

City of Black River Falls
COMMON COUNCIL – AGENDA

Tuesday – September 1, 2026 – 6:00 PM
City Hall – 101 S. Second Street, Black River Falls, WI

Join Zoom Meeting:

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

Or Dial: 1-312-626-6799

Meeting ID: 862 4171 1746

Password: cityhall

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Reading of the Minutes of the August 19, 2026 Special Common Council Meeting –
Action
5. Citizens in Attendance
6. Committee Reports:
 - a. Airport Commission July 16, 2026
 - b. Utility Commission August 31, 2026
7. Development Agreement and application for TIF VI Façade Improvement Grant for property located at 34 South First Street – Action
8. Application for a Temporary Alcohol Beverage License from the Rotary Club of Black River Falls for Rotary BBQ Cookoff October 10th at 1400 Tyler Street – Action
9. **ORDINANCE 906** – An ordinance repealing and recreating Section 11.06 of the Code of Ordinances regarding the prohibition of smoking, vaping, and tobacco products –
1st Reading
10. Mayor's appointment of Alderperson Joel Busse to the Electric & Water Utility Commission to replace former Alderperson Justin Dougherty & serve the remainder of his term – Action
11. Meetings: Committee of the Whole **Wednesday, September 16, 2026 6:00 PM**
12. Adjourn

Posted: August 27, 2026

The Common Council met in special session at City Hall in the City of Black River Falls on August 19, 2026 at 6:00 P.M. Alderpersons M. Rave, Busse, Gearing-Lancaster, and Ammann were present. Alderpersons Wussow and Peloquin attended remotely via Zoom meetings. Alderperson E. Rave was excused. Mayor J. Eddy presided.

It was moved by Alderperson Gearing-Lancaster, seconded by Alderperson Peloquin to dispense with the reading of the minutes of the August 4, 2026 Common Council meeting and approve as presented. Motion carried.

CITIZENS IN ATTENDANCE

There was one citizen in attendance remotely via Zoom meetings for agenda items.

COMMITTEE REPORTS

It was moved by Alderperson Busse, seconded by Alderperson M. Rave to place on file the minutes of the August 6, 2026 Board of Zoning Appeals meeting. Motion carried.

It was moved by Alderperson M. Rave, seconded by Alderperson Gearing-Lancaster to place on file the minutes of the August 13, 2026 Business Improvement District (BID) Board meeting. Motion carried.

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

1. The City Administrator advised an ordinance is being drafted in response to the request to prohibit smoking at Marks Field and hope to present it to Council at the September meeting.
2. The Fire Chief presented two options for disposing of the used ambulance: 1) donate the ambulance to the Jackson County Animal Shelter for transporting animals. The Chief met with the staff and they feel the vehicle would meet their needs until they can acquire a van, 2) sell it on Wisconsin Surplus.
3. It was moved by Alderperson Ammann, seconded by Alderperson Gearing-Lancaster to authorize the Fire Chief to sell or donate Rescue 2, the 2015 Mercedes Sprinter ambulance, as he chooses. Motion carried.
4. The Street Superintendent advised the levee inspectors praised our levee, and he commended the Parks Department for mowing the top and bottom of the levee. The Superintendent also advised the current mechanic has expressed interest in the upcoming General Laborer position opening with the retirement of Greg Rush so they would need to hire a full-time General Laborer/Mechanic.
5. It was moved by Alderperson Busse, seconded by Alderperson M. Rave to approve the Street Department's request to fill the full-time General Laborer/Mechanic position. Motion carried.
6. Mayor Eddy stated we would miss Greg Rush and commended Greg for his years of service to the City Street Department.
7. The Police Chief introduced a new full-time Patrol Officer, Officer Jacob Featherly and the new K-9, Kor. Officer Featherly advised Kor is a Dutch Shepard purchased from Double Dutch Kennels in Delavan, WI and has training in narcotics detection, and they will be going to training in September where Kor will get certified in narcotic detection and also work on tracking. Chief Brown advised he is impressed with the donations that are coming in already to support the K-9 program.
8. Mayor Eddy advised the Council that he contacted the Police Chief the day after the last Council meeting at which a citizen presented concerns regarding the Police Department. The Chief did some additional investigating and determined the actions taken by the officer were what we would expect them to be. Upon further look, the Mayor had no more concerns with this particular situation. Alderperson Gearing-Lancaster advised she had contacted the citizen as well and he indicated that he had talked to the Chief and that he was satisfied.

9. The City administrator presented an overview of the first monthly report for the Make My Move talent recruitment program and the details behind each stage of the program being reported. There was one offer automatically extended to an applicant prior to the Council's action to give the Mayor and the City Administrator authority to review and extend offers.

There was lengthy discussion on the application for a TIF VI Façade Improvement Grant for the property located at 34 South First Street. The application lists total Phase I project cost of \$288,510.00 and a request for \$144,255.00. The Historic Preservation Commission met and reviewed the application last month and recommended the Council approve the grant not to exceed grant program's maximum award of 40% of total cost of eligible expenses or \$120,000. The City Administrator advised this is a reimbursement grant so, if approved, the property owner would need to complete the work and submit for reimbursement, and the grant program is funded from tax increment dollars from the downtown TIF District which currently has annual revenues of approximately \$93,000 and it shares revenue with TIF #3 so money could be moved. He also advised that the property owner had indicated that the plan is to eventually transfer ownership of the property over to the Jackson County Historical Society which is a tax exempt entity and would not pay property taxes. The City Administrator stated it was a great project, and they have beautiful plans for that building and programming and ways of driving traffic in to our community and the downtown and it will be a huge asset for the City. He also advised that financial assistance at the requested level would typically have a developer's agreement that would spell out what the developer would do and in turn what the city would do, and he recommended an agreement be drafted between the City and the property owner to outline any stipulations the Council may want to place on the grant. Possible stipulations discussed included prohibiting ownership transfer to a non-profit for 5 to 10 years to allow time for the increment to reimburse the TID.

It was moved by Alderperson M. Rave, seconded by Alderperson Gearing-Lancaster to have the City Administrator to draft a developer's agreement with stipulations for consideration at the September Common Council meeting along with the consideration of the approval of a TIF VI Façade Improvement Grant for the maximum of 40% of total eligible costs for Phoenix Properties. Motion failed for lack of quorum 5-0-1 with Alderperson Peloquin abstaining.

It was moved by Alderperson M. Rave, seconded by Alderperson Ammann to approve the vouchers for July 2026 Check #77238 - #77361 totaling \$661,807.98. Motion carried.

It was moved by Alderperson M. Rave, seconded by Alderperson Busse to approve the City Treasurer's Report for July 2026. Motion carried.

It was moved by Alderperson Wussow, seconded by Alderperson M. Rave to approve the Revenue & Expense Report for July 2026. Motion carried.

It was moved by Alderperson Wussow, seconded by Alderperson M. Rave to adjourn. Motion carried at 6:43pm.

A. Brad Chown
City Administrator

The Airport Commission met at the Black River Area Airport on July 16, 2026 at 5:30 P.M. Commissioners Desiree Gearing-Lancaster, Ed Chamberlain, Garth Rolbiecki, and Dale Hoff present. Other attendees included Airport Mgr. Frank Voge, SEH Representative Melissa Underwood, Landin Tridle, Keith Tridle, BRF City Administrator Brad Chown, WI DOT Bureau of Aeronautics Representative Colin Davidson, Dale Klevgard and Jeff Butzer. Commissioner Kylee Wussow was absent.

1. The meeting was called to order at 5:30 P.M. by Chairperson Gearing-Lancaster.
2. It was moved by Commissioner Hoff; seconded by Commissioner Chamberlain to approve the April 2026 minutes. Motion carried.
3. It was moved by Commissioner Rolbiecki; seconded by Commissioner Hoff to approve the financial vouchers presented by Voge. Motion carried.
4. Airport Mgr. Voge and presented his report:
 - a. Master Plan: SHE Representative, Melissa Underwood spoke on the Master Plan overview, runway maintenance and attracting more aircraft. Dale Klevgard spoke about attracting younger ages and spreading information at training sessions. Discussion was joined by Jeff Butzer, BRF City Admin Brad Chown and Keith Trindle. Melissa Underwood presented an overview of the Master Plan for 20-year projections.
 - b. Cameras: discussion of cameras for tracking the use of the airport.
 - c. Fuel system has been upgraded
 - d. Airport Hanger Leases: renewed interest in hangers.
 - e. Remote Communications: to be decommissioned. Pilots used in past on the ground for flight information.

Next Meeting: October 15, 2026 at 5:30 P.M.

5. Moved by Commissioner Hoff to adjourn; seconded by Commissioner Rolbiecki. Motion carried at 6:33 P.M.

Respectfully submitted by,
Kylee Wussow, Airport Commission
transcribed by notes taken by Ed Chamberlain

BLACK RIVER FALLS UTILITY COMMISSION MEETING MINUTES

August 31, 2026

Utility Commission President John Lund called a meeting of the Black River Falls Municipal Utility Commission to order on August 31, 2026 at 3:30 p.m. in the Utility Conference Room at 349 South McKinley Street. Commissioners in attendance were Jeff Amo, Jay Eddy, and Don Mathews. Also present were General Manager Casey Engebretson, Office Manager Sam Linehan, Water Lead Jeff Bauer, and Garrett Aleckson (Banner Journal).

A motion was made by Commissioner Eddy and seconded by Commissioner Amo to approve the minutes from the July 27th, 2026 regular meeting.

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

The Commission reviewed the July vouchers.

A motion was made by Commissioner Amo and seconded by Commissioner Mathews to approve the accounts payable vouchers; CK #43928 – 43990 and EP #101037 - 101045 – Totaling \$670,052.28.

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

The Commission reviewed the July 2026 arrears.

The Commission reviewed the 2027 draft electric, water, and sewer budgets. Casey Engebretson and Sam Linehan outlined material additions to the budget, including increases to wages and benefits, larger planned maintenance projects, and the addition of wages, benefits, and taxes for a potential journey lineman hire in the second half of 2027. Sam and Casey answered questions and will incorporate some revisions into the final budget, to be approved at the September meeting.

Casey Engebretson informed the Commission that the Utility has received approximately \$56,000 to-date from the PFAS litigation. Casey is expecting one more final installment payment.

Casey Engebretson provided an update to the Commission regarding the WWTP's WPDES 5-year permit renewal. The current permit expires at the end of 2027. The application for permit renewal is due by June 30, 2027. The application and required testing is complete. An application for renewal of the phosphorus multi-discharger variance is also required and must be included as part of the renewal process, along with an economic impact analysis. These items are also complete and will be submitted with the WPDES permit renewal application. As Mayor, Commissioner Eddy is the designated Authorized Representative and is responsible for submitting the application(s). Casey will review the applications and supporting documentation with Commissioner/Mayor Eddy and Commissioner Eddy will submit.

Casey Engebretson reminded the Commission that the WDNR has issued a WPDES Wastewater Sludge PFAS General Permit, requiring PFAS testing on the sludge at the WWTP. Test results were received, however, the WDNR were concerned about the accuracy of the test results, due to there being a quality control qualifier from the laboratory. The WDNR is requiring the Utility to re-test. The re-test will be conducted at the WI State Lab of Hygiene, at no cost to BRFMU.

Casey Engebretson informed the Commission that the old bucket truck was sold at auction for \$15,000. This was slightly higher than what was projected. The Utility received a check from the auction service for \$14,850, which is the total amount, less the \$150 flat fee.

BRFMU IS AN EQUAL OPPORTUNITY PROVIDER

Casey Engebretson provided an update on the extension to the WPPI Energy Long-Term Power Supply contract. Casey stated that the Resolutions, Amendment, and legal opinion were all completed and sent to WPPI. Casey has confirmed that the documents were received by WPPI.

Casey Engebretson presented a potential rate filing to the Commission for consideration. Casey explained that the Pgs rate file is for customers that have installed their own generation, most commonly solar arrays. Under the current Pgs rate tariff, if customers generate energy in excess of what is used, the excess energy is exported to BRFMU's distribution system and BRFMU compensates the customer at a retail rate. The retail rate is designed to recover costs incurred by BRFMU for the purchase of energy and the cost for delivery to the customer. Although the excess generation allows BRFMU to avoid costs for the purchase of energy, the cost component of delivery remains as the customer needs the connection to the distribution system, regardless if the customer is receiving or exporting energy. Therefore, under the current retail rate structure paid for excess generation, the Pgs customer is not paying their fair share of delivery cost, and are actually being subsidized by non-Pgs customers. The new Pgs rate would pay new Pgs customers at the wholesale rate (avoided cost) for energy. Existing Pgs-1 customers would be grandfathered for 10 years under the retail rate.

A motion was made by Commissioner Mathews and seconded by Commissioner Amo to authorize Casey Engebretson to work with WPPI to file revised Pgs-1 and Pgs-2 rate tariffs.

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

Casey Engebretson received a tuition assistance request from Jeff Bauer and presented it to the Commission for consideration. The Commission confirmed that the training was relevant to utility operations and provided benefit to Jeff's professional development. Casey stated the process included an agreement and proof of completion requirements.

A motion was made by Commissioner Mathews and seconded by Commissioner Amo to authorize reimbursement of 80% of total costs, not to exceed \$3,500, upon successful completion of the certificate programs (with a Grade of C or better).

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

Next Meeting: September 28, 2026 @ 3:30 p.m.

A motion was made by Commissioner Eddy and seconded by Commissioner Mathews to adjourn the meeting at 4:28 p.m.

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

Casey Engebretson, General Manager
comm.mtg.minutes.8.31.2026

DEVELOPMENT AND FAÇADE IMPROVEMENT GRANT AGREEMENT

Black River Phoenix Properties, LLC

34 South First Street, Black River Falls, Wisconsin

This Development and Façade Improvement Grant Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the **City of Black River Falls, Wisconsin**, a Wisconsin municipal corporation ("City"), and **Black River Phoenix Properties, LLC**, a Wisconsin limited liability company ("Developer").

RECITALS

A. Developer is the owner, or represents that it is the lawful owner, of certain real property located at 34 South First Street, Black River Falls, Wisconsin, identified as Jackson County Parcel No. 206-0580.0000, and more particularly described in Exhibit A attached hereto ("Property").

B. The Property is located within the City's Tax Increment Finance District VI and is eligible for consideration under the City's TIF VI Downtown Façade Improvement Grant Program ("Grant Program").

C. Developer submitted an application to the City for financial assistance through the Grant Program for exterior rehabilitation and façade improvements to the Property. The application, plans, renderings, specifications, proposed improvements, and supporting materials submitted by Developer are incorporated herein by reference and collectively constitute the approved development plan attached as Exhibit B ("Developer Improvements").

D. The Developer Improvements generally include exterior restoration and rehabilitation work described in Developer's application, including selective demolition, masonry tuckpointing and repair, concrete repair and frost stoop improvements, doors, windows, storefront improvements, exterior painting, exterior electrical work, and related eligible exterior improvements.

E. The City has determined that completion of the Developer Improvements is consistent with the purposes and objectives of the Grant Program, the City's Tax Increment Finance District VI, downtown historic preservation and revitalization objectives, and the public interest.

F. The City has agreed to provide financial assistance to Developer in accordance with the terms and conditions contained herein, provided Developer fully performs its obligations under this Agreement.

G. The parties intend that this Agreement and the obligations contained herein shall be binding upon the parties and, where applicable, their respective successors and assigns.

NOW, THEREFORE, in consideration of the foregoing recitals, which are contractual, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I

INTERPRETATION AND GENERAL STANDARDS

Section 1.1 – Role of Agreement

This Agreement establishes the terms and conditions governing the Developer Improvements and the City's reimbursement grant. This Agreement includes this document together with all exhibits, plans, applications, specifications, rules, ordinances, statutes, and regulations incorporated herein by reference.

In the event of a conflict between this Agreement and the Developer's application or supporting documents, the requirements of this Agreement shall control.

Section 1.2 – Standards and Codes

Developer shall perform all work in compliance with all applicable City ordinances, building codes, zoning requirements, historic preservation requirements, state and federal laws, rules, regulations, permits, and approvals in effect at the time the work is performed.

Developer shall be solely responsible for obtaining and paying for all permits, licenses, approvals, inspections, professional services, certifications, and other requirements necessary to perform the Developer Improvements.

Section 1.3 – Independent Contractor

Developer and its contractors and subcontractors are independent contractors. Nothing contained in this Agreement shall be construed as creating an employment, agency, partnership, joint venture, or other relationship between the City and Developer or between the City and any contractor, subcontractor, consultant, or supplier retained by Developer.

ARTICLE II

DEVELOPER IMPROVEMENTS

Section 2.1 – Required Developer Improvements

Developer shall complete all improvements, activities, repairs, rehabilitation work, and other work represented or described in the Developer's approved Grant Program application, plans, renderings, specifications, estimates, and supporting documentation, except for modifications specifically approved in writing by the City.

The Developer Improvements shall be performed in a good and workmanlike manner and in substantial conformity with the approved application and Exhibit B.

No material modification, deletion, substitution, or reduction in the approved scope of work may be made without prior written approval of the City.

Section 2.2 – Completion Deadline

Developer shall fully complete the Developer Improvements within twelve (12) months from the date this Agreement is approved and executed by the City, unless an extension is approved in writing by the City prior to expiration of the twelve-month period.

Failure to complete the Developer Improvements within the required time shall constitute grounds for the City to deny reimbursement in whole or in part.

Section 2.3 – Contractor Selection and Responsibility

Developer shall be solely responsible for selecting, contracting with, supervising, and paying all contractors, subcontractors, consultants, architects, engineers, suppliers, and other persons or entities involved with the Developer Improvements.

The City shall have no responsibility for the quality, performance, acts, omissions, payment, or contractual obligations of any contractor or other person retained by Developer.

Section 2.4 – Inspection and Acceptance

The City's review, inspection, or observation of the Developer Improvements shall not relieve Developer from responsibility for complying with this Agreement or applicable laws and shall not impose any liability upon the City.

Before reimbursement, the City may require evidence satisfactory to the City that:

1. all Developer Improvements required by this Agreement have been satisfactorily completed;
2. all required permits and inspections have been obtained and completed;
3. all contractors, subcontractors, suppliers, and other providers have been paid;
4. the Developer Improvements conform to the approved application, plans, and Grant Program requirements;
5. no delinquent charges, taxes, assessments, fees, or other obligations relating to the Property are due to the City; and
6. all documentation required under Article III has been provided.

ARTICLE III

FAÇADE IMPROVEMENT GRANT

Section 3.1 – Grant Award

Subject to Developer's full compliance with this Agreement, the City shall provide Developer with a reimbursement grant equal to forty percent (40%) of the total eligible project costs

actually incurred and paid by Developer, provided that the City's total reimbursement shall not exceed One Hundred Twenty Thousand Dollars (\$120,000.00).

Only costs determined by the City to be eligible under the Grant Program and this Agreement shall be included in calculating the reimbursement.

Notwithstanding any estimates, bids, projections, or costs shown in the application, Developer shall have no right to reimbursement for more than forty percent (40%) of actual eligible costs or \$120,000.00, whichever is less.

Section 3.2 – Eligible Costs

Eligible costs shall be limited to improvements qualifying for reimbursement under the Grant Program and included within the approved scope of work.

Costs associated with work that is not eligible under the Grant Program, was completed prior to authorization, materially differs from the approved scope, or is otherwise determined by the City to be ineligible shall not be reimbursed.

Section 3.3 – Reimbursement Request

The Grant shall be paid only as a reimbursement following completion of the Developer Improvements.

Developer shall submit a written reimbursement request to the City together with documentation satisfactory to the City, including, at a minimum:

1. final invoices identifying the work performed;
2. proof of payment of all eligible costs for which reimbursement is requested;
3. photographs documenting the completed improvements;
4. copies of required permits and final inspection approvals, when applicable;
5. lien waivers or other evidence requested by the City demonstrating that contractors and suppliers have been paid; and
6. any additional information reasonably requested by the City to verify compliance with this Agreement and the Grant Program.

The City reserves the right to refuse reimbursement, in whole or in part, for any work that does not conform to this Agreement, the Grant Program, the approved application, or applicable codes and regulations.

Section 3.4 – No Advance Payment

Developer acknowledges that the Grant is strictly a reimbursement grant. Developer shall be solely responsible for financing and paying all project expenses prior to reimbursement by the City.

Developer assumes all risk that any particular expenditure may ultimately be determined to be ineligible for reimbursement.

Section 3.5 – Five-Year Restriction on Transfer to Nonprofit Entity

As a material condition of the City's Grant, Developer agrees that for a period beginning on the date the City issues the final Grant reimbursement and continuing for five (5) years thereafter ("Restricted Period"), Developer shall not sell, convey, transfer, assign, donate, or otherwise transfer legal or beneficial ownership of the Property, in whole or in part, to any nonprofit organization, tax-exempt organization, charitable organization, or other entity whose ownership would cause the Property to become exempt from real property taxation, without the prior written approval of the City.

Developer further agrees that it shall not structure any transaction during the Restricted Period for the purpose of circumventing this restriction or causing the Property to become owned by or for the benefit of a nonprofit or tax-exempt entity.

This restriction shall be binding upon Developer and its successors and assigns and shall constitute a covenant affecting the Property during the Restricted Period.

Section 3.6 – Repayment Upon Violation of Transfer Restriction

If Developer transfers the Property in violation of Section 3.5 during the Restricted Period, the City may require repayment of the Grant.

Unless otherwise approved by the Common Council, the amount due to the City shall be the entire amount of Grant funds previously reimbursed to Developer, together with the City's reasonable costs of collection, including attorney fees to the extent permitted by law.

Any repayment obligation under this Section shall survive the transfer of the Property.

Section 3.7 – Recordation

To protect the City's interest and provide notice of the restrictions contained herein, the City may record this Agreement, or a memorandum of this Agreement, with the Jackson County Register of Deeds.

Developer agrees to execute any reasonable document requested by the City to evidence the five-year restriction contained in Section 3.5.

Upon expiration of the Restricted Period and satisfaction of all obligations under this Agreement, the City shall, upon reasonable request, execute documentation acknowledging termination of the restriction.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 – Compliance With Laws

Nothing contained in this Agreement shall constitute a waiver of any requirement imposed by City ordinance or by applicable federal or state law.

All Developer Improvements shall be performed in accordance with applicable City, State of Wisconsin, and federal requirements.

Section 4.2 – Indemnification

Developer shall indemnify, defend, and hold harmless the City and its elected and appointed officials, officers, employees, agents, consultants, and representatives from and against any and all claims, demands, liabilities, damages, losses, costs, expenses, actions, or causes of action arising from or relating to the Developer Improvements, except to the extent caused by the negligent or unlawful acts of the City.

Developer shall require its contractors to maintain appropriate liability, workers' compensation, and other insurance applicable to the work performed.

Section 4.3 – Assignment and Successors

This Agreement shall be binding upon Developer and its successors and assigns.

Developer may not assign its rights to receive Grant funds under this Agreement without prior written approval of the City.

No assignment, sale, conveyance, or other transfer shall relieve Developer from any obligation that arose prior to the transfer or from any obligation expressly stated herein to survive transfer.

Section 4.4 – Developer Representation Regarding Ownership

Developer represents and warrants that it has sufficient legal ownership or authority over the Property to enter into this Agreement, perform the Developer Improvements, and subject the Property to the restrictions contained herein.

If title to the Property is held by an entity or person other than Developer at the time of execution, the City may require the record owner to join in and consent to this Agreement as a condition of Grant eligibility or reimbursement.

Section 4.5 – No Third-Party Beneficiaries

This Agreement is intended solely to establish the respective rights and obligations of the City and Developer. Nothing contained herein is intended to create any right, claim, cause of action, or benefit in favor of any person or entity not a party to this Agreement.

Section 4.6 – No Waiver of Governmental Authority

Developer understands and acknowledges that the City cannot surrender its governmental authority by contract.

Nothing contained herein shall preclude or limit the City's exercise of any governmental, regulatory, police, zoning, building, taxing, or other authority vested in the City by law.

The City reserves all statutory and common-law immunities and defenses.

Section 4.7 – Notices

Any notice required under this Agreement shall be in writing and shall be personally delivered or mailed to the following:

To the City:

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

To the Developer:

Black River Phoenix Properties, LLC
Attn: Edward H. Davis
N4873 Morken Road
Melrose, WI 54642

Either party may change its notice address by written notice to the other party.

Section 4.8 – Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

Section 4.9 – Entire Agreement and Amendments

This Agreement, including its exhibits and incorporated documents, constitutes the entire agreement between the parties concerning the Grant and Developer Improvements.

No amendment or modification shall be effective unless made in writing and signed by authorized representatives of both parties.

Section 4.10 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic, digital, or PDF signatures shall be treated as original signatures to the extent permitted by law.

Section 4.11 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Personal jurisdiction and venue for any civil action arising out of or relating to this Agreement shall be in the Circuit Court for Jackson County, Wisconsin, unless that Court lacks jurisdiction.

Section 4.12 – Legal Review

The parties acknowledge that each has had the opportunity to review this Agreement and obtain advice from legal counsel before execution.

No provision shall be construed more strictly against either party because that party or its attorney prepared or proposed the provision.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement in Black River Falls, Wisconsin, as of the date first written above.

CITY OF BLACK RIVER FALLS

By: _____

Jay Eddy, Mayor

Date: _____

By: _____

A. Brad Chown, City Administrator

Date: _____

BLACK RIVER PHOENIX PROPERTIES, LLC

By: _____

Edward H. Davis, Authorized Representative

Title: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Property commonly known as:

34 South First Street

Black River Falls, Wisconsin 54615

Jackson County Parcel No. 206-0580.0000

Legal description to be inserted from the recorded deed or other title document before execution.

EXHIBIT B

APPROVED DEVELOPMENT AND FAÇADE IMPROVEMENT PLAN

The Developer's approved TIF VI Façade Improvement Grant Program application for 34 South First Street, together with the plans, architectural drawings, renderings, specifications, cost estimates, and supporting materials submitted with the application, is incorporated into this Agreement by reference.

Developer shall complete all approved exterior improvements contained therein, subject only to modifications approved in writing by the City.



City of
Black River Falls

TIF VI FAÇADE IMPROVEMENT GRANT PROGRAM

FOR OFFICE USE ONLY:

Date Received: <u>June 17, 2026</u>	Amount Requested: <u>\$144,255.00</u>
Date Reviewed: <u>July 9, 2026</u>	Tax ID Number: <u>206-0580.0000</u>

PROPERTY OWNER INFORMATION

☐ Check if Applicant

Name: Ed and Pat Davis Family Trust Year Purchased: 2024
Address: 34 South First Street
Telephone: 715-896-3442 Email Address: edavis@centurytel.net

BUSINESS INFORMATION

☒ Check if Applicant

Business Name: Black River Phoenix Properties, LLC ETO: B090037
Primary Contact: Ed davis
Address: N4873 Morken Road, Melrose, WI 5464272
Telephone: 715-896-3442
Type of Business: Commercial Property Investment & Improvement

Check the appropriate type of ownership:

☒ The business owns the property

☐ The business leases the property

PROPOSED IMPROVEMENTS

Describe the Storefront Façade Improvements:

See attached facade improvement renderings and list of proposed remedial repairs.

Describe any other improvements, if applicable:

Estimated Cost of Improvements: \$ 288,510.00

Amount of funding from other grants: \$ 0

Grant amount requested: \$ 144,255.00

Have you engaged the services of a Contractor, Designer or Architect:



Yes



No

Would you be able to complete the improvements this year:



Yes



No

APPLICATION PROCESS

1. The following documents must accompany a completed application:

- a. Proof of property ownership or lease.
- b. Written consent from the property owner giving permission to conduct the façade improvements.
- c. Color photographs of existing storefront façade conditions.
- d. Two or more competitive proposals from contractors.
- e. Other supporting documentation deemed necessary by the Historic Preservation Committee or the Applicant.

2. Process after application submission

- a. A meeting will take place to go over the submitted improvement proposal to discuss grant expectations and to address grant concerns.
- b. After façade improvements are complete, the grant funds will be disbursed for reimbursement to the applicant after all of the following pieces of information have been submitted:
Proof of Final Inspection by the Building Inspector (if applicable), A copy of the Final Invoice Received from Contractor, Photos of improvements, Proof of Payment to Contractor (i.e. receipt, invoice, etc.)
- c. The HPC reserves the right to refuse reimbursement in whole or part for work that does not conform to the program guidelines, the proposal submitted, and/or is not completed within 1 year of award.

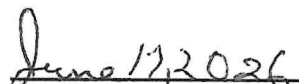
APPLICANT ACKNOWLEDGEMENTS

1. The Applicant shall hold the City of Black River Falls, its officers, consultants, attorneys and agents harmless from any and all claims arising from or in connection with the Grant Program or its Application, including but not limited to, any legal or actual violations of any State or Federal laws.
2. The Applicant recognizes and agrees that the City of Black River Falls and the Historic Preservation Committee retain absolute authority and discretion to decide whether or not to accept or deny any particular Grant Applicant, and that all expenditures, obligations, costs, fees, or liabilities incurred by the Applicant in connection with the Grant Application are incurred by the Applicant at its sole risk and expense.
3. The Applicant acknowledges that they have read the TIF VI Façade Improvement Grant Program and understand that if the proposal is approved, they will make the above referenced improvements to the property within the specific time allowed.

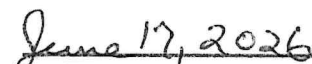
The undersigned, a duly authorized representative of the Applicant, hereby certifies that the foregoing information is true, correct and complete as of the date hereof and agrees that the Applicant shall be bound by the terms and provisions herein.



APPLICANT'S SIGNATURE


DATE

PROPERTY OWNER'S SIGNATURE


DATE

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2025
CITY OF BLACK RIVER FALLS
JACKSON COUNTY

ED & PAT DAVIS FAMILY TRUST
N4873 MORKEN RD
MELROSE WI 54642-8111

DAVIS FAMILY TRUST, ED & PAT
BILL NUMBER: 380688
IMPORTANT: · Correspondence should refer to parcel number.
· See reverse side for important information.
· Be sure this description covers your property. This description is
for property tax bill only and may not be a full legal description.
418890 403871 403637 388516 ACRES: 0.124
SEC 15, T 21 N, R 04 W, SW¼ of SE¼
LOT 6 BLK 15 KNAPP & WILLIAMSON'S PLAT

Property Address: 34 S 1ST ST

Parcel #: 206-0580.0000
Alt. Parcel #:

Assessed Value Land 17,600	Ass'd. Value Improvements 83,900	Total Assessed Value 101,500	Ave. Assmt. Ratio 0.9328	Net Assessed Value Rate (Does NOT reflect credits) 0.018639665
Est. Fair Mkt. Land 18,900	Est. Fair Mkt. Improvements 89,900	Total Est. Fair Mkt. 108,800	☐ A Star in this box means Unpaid Prior Year Taxes	School taxes reduced by school levy tax credit \$ 121.24

Taxing Jurisdiction	2024 Est. State Aids Allocated Tax Dist.	2025 Est. State Aids Allocated Tax Dist.	2024 Net Tax	2025 Net Tax	% Tax Change
JACKSON COUNTY	332,828	323,296	512.63	544.61	6.2%
CITY OF BLACK RIVER FALLS	1,225,513	1,249,196	727.98	751.52	3.2%
BLK RIVER FALLS SD 0476	4,147,921	4,012,215	471.93	498.49	5.6%
VOC DIST-LA CROSSE	262,666	254,389	96.54	97.31	0.8%
Total	5,968,928	5,839,096	1,809.08	1,891.93	4.6%
			54.56	51.25	-6.1%
			1,754.52	1,840.68	4.9%

Make Check Payable to:
BRF CLERK/TREASURER
CITY OF BLACK RIVER FALLS
101 SOUTH 2ND ST
BLACK RIVER FALLS WI 54615
715-284-5514

Full Payment Due On or Before January 31, 2026
\$2,069.06

Or First Installment Due On or Before January 31, 2026
\$1,148.72

And Second Installment Payment Payable To
JACKSON COUNTY TREASURER
TABITHA CHONKA-MICHAUD
307 MAIN ST
BLACK RIVER FALLS WI 54615

And Second Installment Due On or Before July 31, 2026
\$920.34

FOR TREASURERS USE ONLY

PAYMENT _____
BALANCE _____
DATE _____

TO RECEIVE RECEIPT, ENCLOSE A
SELF-ADDRESSED STAMPED ENVELOPE WITH
PAYMENT

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction
BLK RIVER FALLS SD 0476

Total Additional Taxes 114,834.42
Total Additional Taxes Applied to Property 32.81
Year Increase Ends 2041

Net Property Tax 1,840.68
OTHER SPECIAL ASSESSMENT 228.38

TOTAL DUE FOR FULL PAYMENT

Pay By January 31, 2026

► \$ 2,069.06

Warning: If not paid by due dates, installment option is lost
and total tax is delinquent subject to interest and, if applicable,
penalty. Failure to pay on time. See reverse.

PA-686/2 (R. 8-15)

PLEASE RETURN LOWER
PORTION WITH REMITTANCE

REAL ESTATE PROPERTY TAX BILL FOR 2025

Bill #: 380688
Parcel #: 206-0580.0000
Alt. Parcel #:

Total Due For Full Payment \$2,069.06
Pay to Local Treasurer By Jan 31, 2026

OR PAY INSTALLMENTS OF:

1ST INSTALLMENT Pay to Local Treasurer	2ND INSTALLMENT Pay to County Treasurer
\$1,148.72 BY January 31, 2026	\$920.34 BY July 31, 2026

☐ Check For Billing Address Change.

ED & PAT DAVIS FAMILY TRUST
N4873 MORKEN RD
MELROSE WI 54642-8111

FOR TREASURERS USE ONLY

PAYMENT _____
BALANCE _____
DATE _____



State of Wisconsin

Department of Financial Institutions

Search for:

Black River Phoenix Properties

[Search Records](#)[Search](#)
[Advanced Search](#)
[Name Availability](#)**Corporate Records**Result of lookup for **B090037** (at 6/17/2026 3:23 PM)**BLACK RIVER PHOENIX PROPERTIES, LLC**You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)**Vital Statistics**

Entity ID B090037

Registered Effective Date 03/26/2018

Period of Existence PER

Status Restored to Good Standing [Request a Certificate of Status](#)

Status Date 01/12/2026

Entity Type Domestic Limited Liability Company

Annual Report Requirements Limited Liability Companies are required to file an Annual Report under s. 183.0212, WI Statutes.

Addresses

Registered Agent Office EDWARD H DAVIS
N4873 MORKEN RD
MELROSE , WI 54642
[File a Registered Agent/Office Update Form](#)

Principal Office N4873 MORKEN RD
MELROSE , WI 54642-8111

Historical Information**Annual Reports**

Year	Reel	Image	Filed By	Stored On
2026	000	0000	online	database
2024	000	0000	online	database
2023	000	0000	online	database
2022	000	0000	online	database

2021	000	0000	online	database
2020	000	0000	online	database
2019	000	0000	online	database

[File an Annual Report](#) - [Order a Document Copy](#)

**Certificates of
Newly-elected
Officers/Directors**

None

Old Names

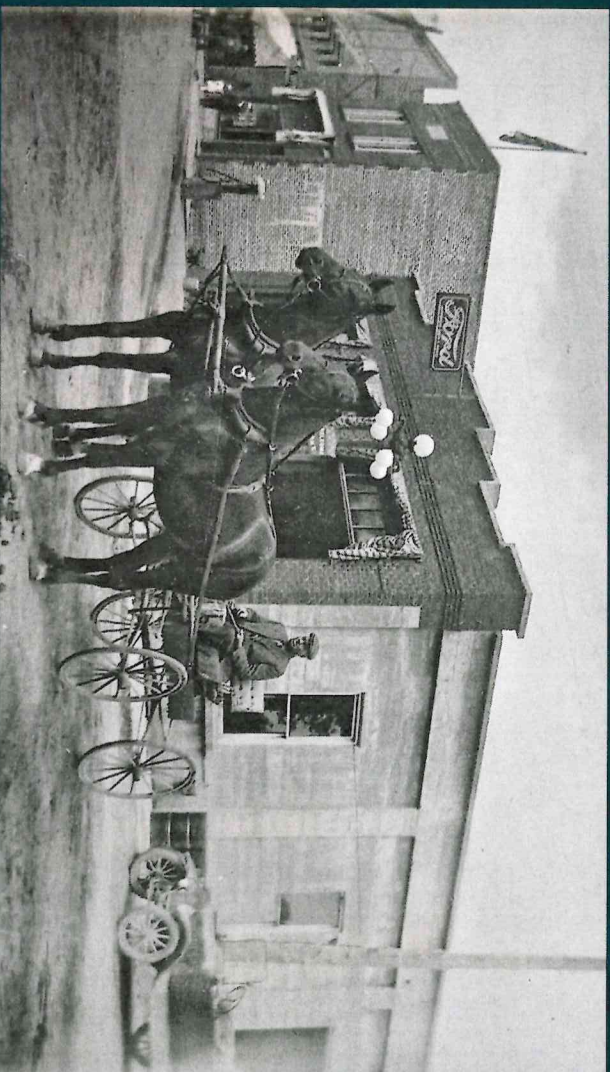
None

Chronology

Effective Date	Transaction	Processed Date	Description
03/26/2018	Organized	03/26/2018	E-Form
01/23/2019	Change of Registered Agent	01/23/2019	OnlineForm 5
02/02/2023	Change of Registered Agent	02/02/2023	OnlineForm 5
01/01/2026	Delinquent	01/01/2026	
01/12/2026	Change of Registered Agent	01/12/2026	OnlineForm 5
01/12/2026	Restored to Good Standing	01/12/2026	OnlineForm 5

[Order a Document Copy](#)

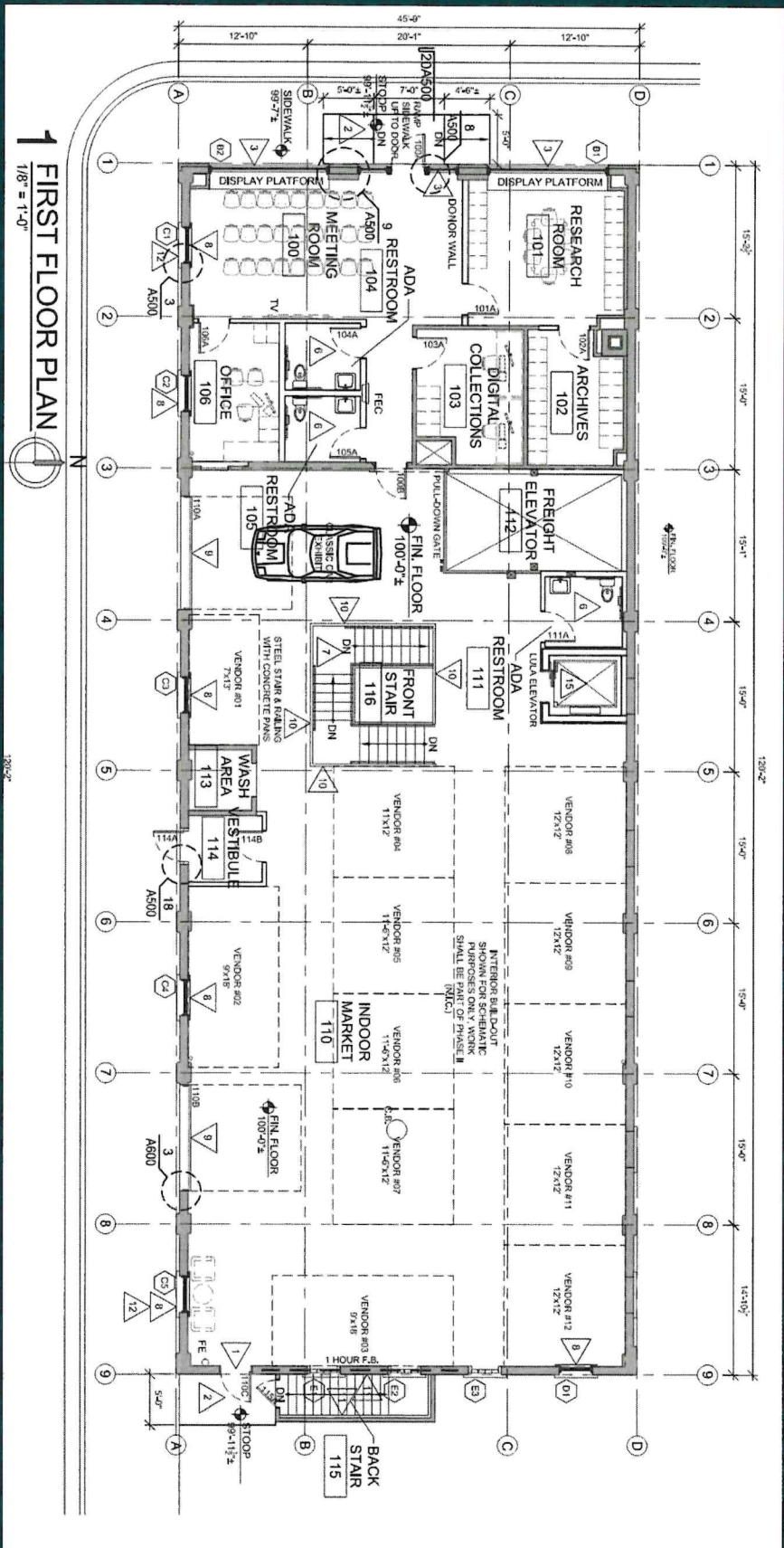
JACKSON COUNTY HISTORICAL SOCIETY MUSEUM



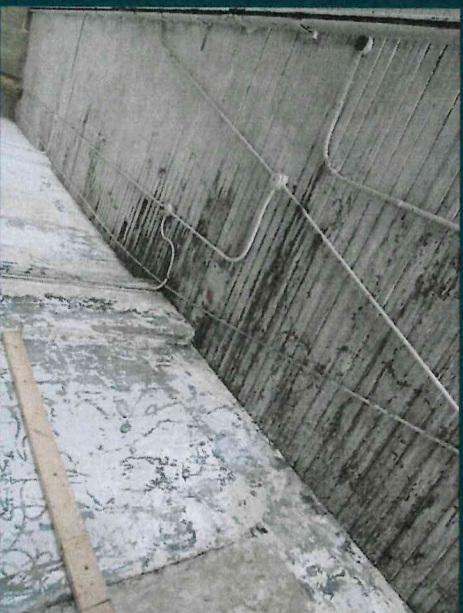
Marc Zettler, NCARB, APT
ZETTLER DESIGN STUDIO, LLC



FIRST FLOOR PLAN



FIRST FLOOR PHOTOS



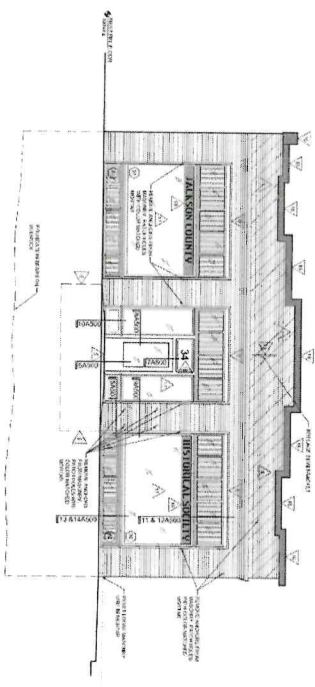
BASEMENT PLAN



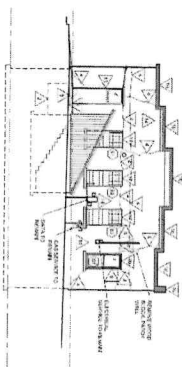
BASEMENT PHOTOS



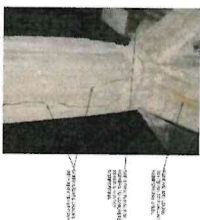
EXTERIOR



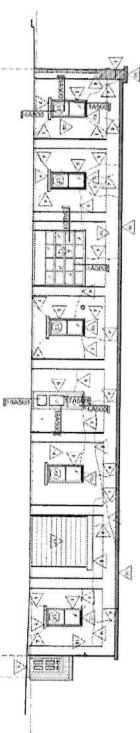
1 WEST (FRONT) ELEVATION



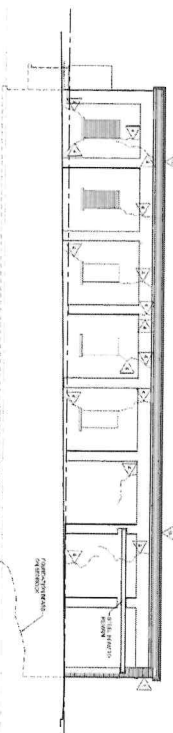
2 EAST (BACK) ELEVATION



P1 DAMAGED COLUMN
NOVEL



3 SOUTH ELEVATION



4 NORTH ELEVATION

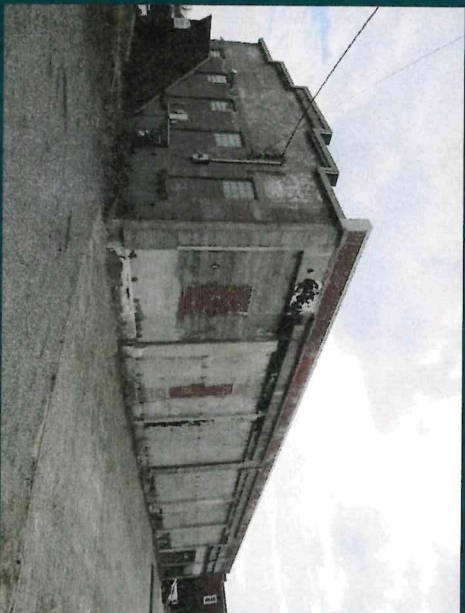
[illegible]

ELEVATION KEY NOTES:

1. Δ = 7' (7' above ground)
2. Δ = 10' (10' above ground)
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138. Δ = 690' (690' above ground)
139. Δ = 695' (695' above ground)
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141. Δ = 705' (705' above ground)
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143. Δ = 715' (715' above ground)
144. Δ = 720' (720' above ground)
145. Δ = 725' (725' above ground)
146. Δ = 730' (730' above ground

A200

EXTERIOR PHOTOS



McManners & Landers Ford Garage Building
34 S. First Street
Black River Falls, WI

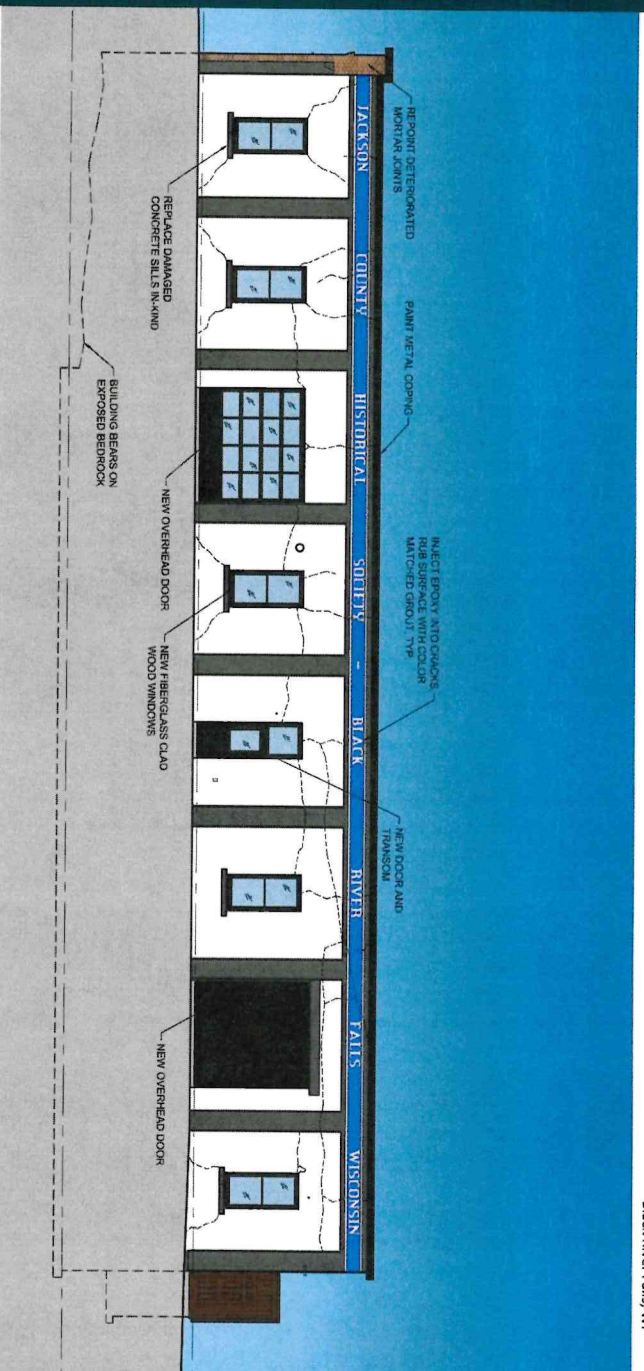


**ZETTLER
DESIGN
STUDIO**

RENDERINGS

Rendered Building Elevations

McManners & Landers Ford Garage Building
34 S. First Street
Black River Falls, WI



**ZETTLER
DESIGN
STUDIO**

PROPOSED
SOUTH ELEVATION
SCALE: 0' 4' 8' 16'

July 2025

Facade Grant Application

DRAWINGS ARE NOT FOR CONSTRUCTION

BUDGET

Phase I – Exterior:

Item:	Cost:
General Conditions @ 8%:	\$21,370
Selective Demolition:	\$28,600
Masonry Tuckpointing:	\$9,900
Concrete Repair/Frost Stoop:	\$115,000
New Doors:	\$33,000
New Windows @ \$4k each:	\$24,000
New Storefront @ \$90/sf:	\$39,960
Exterior Painting:	\$5,000
Electrical Allowance – Exterior:	\$10,000
<u>Lift Rental:</u>	<u>\$1,680</u>

Phase I Total Budget: **\$288,510***

Phase I – Exterior:

Item:	Cost:
General Conditions @ 8%:	\$68,110
Selective Demolition:	\$13,500
Concrete Repair/Frost Stoop:	\$40,530
Structural Steel Allowance:	\$35,000
Carpentry and Drywall:	\$65,220
Interior Doors and Trim:	\$48,000
Finishes:	\$91,190
LULA Elevator:	\$75,000
HVAC (Heating & Cooling):	\$202,640
Electrical:	\$253,300
<u>Plumbing:</u>	<u>\$27,000</u>

Phase II Total Budget: **\$919,490***

*It is highly recommended for the owner to carry a 20% contingency when working on existing buildings.

QUESTIONS

City of Black River Falls



Façade Improvement Grant Program

Tax Increment Finance (TIF) District VI – Downtown

Approved by Common Council 6/4/2024

Façade Improvement Grant Program – TIF District VI (6)

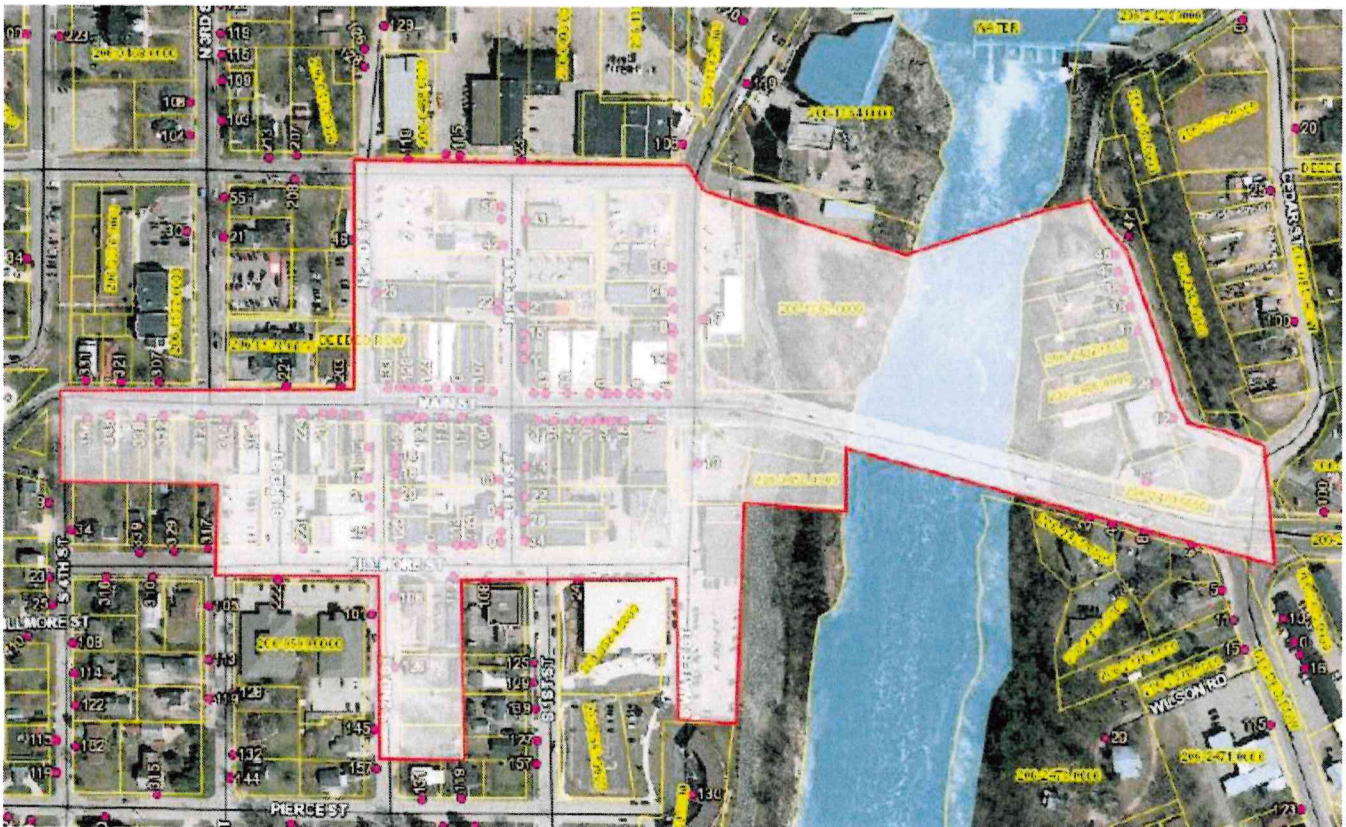
The City of Black River Falls Historic Preservation Commission (HPC) is responsible for administering a “TIF VI Downtown Façade Improvement Grant Program,” intended to stimulate improvements to the exterior of downtown commercial or mixed-use buildings.

Purpose

The purpose of this program is to provide financial assistance to commercial property owners within Tax Increment Financing District VI in order to upgrade and improve the facades and appearance of commercial/retail buildings. The goal of this program is to strengthen the vitality of Main Street by improving the pedestrian experience, increasing building transparency, preserving historically significant architecture, and beautifying buildings through façade revitalization efforts which will have a lasting impact on downtown Black River Falls. The Façade Improvement Grant Program is funded to stimulate building improvements while being mindful of the historical significance and uniqueness of the downtown structures.

Eligible Properties

Owners of existing commercial/retail buildings within the downtown Tax Increment Finance District VI, see map below.



Ineligible Properties

- Any property owned by a unit of government (federal, state, county, local, tribal, etc.);
- Property owned by religious groups or by a non-profit organization on which real estate taxes are not being paid;
- Properties that have any delinquent payments due to the City, such as bills, charges, or taxes.
- Properties exclusively used as residences.

Eligible Activities

- Restoration and rehabilitation of the building's exterior wall(s) that are viewable from a public street (alleys are not included). Examples include (list is not all inclusive):
- Storefronts
- Signage *
- Doors and windows *
- Wall treatments (painting, acid washes, etc.)
- Details (light fixtures, awnings, etc.) *
- Building additions that meet local building codes and zoning requirements and the principles and guidelines of the Program.

* Costs associated with these improvements may only be considered for matching grant funds if they are part of an overall building improvement project or restoration project. For example, replacing awnings, signage, or windows that are not historically relevant does not meet the intent of the program and will not qualify for matching grant funds. The HPC reserves the right to approve these improvements for projects that restore the historical integrity of the building.

Ineligible Activities

- Interior improvements, fixtures and furnishings, or roof repair, not visible from the street.
- Removal of architecturally significant features.
- Purchase of property.
- Inventory or operating capital.
- Any activity completed prior to receiving final approval of grant funds.

Historic Buildings

All structural and decorative elements should be repaired or replaced to match or be compatible with the original materials and design of the building to the greatest extent possible. Buildings that are an integral element of a historic streetscape should reflect and complement the character of the surrounding area to the greatest extent possible.

“Buy Local”

Whenever possible, applicants are strongly encouraged to use local contractors to complete all tasks associated with their renovation. This will not only help garner support to continue this program, but more importantly help boost our local economy.

Award Reimbursement

Reimbursement shall be limited to no more than 40% of the total cost of eligible improvements not covered by other grants or donations. No single City reimbursement shall exceed ten thousand dollars (\$10,000) unless it is approved by the Common Council.

All necessary government approvals, building permits, and taxes are not eligible for reimbursement. Projects approved for grant assistance will be required to submit a written request to release the funds upon completion of the entire project. Copies of all invoices and receipts related to the façade improvements must accompany the request for release of funding. Invoices and receipts shall clearly explain the related work (i.e. cost for square feet of brick cleaning, etc.).

The Historic Preservation Commission (HPC) reserves the right to refuse reimbursement in whole or part for work that:

- Does not conform to the program design guidelines.
- Does not conform to the proposal submitted with your application and authorized by the HP/DRC.
- Is not completed within 1 year from the date the project was approved for funding.

How to Apply

To be considered for matching grant assistance, the property owner will complete the attached “TIF VI Façade Improvement Grant Program” application and deliver it to the City Administrator at 101 South Second Street, Black River Falls, WI 54615. **Only applications that contain all required information will be considered for funding.**

All complete applications for façade improvement matching grant assistance will be reviewed by the HPC to determine the project’s compliance with the specific standards contained within this Program Description.

The HPC will review a complete application within approximately 30 days of receipt. The HPC will review the applications to ensure eligibility and compliance with the TIF VI Façade Improvement Grant Program requirements. Applicants will be invited to attend the public HPC meeting where review will occur. Following their review, the City Administrator will notify the applicant(s) of the HPC’s decision to approve or deny the request.

If the request for financial assistance is approved, the applicant will receive a written notice of the HPC's decision detailing the amount of funding approved, any terms and/or conditions of the approval, as well as how the funds will be released. City staff will draft a façade improvement grant agreement, outlining the grant details that shall be executed between both parties before the project can begin.

Ranking Order of Applicants

Generally, projects having the greatest aesthetic impact will be given first priority. Priority will also be given to the following:

- Projects that will encourage other restoration or redevelopment within the downtown TIF District area.
- Buildings where an immediate renovation will stop serious deterioration of the building's façade.
- Projects that improve the architectural integrity of the building and restore the historic architecture.
- Buildings where historic or architecturally significant features contributing to the building's character are in danger of being lost due to disrepair.
- Vacant properties where façade improvements would help to improve the overall appearance.
- Projects that demonstrate collaboration and will help attract people.
- Projects that will result in significant new investment and creation of jobs.
- Projects that incorporate mixed uses or multiple tenants.

Application Deadline

The application period is open until funds are extinguished. Thereafter, review and ranking of applications will occur by the City's Historic Preservation Commission. See the program description for a list of ranking criteria. Applicants are encouraged to contact the City Administrator to ensure eligibility and funding availability before they apply. Only complete applications that contain all required information will be considered.

Contact

A. Brad Chown
City Administrator
City of Black River Falls
101 S. Second Street
Black River Falls, WI 54615
Ph: (715) 284-2315
Fax: (715) 284-1777
Email: city.admin@blackriverfallswi.gov
Website: www.blackriverfalls.gov

COPY

Form
AB-220

Temporary Alcohol Beverage License

Municipality
City Black River Falls

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

Part A: Organization Information				
1. Organization Name Rotary Club of Black River Falls				
2. Organization Permanent Address P.O. Box 734				
3. City Black River Falls			4. State WI	5. Zip Code 54615
6. Mailing Address (if different from permanent address)				
7. FEIN 39 6078186	8. Date of Organization/Incorporation 07/01/1928		9. State of Organization/Incorporation Wisconsin	
10. Phone 6083871902	11. Email lmarta03553@gmail.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
Martalock-Wensel	Lynn	President	608-387-1902
Steinen	Michelle	Treasurer	715-299-8025
Torkelson	Marrienne	Secretary	715-896-3122
Olson	Dana	Historian	715-299-7937
Eberhardt	Bradley	Membership	715-896-2000

Continued →

Part C: Event Information			
1. Name of Event (if applicable) Rotary BBQ Cook Off			
2. Dates of Operation 10/10/2026		3. Hours of Operation 2pm-6pm	
4. Premises Address 1400 Tyler Street			
5. City Black River Falls		6. State WI	7. Zip Code 54615
8. County Jackson	9. Governing Municipality ☒ City ☐ Town ☐ Village of <u>Black River Falls</u>		10. Aldermanic District
11. Organizer of Event (if not the named applicant)		12. Email and/or Phone Number for Organizer of Event 608-387-1902	
13. Organizer Website		14. Event Website Face Book - Rotary Club of BRF	
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. Rotary will serve Beer for the event from the Sand Creek Brewery Beer Wagon at the Lunda Community Park upper shelter. Consumption to take place in the Upper Shelter and Great Lawn are of Lunda Park.			

Part D: Attestation			
Who must sign this application? • one officer or director of the nonprofit organization			
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.			
Last Name Martalock-Wensel		First Name Lynn	M.I. C
Title President	Email lmarta03553@gmail.com	Phone 608-387-1902	
Signature <i>Lynn C. Martalock-Wensel</i>		Date 8/13/26	

Part E: For Clerk Use Only	
Date Application Was Filed With Clerk 8/13/26	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk <i>Bruce W. Wood</i>	

CITY OF BLACK RIVER FALLS ORDINANCE NO. 906

AN ORDINANCE REPEALING AND RECREATING SECTION 11.06 OF THE CODE OF ORDINANCES FOR THE CITY OF BLACK RIVER FALLS, JACKSON COUNTY, WISCONSIN REGARDING THE PROHIBITION OF SMOKING, VAPING, AND TOBACCO PRODUCTS.

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

SECTION 1. Section 11.06 of the Code of Ordinances of the City of Black River Falls is hereby repealed and recreated to read as follows:

11.06 SMOKING, VAPING, AND TOBACCO PRODUCTS PROHIBITED

- (1) Smoking, the use of electronic vaping devices, and the use of tobacco products, is/are prohibited from occurring within the fenced in area surrounding an area commonly referred to as the “All-Abilities Park” located at 1400 Tyler Street in the City of Black River Falls, Wisconsin, or within twenty feet of the outside of said boundary fence.
- (2) Smoking, the use of electronic vaping devices, and the use of tobacco products, is/are prohibited from occurring within the area commonly referred to as “Marks Fields” located at 650 North Tenth Street in the City of Black River Falls, Wisconsin, which is specifically defined and delineated as Tax Parcels 206-2370.0005, 206-2337.0010, 206-2341.0000, 206-0332.0005, and 206-2339.0005, EXCEPT for any part of that section of the paved area of the multi-use Foundation Trail that traverses these parcels.
- (3) The following definitions control this Section:
 - a) “*Smoking*” means burning or holding, or inhaling or exhaling smoke from, any of the following items containing tobacco:
 - i. A lighted cigar.
 - ii. A lighted cigarette.
 - ii. A lighted pipe.
 - iv. Any other lighted smoking equipment.
 - b) “*Electronic vaping device*” means a device that may be used to deliver any aerosolized or vaporized liquid or other substance for inhalation, regardless of whether the liquid or other substance contains nicotine, including an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. “Electronic vaping device” includes a component, part, or accessory of the device, and includes a liquid or other substance that may be aerosolized or vaporized by such device, regardless of whether the liquid or other substance contains nicotine. “Electronic vaping device” does not include a battery or battery charger when sold separately. “Electronic vaping device” does not include drugs, devices, or combination products authorized for sale by the U.S. food and drug administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

