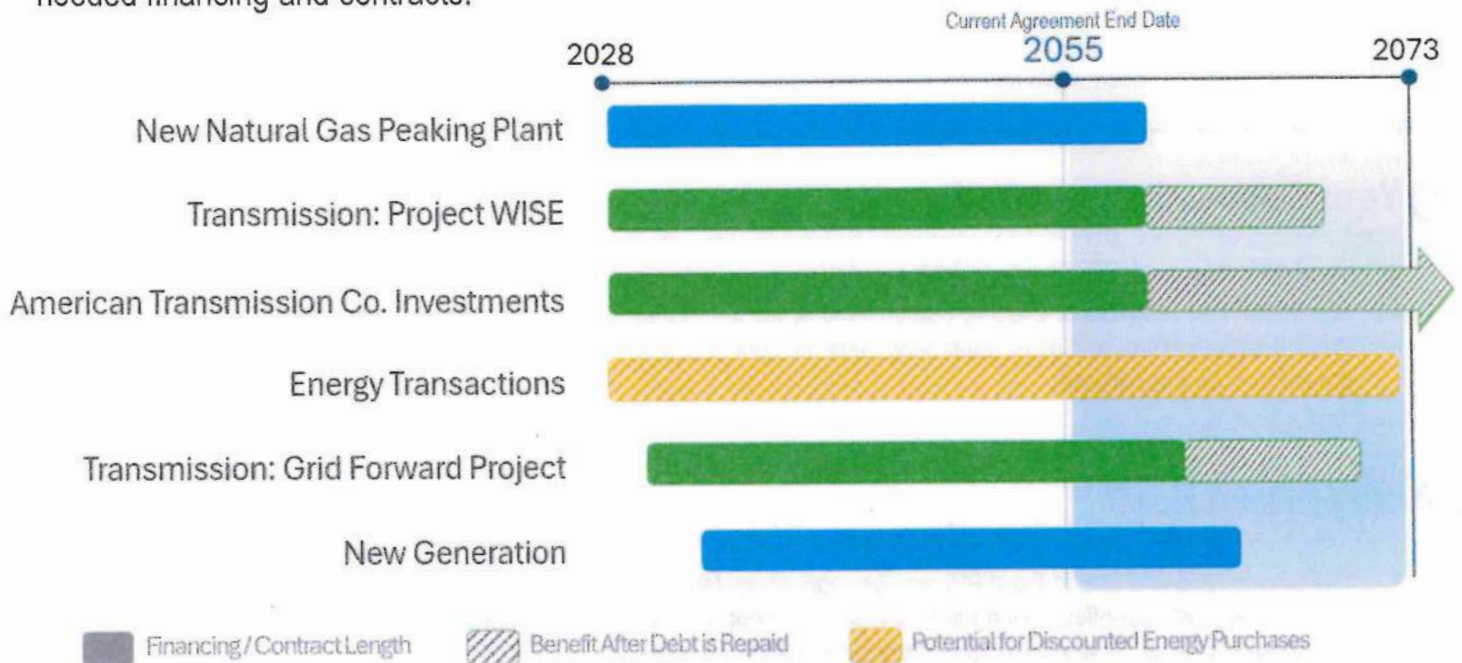
Extending the agreement helps preserve continued access to cost-effective long-term wholesale power for your community.



Subject to changes in load and power supply portfolio.

Why Extend Now?

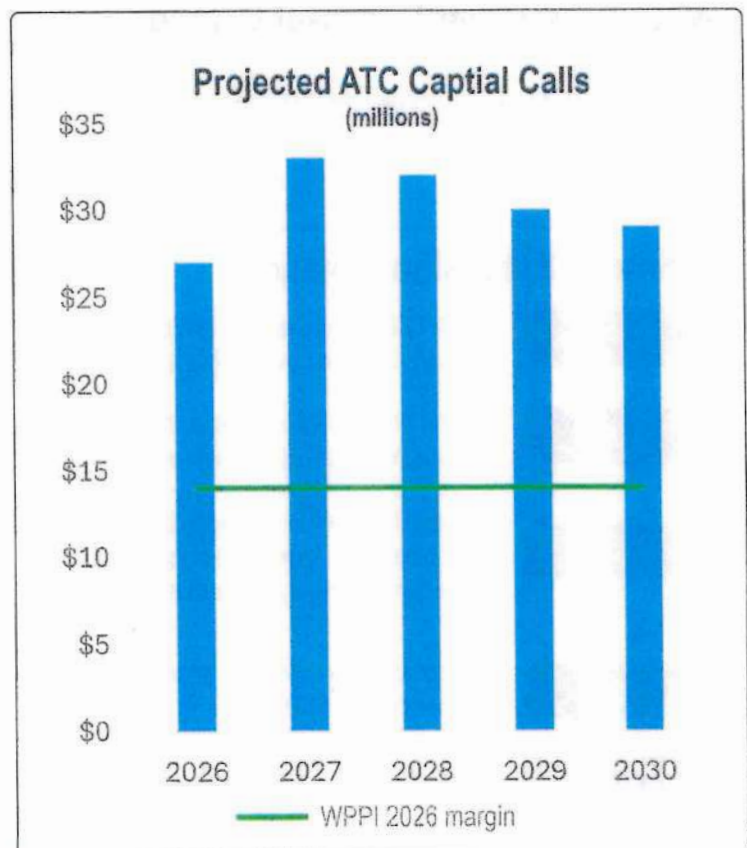
WPPI is actively pursuing opportunities to continue serving your community's needs. These and other beneficial solutions are not possible without a member agreement end date that is sufficient to back the needed financing and contracts.



Transmission Investment

WPPI's ownership interest in American Transmission Co. (ATC) provides returns that help lower wholesale power costs for your community. As the regional grid build-out unfolds, future ATC investments will require financing beyond what WPPI's margin alone can support.

The extension will help preserve WPPI's ability to finance future ATC investments and continue receiving returns that help your community's wholesale power costs.



Key Facts for Local Officials

A Record of Success

- WPPI is the low-cost leader for powering local communities.
- Overall WPPI member rates are very competitive compared to utilities in the region.
- Together WPPI members have achieved a diverse, low-cost power supply.

Your Community and WPPI

- Your WPPI wholesale power agreement is key to how your utility provides electric service at competitive costs.
- The need for additional, cost-effective resources to power WPPI member communities is visible now.
- WPPI is actively pursuing electric generating resource options, transmission system investments and financial transactions for this purpose.

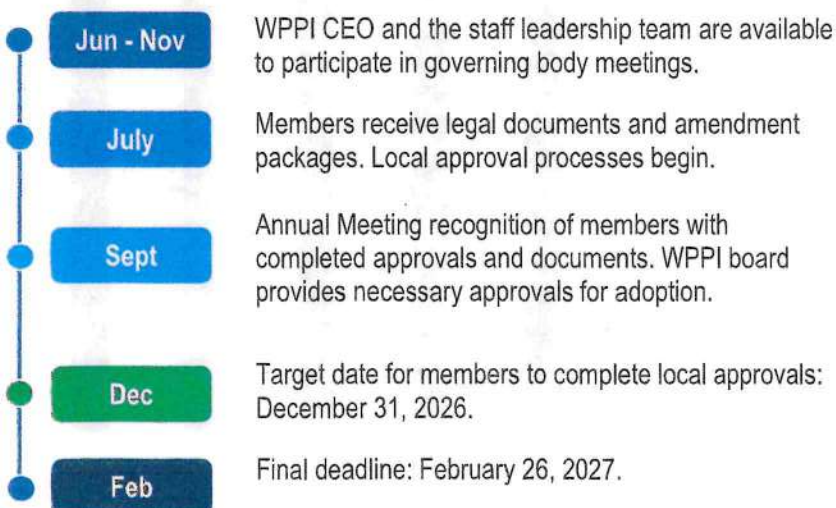
Why Extend Now?

- The current 2055 end date of the WPPI member agreement falls short of the typical 30 years needed for securing the most cost-effective long-term solutions to meet your community's energy needs.
- The request is for an 18-year extension of the current 2055 end date.
- An 18-year extension is not new for WPPI members. Your previous extension was also 18 years.

What if a Member Does Not Extend?

The existing agreement continues through 2055. The member would have no rights to WPPI's power supply or services beyond that term.

Contract Extension Timeline



Member Support

WPPI staff is available to assist members throughout the contract extension process.

Questions?

Reach your utility's Energy Services Manager for support, or contact:

Lauri Morehart | 608-834-4571

lmorehart@wppienergy.org

RESOLUTION 2026-02

City of Black River Falls

**BLACK RIVER FALLS COMMON COUNCIL RESOLUTION TO APPROVE
AMENDMENT NO. 3 TO LONG TERM POWER SUPPLY CONTRACT FOR
PARTICIPATING MEMBERS**

WHEREAS, the City of Black River Falls (the "Member") is a member of WPPI Energy ("WPPI") and, like all other WPPI members, takes long-term all-requirements electric service from WPPI pursuant to a long-term power supply contract (each, a "Long Term Contract");

WHEREAS, the Long Term Contract between the Member and WPPI is that certain *Long Term Power Supply Contract for Participating Members* dated as of August 1, 1989, as amended (the "Member's Contract");

WHEREAS, the current term of the Member's Contract and each other Long Term Contract will expire on or before December 31, 2055;

WHEREAS, WPPI's revenues under the Long Term Contracts have been pledged to secure the bonds issued by WPPI to finance ownership of WPPI's generating units and transmission assets;

WHEREAS, it is necessary that WPPI members extend the existing terms of the Long Term Contracts in order to enable WPPI to plan for, obtain, contract for, purchase and finance new long-term power supply resources, including, but not limited to, new generating plants;

WHEREAS, the Member desires that WPPI be able to secure and finance new long term power supply resources so that WPPI is able to continue serving the Member and all other members reliably and at competitive and stable rates under the Long Term Contracts over the long term and WPPI wishes to be able to make new long-term commitments in order to be able to do so;

WHEREAS, the parties wish to extend the term of the Member's Contract, as set forth in the amendment referred to in the caption of this Resolution (the "Amendment"); and

WHEREAS, the Black River Falls Municipal Utility Commission has recommended that the City approve and execute the Amendment.

NOW, THEREFORE, be it resolved by the Black River Falls Common Council:

1. That the Amendment, the form of which has been presented to the Black River Falls Common Council, is hereby approved;
2. That the Mayor and the City Clerk are directed to execute and deliver the Amendment to WPPI on behalf of the Member to be in substantially the form presented to the Black River Falls Common Council. The Mayor and City Clerk and other appropriate City officials, including the City Attorney, also are directed to take all other actions on behalf of the Member as may be necessary to effectuate the Amendment, subject to the requirement of Section 3 of the Amendment, which provides that if, by February 26, 2027, fewer than thirty-four (34) WPPI Participating Members approve an amendment extending the terms

RESOLUTION 2026-02

of their respective Long Term Contracts to midnight on December 31, 2073, the Amendment shall be null and void and shall have no force and effect;

3. That the Member agrees to be bound by the terms of the Amendment as executed by the Member.

Introduced by _____

Moved by _____

Seconded by _____

Passed by the Black River Falls Common Council on the _____ day of _____, 20____, and submitted to the Mayor and City Clerk on the _____ day of _____, 20____. Approved this _____ day of _____, 20____.

Mayor

Print Name

State of _____)

) ss

County of _____)

I, _____, City Clerk of the City of Black River Falls, Wisconsin, hereby certify that I have compared the above Resolution with the original instrument on file in my office and that the same is a true, complete and correct copy of said document.

IN WITNESS HEREOF, I have hereunto set my hand and affixed the Corporation Seal of the City of Black River Falls, Wisconsin, this _____ day of _____, 20____.

City Clerk

Print Name

**AMENDMENT NO. 3
TO LONG TERM POWER SUPPLY CONTRACT
FOR PARTICIPATING MEMBERS**

This *Amendment No. 3 to Long Term Power Supply Contract for Participating Members* (this "Amendment"), dated as of _____, 202__ (the "Effective Date"), is made by and between WPPI Energy, a municipal electric company ("WPPI"), and the City of Black River Falls (the "Member"). WPPI and the Member are sometimes referred to in this Amendment individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Member is a member of WPPI and, like all other Participating Members, takes long-term all-requirements electric service from WPPI pursuant to a long-term power supply contract (each, a "Long Term Contract").

B. In this Amendment, the term "the Member's Contract" refers to the *Long Term Power Supply Contract for Participating Members* between WPPI and the Member dated as of August 1, 1989 (as subsequently amended), the current initial term of which will expire immediately following December 31, 2055.

C. WPPI's revenues under the Long Term Contracts have been pledged to secure the bonds issued by WPPI to finance ownership of WPPI's generating units and transmission assets.

D. It is necessary that Participating Members extend the existing terms of the Long Term Contracts in order to enable WPPI to plan for, obtain, contract for, purchase, and finance new long-term power supply resources, including, but not limited to, new generating plants.

E. The Member wishes that WPPI be able to secure and finance long-term power supply resources so that WPPI is able to continue serving the Member and all other Participating Members reliably and at competitive and stable rates under the Long Term Contracts over the long term, and WPPI wishes to be able to make new long-term commitments in order to do so.

F. The Parties desire to further amend the Member's Contract on the terms and conditions set forth in this Amendment to extend the initial term of the Member's Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this Amendment, the promises contained in this Amendment and the Member's Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. All capitalized definitional terms used but not otherwise defined in this Amendment shall have the meanings given to those terms in the Member's Contract.

2. Initial Term and Termination. The first sentence of Section 9(a) of the Member's Contract is hereby deleted and replaced in its entirety with the following:

This Contract shall take effect upon the date first written above and shall remain in effect for an initial term that ends at midnight on December 31, 2073, and thereafter until terminated by notice as provided in this Section 9(a).

3. Effective Date. This Amendment, upon execution by the Parties, shall take effect as of the Effective Date, provided however, that if, by February 26, 2027, fewer than thirty-four (34) Participating Members have executed an amendment extending the initial terms of their respective Long Term Contracts to midnight on December 31, 2073, this Amendment shall be null and void and shall have no force and effect. Prior to April 1, 2027, WPPI shall certify in writing to each Participating Member that has executed such an amendment (including the Member) whether this threshold has been met.

4. Miscellaneous. In the event of conflict between the provisions of the Member's Contract and the provisions of this Amendment, the provisions of this Amendment shall control. Except as specifically set forth herein, no other amendments to the Member's Contract are being made between the Parties, and all other provisions of the Member's Contract remain in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, WPPI and the Member have duly approved and executed this Amendment as of the Effective Date.

WPPI ENERGY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CITY OF BLACK RIVER FALLS

By: _____
Mayor

By: _____
City Clerk

By: _____
President, Black River Falls Municipal Utility Commission

RESOLUTION 2026-03
CITY OF BLACK RIVER FALLS

**A RESOLUTION AUTHORIZING THE CITY'S INCENTIVE PACKAGE FOR THE
MAKE MY MOVE TALENT RECRUITMENT PILOT PROGRAM**

WHEREAS, the City of Black River Falls is committed to promoting economic development, workforce attraction, and long-term community growth through innovative talent recruitment initiatives; and

WHEREAS, the City has entered into a Product and Services Agreement with Make My Move to market Black River Falls as a relocation destination and recruit qualified households from outside the State of Wisconsin who meet established program eligibility requirements; and

WHEREAS, the Make My Move Pilot Program is intended to attract new residents who will contribute to the City's workforce, tax base, local businesses, schools, and overall economic vitality; and

WHEREAS, the City has assembled an incentive package consisting of City-funded incentives and additional incentives generously contributed by community partners to encourage qualified households to relocate to Black River Falls; and

WHEREAS, the Common Council finds it to be in the best interest of the City to authorize the Mayor and the City Administrator to review applicant information provided through the Make My Move platform, evaluate applicants against the Council-approved program criteria, and extend relocation offers on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Black River Falls, Jackson County, Wisconsin, that:

1. Approval of City Incentive Package

The Common Council hereby approves the City-funded incentive package for the Make My Move Talent Recruitment Pilot Program as established by the City and as may be administratively updated to reflect non-substantive changes or additional community partner contributions, provided such changes do not increase the City's financial obligation without further Common Council approval.

The City-funded incentive package currently includes:

- Cash relocation incentive of Five Thousand Dollars (\$5,000) payable:
 - Fifty percent (50%) upon successful relocation to the City of Black River Falls and verification of program eligibility; and

RESOLUTION 2026-03

- Fifty percent (50%) following verification that all program requirements have been successfully completed after twelve (12) months.
- One (1) annual Lunda Community Center membership.
- One (1) annual Hoffman Aquatic Center family membership.
- One (1) Skyline Golf Course 18-hole punch card.
- One (1) Jackson County Parks annual vehicle pass.
- One (1) Wisconsin State Parks annual vehicle pass.

2. Administrative Authority

- a) The City Administrator is hereby authorized to execute program documents, verify applicant eligibility, coordinate fulfillment of approved incentives, execute agreements necessary to administer the program, and perform all administrative functions consistent with this Resolution and the annual budget approved by the Common Council.
- b) The Mayor and the City Administrator shall have the authority to do the following:
 - 1. Review application material submitted through the Make My Move platform.
 - 2. Verify applicant eligibility using information provided through Make My Move.
 - 3. Evaluate applicants using the Council-approved eligibility criteria.
 - 4. Extend conditional relocation offers on behalf of the City to qualified applicants, subject to compliance with all program eligibility requirements, availability of funding, and the terms of the Council-approved incentive program.

5. Funding

All City-funded incentives shall be paid solely from funds appropriated by the Common Council for the Make My Move Talent Recruitment Program. Nothing in this Resolution shall authorize expenditures in excess of amounts appropriated by the Common Council.

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6. Confidentiality

The Mayor and the City Administrator shall maintain the confidentiality of applicant information to the fullest extent permitted by law and comply with any confidentiality requirements contained within the City's agreement with Make My Move. Information obtained through the Make My Move platform containing personal, financial, employment, or other sensitive information shall be used solely for evaluating applicant eligibility and administering the Make My Move Talent Recruitment Pilot Program.

9. Effective Date

This Resolution shall take effect immediately upon its adoption and approval.

Adopted this _____ day of _____, 2026.

CITY OF BLACK RIVER FALLS

By: _____
Jay Eddy, Mayor

ATTEST:

By: _____
A. Brad Chown, City Administrator

Brad Chown

From: BRF Police Chief
Sent: Wednesday, July 22, 2026 1:09 PM
To: Brad Chown
Subject: K-9 Purchase
Attachments: Dog file.pdf; Screenshot_20260722_130655_Messages.jpg; 3631.jpg; 3629.jpg

The total cost of the new K-9 will be \$6,000, to be paid in two installments of \$3,000 each.

The first installment will be due upon pickup of the K-9 in late August 2026, allowing time for the handler and K-9 to begin the bonding and socialization process. The second installment will be paid upon successful completion of the three-week handler training course and certification of the K-9 team.

The K-9 is a single-purpose narcotics detection dog trained to detect the odors of marijuana, cocaine, heroin, methamphetamine, and fentanyl. The K-9 will not receive apprehension or bite training. Instead, the dog will be trained and socialized to interact safely and positively with the public.

The handler and K-9 training course is scheduled to begin on September 14, 2026, with a projected completion date of October 2, 2026. The K-9 is a two-year-old Dutch Shepherd that is current on all required vaccinations and veterinary care. The certification course includes both classroom instruction for the handler and daily practical training with the K-9.

The purchase and training costs will be paid entirely from existing K-9 program funds, with no impact on the City's general fund.

The K-9's name is **Kor**, and we are excited to welcome Kor as the newest member of the Police Department. This addition will strengthen the department's narcotics detection capabilities while also providing opportunities for positive community engagement.

Respectfully,

Travis Brown
Chief of Police
Black River Falls Police Department
101 S. 2nd St.
Black River Falls, WI 54615
Office: 715-284-9155
Fax: 715-284-2868

SALES RECEIPT



DOUBLE DUTCH ACRES

N5532 Johnson Rd
Delavan, WI 53115

SOLD TO

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

RECEIPT

1001

RECEIPT DATE

07/22/2026

DESCRIPTION

AMOUNT

Single purpose drug detection dog and three-week training course for
the handler and dog

6,000.00

TOTAL

\$6,000.00

TERMS & CONDITIONS

The K9 is a two-year-old Dutch Shepherd and is current on all shots and vaccinations. The handler course includes classroom instruction in addition to the daily K9 training of the dog in the odors of marijuana, cocaine, heroin, meth- amphetamine, and Fetynol. Training to begin September 14, 2026, and completed October 2, 2026.

Thank you



Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Black River Falls ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective April 21, 2016, this Supplemental Letter Agreement dated July 16, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Forrest Street Reconstruction.

Client's Authorized Representative: Brad Chown

Address: 101 S 2nd St, Black River Falls, Wisconsin 54615, United States

Telephone: 715.284.5514

Email: city.admin@blackriverfallswi.gov

Project Manager: David Walter

Address: 10 North Bridge Street, Chippewa Falls, Wisconsin 54729

Telephone: 715.720.6277

Email: dwalter@sehinc.com

Scope: The Services to be provided by Consultant:

Conduct topographic survey, prepare street and limited storm sewer plans, project management, coordination, specifications, estimate, and permits required to obtain regulatory agency approvals necessary for the complete final biddable plans for the project. Review of plans and cost estimates with the Project Team will be coordinated at the 35% and 65% document levels.

1) Data Collection/Administration

- a. Contact Diggers Hotline to mark existing utilities
- b. Complete topographic survey
- c. Survey existing utilities
- d. Provide existing structure inventory & confirmation of depths and outfalls (for storm inlet replacement/addition)
- e. Project management
- f. Quality Assurance and Quality Control (QA/QC)

2) Street & Utility Design

- g. Utility Coordination
 - i. Utility conflicts will be identified during the design process and communicated with the affected utility
 - ii. Coordination of utility conflicts (electric, gas, communication)
- h. Street Design
 - i. Identify removals and match-in points
 - ii. Set street alignment and profile
 - iii. Provide cross-sections and earthwork volumes
 - iv. Review driveways for proper slope and drainage
 - v. Draft construction details and plan sheets
 - vi. Design sidewalk on one side of the road.
 - vii. Develop traffic control details
 - viii. Develop plans to include: title sheet, plan and profile, removals, erosion control, traffic control, construction details, cross-sections, and typical sections.
 - ix. Develop specifications
 - x. Compute preliminary and final construction cost estimates

- i. Water/Sanitary Design
 - i. Sanitary sewer lateral replacement
 - ii. Water valve replacement
 - j. Storm water design
 - i. Draw storm sewers in design basemap
 - ii. Storm sewer inlet and lead replacement
 - iii. Provide storm sewer plan and profile details on plan sheets
 - iv. Prepare WisDNR stormwater management and erosion control (NOI) permit documents
 - k. Compile Bidding Manual
 - l. Quality Assurance/Quality Control
 - m. Permitting
 - i. Submit NOI on behalf of the City for storm sewer discharge during construction activities. This work includes an application submittal fee of \$350.00
- 3) Bidding
- n. Prepare ad for bid
 - o. Posting bidding documents to SEH electronic bid site (Quest)
 - p. Answering bidding question and issuing addenda to bidders
 - q. Attending/conducting the virtual bid opening
 - r. Preparing tabulation of bids
 - s. Reviewing and recommending award of contract for City Council consideration and award.
- 4) Construction Services
- t. Project management
 - u. Attend one preconstruction meeting
 - v. Review shop drawings
 - w. Review pay applications
 - x. Staking of the following.
 - i. Removals
 - ii. Alignment offset with subgrade elevations
 - iii. Curb and gutter
 - iv. Centerline finished base course
 - v. Note: sidewalk along back of curb should not require staking
 - y. Construction Observation
 - i. Limited construction observation (5 days total)
 - 1. Witness test rolling of subgrade (1 day)
 - 2. Curb and gutter (2 days)
 - 3. Paving (2 separate paving operations/2 days total)
 - z. Project closeout
 - i. Develop punchlist
 - ii. Final contractor application for payment
 - iii. Submittal of the Engineer's Certification required for reimbursement from the MSID program
 - iv. Warranty review

Additional Services:

These services are not included in the proposed fee. If requested by the City, SEH will complete them on a time and materials basis at SEH's applicable employee rates at the time of request. All costs will be approved by the City before any additional services are performed.

1. Right-of-way plat
2. Geotechnical investigation
3. Hazardous Material Assessment (Phase 1)
4. Additional work related to unexpected permitting, investigation, or remediation plans for environmental or contamination issues, or studies of environmental, historical, or archeological components not specifically described above
5. Sanitary sewer or water main replacement design

6. Full-time construction observation

Schedule: Services will begin upon signature and will be completed with a goal of letting the project for bids in February 2027.

Payment:

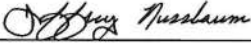
The lump sum fee is \$104,800 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2. Additional work, if required, shall be compensated in accordance with the current rates at the time of the request. Consultant will provide an amendment to this contract for all additional work requested by the Client.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Black River Falls

By: 

By: _____

Full Name: Jeffrey Nussbaum

Full Name: _____

Title: Client Service Manager

Title: _____

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.