

NOTICES OF PUBLIC MEETINGS

A public meeting will take place at the time and place indicated below. The meeting is open to the public in keeping with Chapter 19, Subchapter IV, 1985 Wisconsin Statutes (Open Meeting Law).

Government Unit Conducting Meeting: Finance Committee
Date: April 15, 2025
Time: 4:30 p.m.
Place: Park Falls City Hall – 2nd Floor Conference Room

AGENDA

1. Call to Order
 2. Review Invoices for Approval
 3. Adjourn
-

A public meeting will take place at the time and place indicated below. The meeting is open to the public in keeping with Chapter 19, Subchapter IV, 1985 Wisconsin Statutes (Open Meeting Law).

Government Unit Conducting Meeting: Annual Organizational Meeting
Date: April 15, 2025
Time: 5:00 p.m.
Place: Park Falls City Hall – 3rd Floor Auditorium

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt the Agenda
5. Communications
6. Public Comment
7. New Business
 - A. The Pines at Park Falls Development Agreement/WHEDA Collateral Assignment
 - B. ATV/UTV & Snowmobile Ordinance Language Discussion
 - C. Chicken Permit – 1107 1st Avenue South
 - D. Ordinance 25-009 – Ordinance of Annexation
8. Organization
 - A. Elect Council President
 - B. Designate Official Newspaper
 - C. Designate Official Depository
 - D. Appoint Weed Commissioner
 - E. Appoint City Forester
 - F. City Committee Appointments
 1. Board of Public Works
 2. Public Services
 3. Finance
 4. Personnel
 5. Parks, Recreation, and Historical Landmarks
 - G. Appoint Library Board Members
 - H. Appoint Board of Review Members
 - I. Appoint Plan Commission Members

- J. Appoint Zoning Board of Appeals Members
- K. Appoint Room Tax Commission Member
- L. Appoint Housing Authority Members
- 9. Committee Reports
 - A. Finance
 - 1. Payment of Bills
 - B. Personnel
 - C. Board of Public Works
 - D. Public Services
- 10. Administrator Report
- 11. Adjourn

Posted: April 9, 2025


Prepared by: Shannon Greenwood – City Clerk

Services are provided on an Equal Opportunity basis. Reasonable accommodation for alternative means of communication or access for individuals with disabilities will be made upon request. Please call 715-762-2436.



410 Division Street
P.O. Box 146
Park Falls, WI 54552
Phone (715)762-2436 Fax (715) 762-2437
www.cityofparkfalls.com

To: Honorable Mayor and Alders

From:  Scott J. Kluver, Administrator

Re: TID Development Agreement with North Development PF, LLC (a.k.a. Pines at Park Falls)/WHEDA Collateral Assignment

Date: April 2, 2025

Enclosed you will find the proposed and required development agreement with North Development PF, LLC which is doing the 60 unit housing development off of Tower Road known as the Pines at Park Falls. As this agreement includes use of TID funds generated from the proposed development, an agreement is statutorily required for that to occur. Attorney Schoenborn and I have reviewed the agreement for clarity on how the payment process works, and Attorney Schoenborn has been in contact with the attorneys for the development to review other language in the agreement. The final product is now presented to you for your review.

Please let me know if you have any questions on this agreement (in advance is preferred as this is a technical document). If approved, the remaining steps with the development would be to sign off on their utility plans, and then we would be able to proceed with the land transfers to the developer.

This development will assist the City in generating increment to pay for TID debt, and will help the long-term tax revenue situation for the City and other taxing jurisdictions. In addition, an additional 60 units utilizing the City's water and sewer utilities will assist in holding off future rate increases. No one project solves all problems, but this is certainly a significant step in the right direction.

Also enclosed is a collateral assignment which acknowledges the City's TID agreement with the developer for WHEDA. This document should also be approved.

The final details will be filled in when a closing date is established. Again, please let me know if you have any questions regarding these documents.

**COOPERATION AND
DEVELOPMENT AGREEMENT**

Document Number

Document Title

**COOPERATION AND
DEVELOPMENT AGREEMENT**

**(Tax Incremental Finance District No. 5, The Pines at Park
Falls)**

Recording Area

Name and Return Address

Winthrop & Weinstine, P.A. (JNN)
225 S 6th Street, Suite 3500
Minneapolis, MN 55402

50-271-2-40-01-14-2 03-000-07100
50-271-2-40-01-14-2 03-000-07300
50-271-2-40-01-14-2 03-000-10000
Parcel Identification Numbers (PIN)

Drafted By:
Winthrop & Weinstine, P.A.
225 S 6th Street, Suite 3500
Minneapolis, MN 55402
Attn: Joshua N. Noah, Esq.

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COOPERATION AND DEVELOPMENT AGREEMENT

(Tax Incremental Finance District No. 5, Project No. 09638033)

This COOPERATION AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of [____], 20[____] (the “**Effective Date**”), by and between The City of Park Falls, Wisconsin, a municipal corporation (the “**City**”), and North Development PF, LLC, a Wisconsin limited liability company (the “**Developer**”).

WITNESSETH

WHEREAS, the City and the Developer have agreed upon the basic terms for the redevelopment of the following properties located in Park Falls, Wisconsin:

TIN	OWNER OF RECORD
50-271-2-40-01-14-2 03-000-07100	North Development PF, LLC
50-271-2-40-01-14-2 03-000-07300	North Development PF, LLC
50-271-2-40-01-14-2 03-000-10000	North Development PF, LLC

Each of the parcels in the box above is called a “**Parcel**” and collectively they are called the “**Site**”.

Each Parcel is (and the Site is) is legally described on **Exhibit A** attached.

WHEREAS, Developer owns fee title to each of the Parcels that comprise the Site.

WHEREAS, the Developer’s plan for the Site includes the construction of a low-income multifamily housing development, comprised of approximately 60 units between approximately 24 buildings, a community clubhouse building, and approximately [1,200] square feet of community and recreational space for the residents of the project (the “**Project**”). Of the 60 units, 18 of the units will be affordable to earning at or below 30% of the Area Median Income (“**AMI**”), 15 of the units will be affordable to earning at or below 50% AMI, and 27 of the units must be affordable to at or below 80% AMI, with AMI being as established by the United States Department of Housing and Urban Development (“**HUD**”).

WHEREAS, on September 9, 2019, the City Council of the City approved the creation of Tax Incremental Finance District No. 5 (the “**TID**”) in order to provide for the funding of certain TID project costs within the district. The TID is operated pursuant to all state and local laws and that certain Project Plan of Tax Incremental Finance District No. 5 (as may be amended from time to time, the “**TID Project Plan**”).

WHEREAS, the Site is located within the boundaries of the TID.

WHEREAS, in order to induce the City to undertake the activities set forth in this Agreement, the Developer is willing to cooperate with the City in the development of the Project in accordance with the terms of this Agreement.

WHEREAS, in order to promote the development of the Site and to assist in the creation of jobs and tax base attendant to such development, the City is willing to cooperate with the Developer in the development of the Site in accordance with the terms of this Agreement.

WHEREAS, the Developer has approved this Agreement and authorized its execution.

NOW, THEREFORE, in consideration of the promises and mutual obligations hereunder, the City and Developer hereby covenant and agree as follows:

Article I. Definitions and Rules of Construction

Section 1.01 Definitions.

- (a) “**Annual Expenses**” means an amount of tax increments used to pay the customary and reasonable costs actually incurred by the City for audit and accounting functions and other ongoing administrative expenses for the TID.
- (b) “**Certificate of Completion**” means a certification, in a form substantially similar to that attached as **Exhibit B** provided to the Developer by the City in accordance with this Agreement. The City will not issue the Certificate of Completion until Substantial Completion.
- (c) “**Commissioner**” means the City’s City Administrator
- (d) “**Developed Value**” means the tax assessed value of the Site after Substantial Completion, as may be increased by subsequent tax value assessments by the City or their designee.
- (e) “**Environmental Laws**” means all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Agency, regulations of the Nuclear Regulatory Agency, and regulations of the Wisconsin Department of Natural Resources now or at any time hereafter in effect.
- (f) “**Force Majeure**” means delays caused by adverse weather, acts of God, labor disputes, material shortages, terrorism, civil unrest, pandemic, concealed and unknown site conditions and other causes outside of the control of the party obligated to perform.
- (g) “**Initial Value**” means the initial tax assessed value of the Site, which the City has determined is One Dollar (\$1.00).

- (h) “**Interest Rate**” means []% per annum, calculated based upon a 360 day year consisting of twelve 30 day months. [Note: The interest rate shall be Long Term AFR as of the month of closing]
- (i) “**Investor Member**” means U.S. Bancorp Community Development Corporation, a Minnesota corporation, its successors and assigns. If Investor Member becomes someone other than the investor stated due to the “successors and assigns” provision, Developer shall provide prompt written notice of such to City along with contact information for notice provisions (Article XX below).
- (j) “**Material Disturbance**” shall occur and shall exist if the Project is not Substantially Completed on or before December 31, 2026, unless such occurrence is caused in substantial part by an event of Force Majeure.
- (k) “**Monetary Obligation**” means the limited and conditional monetary obligation of the City, to be paid annually by the City for each year this Agreement is in effect. The value of the Monetary Obligation shall be equal to eighty percent (80%) of the difference in the amount property taxes owed by the Developer to the City between the Initial Value and the Developed Value.
- (l) “**Plans and Specifications**” means the final plans and specifications for the Project.
- (m) “**Project Architect**” means the architect of record for the Project, which is Westlund Consultancy, LLC.
- (n) “**Project Budget**” means Developer’s budget for the Project as submitted to the Commissioner.
- (o) “**Project Lender**” means the Wisconsin Housing and Economic Development Authority, a Wisconsin public body corporate and politic.
- (p) “**Site Plan**” means a depiction of the configuration of the Site and the Project, pursuant to the Plans and Specifications.
- (q) “**Substantial Completion**” means completion of the Project evidenced by the issuance by the City of final certificates of occupancy for the Project or the delivery by the City to the Developer of the Certificate of Completion, whichever is earlier.
- (r) “**Tax Increment Law**” means Wis. Stat. 66.1105.
- (s) “**Termination Date**” means the date this Agreement terminates, which shall be the earliest of (i) the termination of the City’s obligation to make payments on the Monetary Obligation, (ii) the expiration of the TID, or (iii) the date this Agreement is otherwise terminated in accordance with its terms.

Section 1.02 Rules of Construction.

Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.
- (c) Words of the feminine and masculine genders shall be deemed and construed to include correlative words of the opposite gender and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

Article II. Background

Section 2.01 Project Goals

This Agreement is entered into pursuant to the Tax Increment Law. The City agrees to cooperate with the Developer in the achievement of shared development goals by using its powers as necessary and convenient to accomplish those goals. The City agrees to incur the Monetary Obligation for the purpose of promoting development and assisting in the Project. The Monetary Obligation will reimburse the Developer for a portion of the Project Costs.

Section 2.02 Background on the Monetary Obligation.

- (a) The Monetary Obligation will be deemed earned upon the approval of the Commissioner, such approval not to be unreasonably conditioned, withheld or delayed, of the certification of Project Costs submitted by the Developer upon Substantial Completion in an amount of approximately \$[Note: To be finalized prior to closing]. “**Project Costs**” shall mean eligible project costs under Wis. Stat. 66.1105(2)(f), including but not limited to:
 - (i) Capital costs (including, but not limited to, the actual costs of the construction of public works or improvements, new buildings, structures, and fixtures; the demolition, alteration, remodeling, repair or reconstruction of existing buildings, structures and fixtures other than the demolition of listed properties as defined in Wis. Stat. 44.31 (4); the removal or containment of, or the restoration of soil or groundwater affected by , environmental pollution, and the clearing and grading of land);
 - (ii) Financing costs (including, but not limited to, all interest paid to holders of evidences of indebtedness issued to pay for project costs);
 - (iii) That portion of costs related to environmental protection devices, storm or sanitary sewer lines, water lines, or amenities on streets or the rebuilding or expansion of streets the construction, alteration, rebuilding or expansion of which is necessitated by this Project Plan and is within the District;

- (iv) That portion of costs related to environmental protection devices, storm or sanitary sewer lines, water lines, or amenities on streets outside the District if the construction, alteration, rebuilding or expansion is necessitated by this Project Plan, and if at the time the construction, alteration, rebuilding or expansion begins there are improvements of the foregoing kinds on the land outside the District in respect to which the costs are to be incurred;
 - (v) Relocation costs;
 - (vi) Organizational costs, including costs of conducting environmental impact and other studies; and
 - (vii) Professional service costs, including, but not limited to, those costs incurred for architectural, planning, engineering, and legal advice and services.
- (b) Such costs may be approved by the City after they have been incurred by the Developer. The Monetary Obligation will be paid annually by the City to the Developer after the Substantial Completion and once the first property tax payment at the initial Developed Value comes due, with interest at the Interest Rate.
 - (c) The Developer's certification of Project Cost shall detail the Developer's Project Costs and shall be accompanied by supporting documentation, including copies of records, invoices, accountant final cost certification and/or AIA documents and are to be in a form reasonably acceptable to the Commissioner.

Section 2.03 Developer Agreements.

- (a) The Developer agrees to undertake the Project pursuant to this Agreement.
- (b) The Developer agrees on behalf of itself and its successors and assigns that it shall not apply for a real estate or property tax exemption for any portion of the Project. The Developer agrees, if requested by the City, to enter into a covenant with the City that prevents any future owner of the Site from applying for a real estate or property tax exemption for any portion of the Project without the express written approval of the City.

Article III. Project Description/Budget/Plans and Specifications/Site Plan

Section 3.01 Project Description.

The Project shall include the development of the Site as described in the "Whereas" clauses above and as "Project" is defined above. The Project shall comply with all applicable zoning and building code requirements and shall be constructed in substantial conformity with the Project Budget and the Plans and Specifications submitted to the Commissioner.

Section 3.02 Project Budget.

Execution of this Agreement shall evidence the Commissioner's approval of the preliminary Project Budget. The Developer shall have the right to revise the Project Budget from time to

time; provided, however, that all such revisions shall be effective upon submission to the Commissioner.

Section 3.03 Plans and Specifications.

Execution of this Agreement shall evidence the Commissioner's approval of the preliminary Plans and Specifications which are on file with the City Building Inspection Department. The Developer shall have the right to revise the Plans and Specifications from time to time and all such revisions shall be effective upon submission to the Commissioner; provided, however, that all revisions to the Plans and Specifications that affect the number of dwelling units, shall be subject to the written approval of the Commissioner, which approval shall not be unreasonably withheld, conditioned or delayed. All plans and specifications shall be designed and submitted in accordance with City ordinances, and will be reviewed and approved in accordance with City ordinances.

Section 3.04 Site Plan.

Execution of this Agreement shall evidence the Commissioner's approval of the Preliminary Site Plan. Revisions to the Site Plan, as well as the final version of the Site Plan, shall be subject to the Commissioner's approval not to be unreasonably withheld, conditioned or delayed. All site plans shall be designed and submitted in accordance with City ordinances and will be reviewed and approved in accordance with City ordinances.

Article IV. Conditions to City Signing and to City Repayment of The Monetary Obligation

Section 4.01 Conditions to City Signing the Agreement.

As a condition to the City signing this Agreement:

- (i) The Developer must have acquired title to the Site, or acquire the Site concurrently with the signing of this Agreement, and provided evidence of the same to the City.
- (ii) The Developer must have obtained the Commissioner's approval of a final Project Budget and final Plans and Specifications.
- (iii) The Developer shall have demonstrated to the Commissioner its having secured finances and/or binding commitments to allow the Developer to complete the project by December 31, 2026.

Section 4.02 Conditions to City Disbursements.

Prior to the disbursement of funds to the Developer to repay the Monetary Obligation, the following actions shall have occurred:

- (i) The Developer shall have Substantially Completed the Project on or before December 31, 2026.

- (ii) The Project Architect or Developer's engineer shall have certified in writing to the Commissioner that the Project was completed in accordance with the Plans and Specifications and the expenditures set forth in the Project Budget shall have been fully substantiated by the Developer on appropriate AIA forms, such as AIA Document G702.
- (iii) The Monetary Obligation shall have been earned consistent with the provisions of Section 2.02.

Article V. Monetary Obligation.

Section 5.01 Interest Rate/Payments.

The City acknowledges and agrees that it owes and hereby promises to pay to Developer, the Monetary Obligation on the Payment Date (as hereinafter defined), but only in the manner, at the times, from the source of revenue, and to the extent hereinafter provided. Subsequent to Substantial Completion and provided Developer pays its property tax bill in full by January 31, the City agrees to make payments of principal and interest, in an amount equal to the Monetary Obligation, less Annual Expenses on or before each March 1 (the "**Payment Date**"). Any unpaid portion of the Monetary Obligation, less Annual Expenses, by the Payment Date shall earn interest at the Interest Rate, with any unpaid interest accruing and being added to the principal balance of the following year's Monetary Obligation. The City shall make each payment of the Monetary Obligation by mailing a check to Developer or Developer's designee or by such other means as may be agreed to by the City and the Developer. Prior to Substantial Completion of the Project, the City will annually on or before each March 1 deposit an amount equal to the Monetary Obligations, provided Developer pays its property tax bill full by January 31, less Annual Expenses, into a special fund established for the TID. Upon Substantial Completion of the Project, such amount held in that special fund shall be disbursed to the Developer and any future payments will be made as set forth above. Notwithstanding anything in this Agreement to the contrary, the Developer hereby covenants and agrees that any payments received by the Developer from the City pursuant to this Agreement shall not be used to pay any property tax obligation of the Developer. Notwithstanding the foregoing, the Parties agree that the annual payments from the City to Developer shall not exceed 80% of the of the difference in the amount property taxes owed by the Developer to the City between the Initial Value and the Developed Value, less Annual Expenses.

Section 5.02 Prepayment.

The City may, at any time or from time to time, without notice, penalty or fee, prepay all or any portion of the Monetary Obligation.

Section 5.03 Intentionally Omitted.

Section 5.04 Expenditures.

The City may incur Annual Expenses to undertake audits of and incur administrative expenses for the TID. The expenditures made by the City for such costs of such audits and administrative expenses shall constitute "project costs" under the Tax Increment Law; provided, however, such expenditures shall not be deemed to be part of the Monetary Obligation.

Section 5.05 Source of Payments

No tax increments from the TID are pledged to the payment of the Monetary Obligation. All City payments of tax incremental revenue received by the City from the TID shall be subject to annual appropriation; provided, however, the City shall set aside such tax increments (less the Annual Expenses) generated by the Project into a special fund, the sole purpose of which is to hold the tax increments generated by the Project. If not appropriated, the City shall not expend such tax increments for any other TID Project Costs. The City further covenants and agrees that: (i) its staff will include payments on the Monetary Obligations to be made each year in its annual budget as submitted to the City Common Council for approval, and further covenants that its staff will request the necessary appropriation from the City Common Council for the full amount of the tax incremental revenue actually received that year by the City from the TID; (ii) if the City's proposed annual budget does not in any year provide for appropriation of amounts sufficient to make the payments due on the Monetary Obligation in the full amount of the tax incremental revenue actually received that year by the City from the TID, the City will notify the Developer of that fact prior to the date the budget is presented to the City Common Council for final approval.

Section 5.06 Application of Payments.

Payments that the City makes on the Monetary Obligation shall be credited in the following order:

- (i) First, to the payment of interest on the Monetary Obligation; and
- (ii) Second, to the payment of the principal balance of the Monetary Obligation.

Section 5.07 Unpaid Amounts.

Any amount of the Monetary Obligation that is unpaid in one year shall carry over to the next year; however, any obligation to repay any amount that is unpaid after the termination of the TID shall be extinguished, provided such termination is in accordance with this Agreement, and no further amount shall be due from the City under this Agreement or otherwise.

Section 5.08 No Reduction of Debt Limitation.

For the purposes of the Tax Increment Law, this Agreement is an evidence of indebtedness; that is, it fully evidences the City's obligation to pay the Monetary Obligation. No negotiable instrument is being prepared to separately evidence the Monetary Obligation. The Monetary Obligation shall not, however, be included in the computation of City's constitutional debt limitation because the Monetary Obligation is limited and conditional and because no taxes have been or will be levied for or pledged to its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.

Section 5.09 No Right to Accelerate.

The Developer has no right to accelerate the payment of the Monetary Obligation. The only remedy for the Developer in the event of nonpayment shall be legal proceedings to collect the amount of the Monetary Obligation that is due and payable from time to time. The Developer may institute legal proceedings to collect such amounts only after filing a claim with the City under and in compliance with Wis. Stat. 893.80.

Section 5.10 Assignment.

Notwithstanding anything to the contrary in this Agreement, Developer shall have the right to assign all or a portion of the Monetary Obligation to sources of financing or refinancing on terms and conditions mutually agreeable between Developer and the proposed assignee(s). The City shall have a reasonable opportunity to review the applicable assignment documentation and approve, such approval to not be unreasonably withheld, conditioned or delayed, any documentation to which it is a signatory. The City shall cooperate with the proposed assignee(s) in connection with the Monetary Obligation payments agreed upon by Developer and the proposed assignee(s) pursuant to a written instrument authorizing the assignment of Developer's Monetary Obligation rights as provided herein. Should the Developer sell the Site, the City will cooperate with the Developer and their buyer in providing any documentation reasonably required by the buyer to assign the benefits of this Agreement to them, so long as said buyer agrees and assumes the obligations of the Developer under this Agreement.

Section 5.11 Cash Grant.

If the conditional Monetary Obligation required hereunder is deemed a cash grant under Wis. Stat. 66.1105(2)(f)2.d., the Developer and the City note that this Agreement constitutes a development agreement signed by the Developer and that a copy of this Agreement will be provided to the Joint Review Board.

Section 5.12 Conditions to Payment.

- (a) Tax Increments. The City's obligation to make payments of the Monetary Obligation on a Payment Date is subject to the existence of tax increments appropriated by the City Common Council for that purpose.
- (b) Termination. The City has no obligation to make payments of the Monetary Obligation after the Termination Date.

Section 5.13 Termination Upon Occurrence of a Material Disturbance.

- (a) The "Public Benefits" that arise from the Project are the following:
 - (i) Development of the Site substantially in accordance with the Project description set forth above.
 - (ii) Enhancement of the City's tax base and promotion of employment opportunities.
- (b) In the event of a Material Disturbance, the City shall have the right (but not the obligation) to terminate further payments on the Monetary Obligation, using the following procedure:

- (i) The Commissioner shall give Developer, and Project Lender, and Investor Member written notice of City's intention to terminate further payments on the Monetary Obligation, and Developer, Investor Member, and Project Lender shall each have 180 days from its respective receipt of such written notice to eliminate the Material Disturbance. Project Lender and Investor Member each have the right, but not the duty, to eliminate the Material Disturbance; and
- (ii) Thereafter, if the Developer, Investor Member and/or the Project Lender have/has not timely eliminated the Material Disturbance and if the City still intends to terminate payments on the Monetary Obligation, the City's City Common Council shall adopt a resolution determining that the Material Disturbance prevents the substantial realization of the public benefits contemplated as a result of the Project and constitutes just cause for the termination of the Monetary Obligation. The City shall thereafter file a certificate with Developer, and Project Lender, and Investor Member (attaching the resolution of the City Common Council) stating that City has elected to terminate payments on the Monetary Obligation. Upon such filing of the certificate, the Monetary Obligation shall terminate.

Section 5.14 No Early Dissolution.

- (a) Except in the event of a Material Disturbance, the City covenants that neither the City nor any other body of the City shall, without first obtaining the written consent of the Developer, the Investor Member and Project Lender, introduce a resolution to or take any other action to dissolve or terminate the TID prior to the termination date set forth in the TID Project Plan or as otherwise required by law.

Article VI. Inspections.

Section 6.01 No Relationship.

The Developer and its contractors and subcontractors shall be solely responsible for the construction and completion of the Project. Nothing contained in this Article shall create or affect any relationship between the City and any contractor or subcontractor employed by the Developer in the implementation of the Project.

Section 6.02 Inspection Procedures.

The City may make reasonable inspections of the Project during construction, provided that such inspections do not materially interfere with the progress of the work. In order to allow the City or its agencies to undertake these inspections in a meaningful fashion, the Developer shall provide the City with a complete set of final Plans and Specifications for the Project as well as any change orders and shop drawings relating thereto.

Section 6.03 Construction Non-Compliance.

If the Commissioner determines, as a result of such inspections, that the Developer's contractor or subcontractors are not constructing the Project in accordance with the Plans and Specifications (a "**Construction Non-Compliance**"), the Commissioner shall promptly inform the Developer, Investor Member and Project Lender of such noncompliance in writing and the

Developer shall, as soon as reasonably possible, require its contractor or subcontractors to remedy such noncompliance.

Article VII. Environmental Matters.

The Developer covenants and agrees to indemnify and hold the City, its officers, employees, officials and agents harmless from and against any and all claims, damages, costs, expenses (including reasonable legal, consulting and engineering fees) and awards of every type and nature arising in connection with the activities of the Developer (or other persons acting under the Developer's direction or control) that result in violations of the Environmental Laws.

The City agrees to provide to the Developer and the Investor Member, immediately upon receipt, copies of any notice, pleading, citation, indictment, complaint, order, decree, correspondence or other document from any source (the foregoing are collectively referred to as "Claims"), asserting or alleging a circumstance or condition that:

- (i) Constitutes a violation of any Environmental Laws at the Site; or
- (ii) Requires or may require a clean-up, removal, remedial action or other response by or on the part of the Developer under the Environmental Laws; or
- (iii) Seeks damages or penalties (civil, criminal or punitive) from the City or Developer for an alleged violation of the Environmental Laws.

The Developer agrees to provide to the City immediately upon receipt, copies of any Claims asserting or alleging a circumstance or condition which seeks damages or penalties (civil, criminal or punitive) from the City for an alleged violation of Environmental Laws.

Article VIII. Certificate of Completion

Promptly after Substantial Completion, the Developer shall request the City to issue the Certificate of Completion to the Developer, Investor Member and Project Lender. The Certificate of Completion shall be a conclusive determination that the covenants in this Agreement related to the obligation of the Developer to Substantially Complete the Project and the required date for Substantial Completion have been complied with as to the completion of the Project. Qualified representatives of City shall inspect the Property within 30 days following the Developer's request for the Certificate of Completion and shall either: (i) issue the Certificate of Completion to the Developer; or, (ii) within 30 days of such inspection provide the Developer with a written statement indicating in detail how the Developer has failed to achieve Substantial Completion in conformity with approved plans and covenants set forth in this Agreement, and setting forth what measures or acts are necessary for the Developer to obtain the Certificate of Completion. The Certificate of Completion shall be in recordable form and each party hereto agrees that the other party may record the Certificate of Completion. The Developer's successors-in-interest and successors-in-title shall be able to rely on the Certificate of Completion.

Article IX. Restrictions on Use

The Developer agrees:

- (i) To devote the Site only to uses compatible with the applicable zoning; provided, however, that the Developer shall not be precluded in any way from thereafter changing the use of the Site in any manner consistent with applicable ordinances, regulations and restrictive covenants; and
- (ii) Not to discriminate on the basis of race, color, creed, sex, national origin or sexual orientation in the sale, lease or rental, use or occupancy of any portion of the Site or any improvements located or to be located thereon.

Article X. Successors in Interest

The covenants of the Developer provided in this Agreement shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the City, against the Developer or any successor to the Developer.

Article XI. Default Provisions

If any party shall default in the performance or observance of any of the covenants, agreements or conditions on the part of such party set forth in this Agreement and the continuance thereof for 30 days following receipt of written notice from the other party (a copy of which notice shall be simultaneously delivered to Project Lender and to Investor Member) specifying such default and requesting that it be corrected; it is hereby defined as and declared to be and to constitute an “**Event of Default**” under and for purposes of this Agreement. Notwithstanding the foregoing, the City and the Developer agree that in the event the Developer fails to perform any obligation or observe any condition or agreement under this Agreement or in the event of any default by the Developer, or any Event of Default by the Developer, then Project Lender or Developer’s Investor Member shall have the right (but not the obligation) to perform in place of the Developer and to cure such default, failure or Event of Default within 30 days following the City’s sending of notice to the Developer, Project Lender, and Investor Member. The City shall not take any action with respect to such default, failure or Event of Default, including, without limitation, any action intended to terminate, rescind or avoid this Agreement, for such period of 30 days after City’s sending of such written notice or such longer period as may be applicable under the terms of this Agreement.

The occurrence of any of the following with respect to the Developer shall also constitute an Event of Default:

- (i) The liquidation or consolidation with other parcels that are not Parcels or otherwise contained within the Project Site;
- (ii) A merger with another entity; or
- (iii) The sale, lease or transfer of the Site (or any of the Parcels), contrary to Section 5.10, other than residential or commercial leases in the ordinary course of business, without the consent of the City, which shall not be unreasonably withheld, conditioned or delayed.

Article XII. Remedies

If an Event of Default shall occur, and after notice and applicable cure periods as provided in this Agreement have expired, the aggrieved party may pursue any available remedy, either at law or in equity, against the party in default, including, but not limited to, withholding disbursements of payments provided for in this Agreement.

Article XIII. Indemnification

The Developer agrees to indemnify and hold harmless the City, its officers, employees, officials and agents (collectively, the “**Indemnified Parties**”) from and against any and all losses, claims, damages, expenses and all suits in equity or actions at law (including reasonable attorneys’ fees) and liabilities to the extent caused by the operation, construction or maintenance of the Project by the Developer, or any actions of the Developer undertaken pursuant to this Agreement. Nothing in the foregoing indemnity shall protect the Indemnified Parties against their own default, negligence, willful acts or misconduct.

Article XIV. Force Majeure

No party to this Agreement, nor any party’s successor in interest, shall be considered in breach or default of its obligations under this Agreement if caused by an event of Force Majeure that would reasonably impact that party’s ability to fulfill its obligations under this Agreement. The time for the performance of any obligation under this Agreement which is subject to Force Majeure shall be extended by a period of time commensurate with the nature of the event of Force Majeure or as otherwise mutually agreed upon.

Article XV. Conflicts of Interest/Liability

No official, agent or employee of the City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such official, agent or employee participate in any decision relating to this Agreement which affects such person’s personal interests or the interests of any corporation, partnership or association in which such person is directly or indirectly interested. No official agent or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City, for any amount which may become due to the Developer under the terms of the Agreement.

Article XVI. Records

Section 16.01 Record Keeping Requirements.

The Developer shall keep accurate, full and complete books and accounts with respect to the costs of implementing the Project and shall include a provision in all of its contracts requiring contractors and subcontractors to do the same. All such books and accounts shall be maintained in accordance with generally accepted accounting principles, consistently applied, and shall be kept for a period of 7 years following Substantial Completion.

Section 16.02 Right to Inspect Records.

The City's comptroller, or other designated representative, shall have the right, upon reasonable, advanced written notice to the Developer, its contractors, or its subcontractors, as the case may be, to examine the books and accounts of the Developer, its contractors or subcontractors, relating to the Project during normal business hours.

Article XVII. Notices

Any written notice required to be sent to any party hereunder shall be deemed given if delivered by (i) personal delivery upon an authorized representative of a party hereto, or (ii) if mailed in a sealed wrapper by the United States registered or certified mail, return receipt requested, postage prepaid, or (iii) if deposited, postage prepaid, with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Developer:	North Development PF, LLC 12220 State Line Road Leawood, KS 66209 Attn: Zachary Nichols
With Copy to:	Winthrop & Weinstine, P.A. 225 S 6 th Street, Suite 3500 Minneapolis, MN 55402 Attn: Joshua Noah, Esq.
If to Investor Member:	U.S. Bancorp Community Development Corporation c/o U.S. Bancorp Impact Finance 505 North Seventh Street, 10 th Floor SL-MO-T10P St. Louis, MO 63101 Project No. 31103 Attention: Director of LIHTC Asset Management
With copy to:	Kutak Rock LLP 1650 Farnam Street Omaha, NE 68102 Attn: Jill Goldstein
If to City:	City of Park Falls, Wisconsin 400 Fourth Avenue South Park Falls, WI 54552 Attn: Scott Kluver (or current City Administrator)
With Copy to:	Slaby, Deda, Marshall, Reinhard & Writz LLP 215 North Lake Avenue Phillips, WI 54555 Attn: Bryce Schoenborn

Article XVIII. Limitation of Waivers

If any term contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive the same or other or any future breach under this Agreement on any other occasion. No remedy conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement. No delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient. To entitle either Party to exercise any remedy reserved or available to it, it shall not be necessary to give any notice other than such notice as may be expressly required by this Agreement.

Article XIX. Amendments

This Agreement shall not be amended, changed, modified, altered or terminated without the written consent of the City and Developer (or each of their respective successors in interest).

Article XX. Successors

The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

Article XXI. Governing Law

The laws of the State of Wisconsin shall govern this Agreement.

Article XXII. Termination Date

This Agreement shall terminate on the Termination Date.

Article XXIII. Severability

- (a) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, in all cases where such provision conflicts with any other provision or provisions hereof or any constitution, statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections of this Agreement shall not affect the remaining portions of this Agreement, or any part thereof.

Article XXIV. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Either Party may execute this Agreement by facsimile or .pdf (email) copy; provided that if original signatures are required for recording purposes with the Register of Deeds, original signatures shall be provided. Failure to provide such original will not invalidate such facsimile or .pdf (email) signature or this Agreement.

Article XXV. Findings

- (a) In addition to the findings and declarations elsewhere in this Agreement, the City finds, declares and determines that the Monetary Obligations contemplated by this Agreement are for public purposes as described in Wis. Stat. 66.1337; and that the Monetary Obligation is a contribution authorized by Wis. Stat. 66.1337(5).
- (b) The City pursuant to Wis. Stat. 66.1105 (3)(f) may designate an agent of the City to perform all acts that would otherwise be performed by the City under Wis. Stat. 66.1105, and accordingly, the Monetary Obligation is a contribution within the meaning of and authorized by Wis. Stat. 66.1105 (2) (f) 1. h., and 66.1333 (6) (f), (13), and (17), and 66.1337 (5) and (7) (c), and section 4, chapter 105, Laws of 1975.

[The remainder of this page left blank intentionally]

25235989v8

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

DEVELOPER:

NORTH DEVELOPMENT PF, LLC
a Wisconsin limited liability company

By: NORTH PF PARTNERS, LLC
a Wisconsin limited liability company
Its Manager

By: DALMARK DEVELOPMENT GROUP, LLC
a Missouri limited liability company
Its Manager

By: _____
Zachary Nichols
Manager

STATE OF _____)
) ss:
COUNTY OF _____)

Personally came before me this ____ day of _____, 20__, the above-named _____, to me known to be the person who executed the foregoing instrument and to me known to hold the position referenced above, and acknowledged that he executed the foregoing instrument.

Notary Public, State of _____
My Commission _____

[NOTARIAL STAMP]

[Signature Page to Cooperation and Development Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

CITY:

By: _____
Name: Tara Tervort, Mayor

By: _____
Name: Shannon Greenwood, Clerk

STATE OF _____)
COUNTY OF _____) ss:

Personally came before me this ____ day of _____, 20__, the above-named Tara Tervort and Shannon Greenwood, to me known to be the person who executed the foregoing instrument and to me known to hold the position referenced above, and acknowledged that he executed the foregoing instrument.

Notary Public, State of _____
My Commission _____

[NOTARIAL STAMP]

EXHIBIT A
(Legal Description)

Exhibit B
(Certificate of Completion - Attached)

CERTIFICATE OF COMPLETION

Document Number

Document Title

CERTIFICATE OF COMPLETION

Drafted By:

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

Project: Tax Incremental Finance District No. 5 – The Pines at Park Falls

Site Address: _____

Developer:

Agreement: Cooperation and Development Agreement dated as of _____, 20__.

Legal Description: See Exhibit A

THIS IS TO CERTIFY that the undersigned, on behalf of the City of Park Falls, Wisconsin (“**City**”), caused the inspection of the “Site,” as defined above and in the Agreement, and the physical improvements constructed thereon, and that construction of said physical improvements has been completed, to Substantial Completion, in accordance with the approved Plans and Specifications approved pursuant to the Agreement.

THIS CERTIFICATE when signed on behalf of the City shall constitute a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement with respect to the obligations of the Developer and its successors and assigns to construct improvements on the Site to Substantial Completion as called for in the Agreement.

ISSUANCE OF THIS CERTIFICATE shall mean that any party purchasing or leasing the Site shall not incur any obligation with respect to the construction of improvements on the Site required by the Agreement, and that neither City nor any other party shall thereafter have or be entitled to exercise any rights or remedies or controls with respect to the Site that it might otherwise have or be entitled to exercise with respect to the Site as a result of a default in or breach of any provision of the Agreement.

Dated this ____ day of _____, _____.

[Insert City Signature and Notary Block]

Document Number

Collateral Assignment of
Development Agreement

Document Title

Recording Area

Name and Return Address

Legal Services

Wisconsin Housing and Economic
Development Authority
908 East Main Street, Suite 501
Madison, Wisconsin 53703

Parcel Identification Number (PIN)

See Exhibit A attached

This Instrument was drafted by:
Matthew D. Fortney, General Counsel
Wisconsin Housing and Economic Development Authority
908 East Main Street, Suite 501
Madison, Wisconsin 53703

Loan No. 113605
Master ID No. 70132

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

This COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (the "**Assignment**") is made effective as of _____, _____, by NORTH DEVELOPMENT PF, LLC, a Wisconsin limited liability company ("**Borrower**"), and WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY, a Wisconsin public body corporate and politic ("**Lender**"), and consented to by the CITY OF PARK FALLS, a Wisconsin municipal corporation (the "**City**") (collectively, the "**Parties**," and each individually, a "**Party**").

RECITALS

WHEREAS, Borrower will be the owner of a 60-unit multifamily rental housing development, consisting of twelve (12) supportive rental housing units and forty-eight (48) multifamily rental housing units known as The Pines at Park Falls (the "**Project**"), located in the City of Park Falls, Price County, Wisconsin and more particularly described on Exhibit A attached hereto (the "**Mortgaged Property**");

WHEREAS, the City and the Borrower entered into the Cooperating and Development Agreement dated as of _____, _____ (the "**Development Agreement**"), which governs aspects of the development of the Mortgaged Property and the City's provision of tax increment financing ("**TIF**") for the Project. A copy of the Development Agreement is attached hereto as Exhibit B;

WHEREAS, in connection with the TIF, Lender is making a loan to Borrower in the original principal amount of \$425,000.00, as evidenced by a Multifamily Note dated of even date herewith from Borrower to Lender (the "**TIF Note**"), which is a portion of the loan Lender is making to Borrower on the date hereof in the original aggregate principal amount of \$12,585,482.40 for the construction of the Project on the Mortgaged Property (the "**Loan**"); and

WHEREAS, as a condition of making the Loan, Lender is requiring that Borrower enter into this Assignment and that the City consent to this Assignment.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are adopted by the Parties, incorporated herein by reference, and made a part of this Assignment.

2. **Assignment.** As a condition of Borrower obtaining the Loan, Borrower hereby assigns, grants, and conveys to Lender all of its rights, title, and interest under the Development Agreement, including, but not limited to, Borrower's right to receive payments on the Monetary Obligation (as that term is defined in the Development Agreement) from the City, for collateral purposes. The Parties agree that such assignment is being done solely for the purpose of securing all payments and obligations of Borrower in relation to the Loan and all other obligations of Borrower for construction purposes or other purposes in relation to the Project or use of the Mortgaged Property, and that Lender will not exercise its rights under this Assignment unless an Event of Default occurs under the Loan Documents (as such term is defined in the Loan Agreement between Borrower and Lender and executed in connection with the Loan on the same date of this Assignment) and such Event of Default extends beyond any applicable notice and cure period, or Borrower is in default under the terms and conditions of the Development Agreement and such default extends beyond any applicable notice and cure period therein.

3. **Performance.** Borrower agrees to materially perform (a) all of its obligations under this Assignment; (b) all of its obligations under the Development Agreement; and (c) all of its obligations under the Loan Documents.

4. **Notice.** Borrower agrees that at no time shall it be in default under the terms and conditions of the Development Agreement, and in the event that Borrower shall be in default under the Development Agreement, or any default under the Development Agreement is about to take place, Borrower agrees to promptly notify Lender of such default or pending default. If Borrower is in default under the Development Agreement, the City shall notify Lender pursuant to Section 16 below. Borrower and Lender agree to notify the City of any default under any of the Loan Documents that extends beyond any applicable notice and cure period.

5. **Warranties and Representations by Borrower.** Borrower represents and warrants that as of the date of signing this Assignment:

(a) **Right to Assign.** Borrower has full right and approval from the City to assign the Development Agreement and payments on the Monetary Obligation for collateral purposes.

(b) **No Prior Assignment.** Borrower has not previously sold, conveyed, assigned, encumbered, or otherwise disposed of any right under the Development Agreement or the payments on the ~~[TBD TIF AGREEMENT NAME]~~ Development Agreement prior to entering into this Assignment.

(c) **No Further Transfer.** Borrower will not sell, convey, assign, encumber, or otherwise dispose of any of its rights in the Development Agreement or the Available Tax Increment other than those issued in this Assignment.

6. **Lender's Right to Cure.** Lender shall have the right, but not the obligation, at any time upon a default by Borrower under this Assignment or the Development Agreement, which extends beyond any applicable notice and cure period, to perform Borrower's duties and receive Borrower's benefits under the Development Agreement with respect to the Mortgaged Property, all on the same terms and conditions as Borrower. Notwithstanding the foregoing, if a default by Borrower under the Development Agreement would necessitate Lender taking legal action to secure control of the Mortgaged Property in order to cure such default, Lender shall: (a) within the cure period provided in the Development Agreement, notify the City of its intent to cure such default; and (b) have 60 days from the date Lender receives notice of Borrower's default to commence such legal action; so long as Lender is expeditiously working to cure such default, the City shall not terminate the Development Agreement or otherwise take remedial action under the Development Agreement. After a default by Borrower that continues beyond any applicable notice and cure period, Lender may engage any agent or agents as Lender deems appropriate to carry out the terms and conditions of the Development Agreement.

7. **Lender's Right to Confer with the City.** Lender shall have the right at any time, even though no default may have occurred under this Assignment, the Development Agreement, or the Loan Documents, to confer with the City regarding Borrower's rights and obligations under the Development Agreement and the receipt of the Monetary Obligation from the City, including, without limitation, the certification of Project costs and determination whether, to the City's knowledge, any default has occurred or will soon occur with regard to Borrower's performance under the Development Agreement.

8. **Lender's Right to Receive Payments Directly from the City.** Lender shall have the right at any time, even though no default may have occurred under this Assignment, the Development Agreement, or the Loan Documents, to receive payments on the Monetary Obligation (or any individual installment thereof) directly from the City, rather than from the Borrower. Any payment received by the Lender directly from the City will be applied to the TIF Note, in accordance with the terms of that note. Notwithstanding the foregoing, all other terms and conditions set forth in the Development Agreement shall remain in full force and effect.

9. **City's Responsibilities.** Notwithstanding anything to the contrary, the City shall not be liable to Lender or Borrower for complying with Lender's instructions pertaining to the Monetary Obligation (or any individual installment thereof), even if Borrower notifies the City that Lender is not legally entitled to directly receive payments, unless City takes such action after it is served with an injunction, restraining order, or other legal process enjoining it from doing so, issued by a court of competent jurisdiction, and had a reasonable opportunity to act on the injunction, restraining order, or other legal process.

10. **Indemnification.** Borrower agrees to indemnify and hold harmless the City, its officers, officials, employees, and agents for, from, and against claims, liabilities, and expenses arising out of this Assignment except for such claims, liabilities, and expenses arising out a breach of this Assignment by the City. Notwithstanding anything to the contrary, the City's rights and obligations under the Development Agreement remain unchanged by this Assignment.

11. **Consent by City.** The City hereby consents to this Assignment so long as Lender does not exercise its rights to assume the Development Agreement or Monetary Obligation until such time as either: (a) Lender is notified of a default under this Assignment or under the Development Agreement, which is not cured within any applicable notice and cure period; or (b) Lender has declared an Event of Default under the Loan Documents, which is not cured within any applicable notice and cure period. Upon the occurrence and during the continuance of (a) or (b) in the preceding sentence, Lender shall have the right and authority to assume all rights, duties and obligations of the Borrower under the Development Agreement, provided that Lender has cured any Borrower default under the Development Agreement and is not itself in default under the Development Agreement. Notwithstanding the foregoing, Lender shall not transfer title of the Mortgaged Property to a third party without the prior written consent of the City, which such consent shall not be unreasonably conditioned, withheld, or delayed; provided, however that the prior written consent of the City shall not be required for Lender to transfer title of the Mortgaged Property to an entity controlled by Lender. Notwithstanding the foregoing, however, the City consents to the assignment of the Monetary Obligation to Lender immediately, and not only upon the occurrence and during the continuance of (a) or (b) set forth herein.

12. **Legal Expenses.** If any legal action or other proceeding between Lender and Borrower is brought for the enforcement of this Assignment, or because of an alleged or actual dispute, breach, default or misrepresentation between Lender and Borrower in connection with any provision of this Assignment, and Lender shall be successful in the enforcement of this Assignment, Lender shall be entitled to recover from Borrower reasonable attorneys' fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled.

13. **No Waiver.** The failure of Lender to insist upon any one or more instances of strict performance of any of the terms of this Assignment or to institute any action, including the rights and privileges granted to it shall not be construed as a waiver of such terms.

14. **Binding Effect.** This Assignment binds and inures to the benefit of the Parties and their respective successors and permitted assigns, as the case may be.

15. **Governing Law and Venue.** This Assignment has been negotiated and executed in the State of Wisconsin and shall be governed by and interpreted and construed in accordance with the laws of the State of Wisconsin. In the event of any dispute, the venue of any litigation shall be the Circuit Courts of Price County, Wisconsin.

16. **Notice of Default.** Lender and City acknowledge that both have a mutual interest in the successful construction and operation of the Project, as contemplated in the Development Agreement and the Loan Documents. As such, upon a default by Borrower under the Development Agreement or under any of the Loan Documents, and prior to the City or Lender enforcing any remedy against Borrower that would have a material adverse effect on the City or Lender, City or Lender agree that: the City, in the case of a default under the Development Agreement, shall endeavor in good faith to notify Lender; and Lender, in the case of a default under the Loan Documents, shall endeavor in good faith to notify the City. The City and Lender shall then discuss the specifics of the default and the remedies that may be available to address the default in light of the relevant facts and circumstances. The City and Lender shall work together in good faith to salvage the intended purpose of the Project, which is the provision of affordable housing in the City of Park Falls. Notwithstanding the foregoing, if the default under the Development Agreement precipitates the City stopping payments under the Development Agreement, the City's ability to do so shall not be limited consistent with the terms of the Development Agreement.

Notices of default shall be given to the City and Lender at the following addresses:

City: City of Park Fall- City Hall
410 Division Street
Park Falls, WI 54552
Attn: City Administrator [CITY-ADDRESS]

Lender: Wisconsin Housing and Economic Development Authority
908 East Main Street, Suite 501
P.O. Box 1728
Madison, WI 53701-1728
Attn: General Counsel

17. **Multiple Counterparts.** This Assignment may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

18. **Capitalized Terms.** Capitalized terms used but not defined in this Assignment shall have the meanings given to such terms in the Lender's Multifamily Mortgage, Assignment of Rents and Security Agreement (Construction Mortgage) securing the Loan or the Lender's Loan Agreement, both of even date herewith.

19. **Termination.** This Assignment shall terminate and be of no further force and effect upon repayment of the Loan or upon expiration of the Development Agreement, whichever is sooner.

[Signature and Acknowledgement pages follow.]

EACH PARTY ACKNOWLEDGES THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THIS ASSIGNMENT.

IN WITNESS HEREOF, the Parties have hereunto set their hands the day and year first above written.

BORROWER:

NORTH DEVELOPMENT PF, LLC
a Wisconsin limited liability company

By: NORTH PF PARTNERS, LLC
a Wisconsin limited liability company
Its Manager

By: DALMARK DEVELOPMENT GROUP, LLC
a Missouri limited liability company
Its Manager

By: _____
Zachary Nichols
Manager

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

This Collateral Assignment of Development Agreement was acknowledged before me on _____, _____, by Zachary Nichols, as Manager of Dalmark Development Group, LLC, as Manager of North PF Partners, LLC, as Manager of North Development PF, LLC.

*

Notary Public, State of Wisconsin
My Commission expires: _____
*print name

Loan No. 113605
Master ID No. 70132

[Additional Signature and Acknowledgement pages Follow.]

LENDER:

WISCONSIN HOUSING AND ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Name (printed): _____
Title: _____

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

This Collateral Assignment of Development Agreement was acknowledged before me on _____, _____, by _____ as _____ of the Wisconsin Housing and Economic Development Authority.

Pamela S. Hoeksema
Notary Public, State of Wisconsin
My Commission expires: December 27, 2027

Loan No. 113605
Master ID No. 70132

[Additional Signature and Acknowledgement Page Follows.]

CITY:

CITY OF PARK FALLS
a Wisconsin municipal corporation

By: _____
Name (printed): _____
Title: _____

STATE OF WISCONSIN)
) SS
COUNTY OF PRICE)

This Collateral Assignment of Development Agreement was acknowledged before me on _____, _____, by _____ as _____ of the City of Park Falls.

*

Notary Public, State of Wisconsin
My Commission expires: _____
**print name*

Loan No. 113605
Master ID No. 70132

EXHIBIT B


**Copy of
[TBD TIF AGREEMENT NAME] between the
City and Borrower**

See attached.



410 Division Street
P.O. Box 146
Park Falls, WI 54552
Phone (715) 762-2436 Fax (715) 762-2437
www.cityofparkfalls.com

To: Honorable Mayor and Alders

From:  Scott J. Kluver, Administrator

Re: ATV/Snowmobile Ordinance Language Discussion

Date: April 9, 2025

During the last two meetings, we were focused on ATV routes and maps. We had hoped that we would have new maps with the ordinance ready for you to approve; however, we are still working through some inconsistencies on the snowmobile map. So, we would like to present the proposed ordinance language for you to review. There are a few changes in the language for you to consider, and I have included both the proposed ordinance and the current ordinance.

The proposed changes to the language are:

- Add subsection "e" and "f" under 386-3
- Changed 386-5 to include streets prohibited
- Changed age limit to 16 years under 386-6 (c)
- Separation of ATV and snowmobile sections.

In addition, it is important to verify the roads that can be used for access, but aren't "routes." There are a couple of different ways that the Council could decide to go for ATV's/UTV's. You could decide that all of those roads are accessible for any reason as long as you are trying to get onto or from a route and using the shortest route to do so. Alternatively, you could decide what sorts of things they would want to permit travel for on these roads, and what sort of things they would like excluded. This is how it currently is in 386-7 (d). So, it is important to clarify how you want this.

Once the Council is comfortable with the language and answers the question above, and we have the maps finalized to match the ordinance, we can present the whole package for approval.

Please let me know if you have any questions regarding this matter.

ORDINANCE NO. 25-_____

CHAPTER 386: SNOWMOBILES AND ALL-TERRAIN VEHICLES

Section 1: The Common Council of the City of Park Falls ordains the amendment of Chapter 386, Snowmobiles and All-Terrain Vehicles, as follows:

Article I. All-Terrain Vehicles.

- (1) § 386-1. Adoption of State Laws. The provisions describing and defining regulations with respect to all-terrain vehicles in the following enumerated subsections of § 23.33, Wis. Stats., and any future amendments or revisions, are hereby adopted by reference and made part of this section as if fully set forth herein. Any acts required to be performed by the following statutory subsections or which are prohibited by such statutory subsections are required to be performed by this section or are prohibited by this section:
 - (a) Section 23.33(2), Registration.
 - (b) Section 23.33(3), Rules of operation [including Subsections (a) through (i)].
 - (c) Section 23.33(4), Operation on or near highway [including Subsections (a) through (f)].
 - (d) Section 23.33(6), Equipment requirements [including Subsections (a) through (i)].
 - (e) Section 23.33(7), Accidents [including Subsections (a) and (b)].
 - (f) Section 23.33(1), Definitions [including Subsections (a) through (ng)].
- (2) § 386-2. Definitions. As used in this ordinance, the definition of an "all-terrain vehicle," and all other definitions set forth in § 23.33(1), Wis. Stats., are incorporated herein by reference. For purpose of this ordinance, any reference to an "all-terrain vehicle" includes a "utility terrain vehicle" as defined in § 23.33(1)(ng), Wis. Stats.
- (3) § 386-2. Applicability of Traffic Regulations to ATVs. No person shall operate an all-terrain vehicle upon any street, highway or alley within the City of Park Falls in violation of the traffic regulation provisions of Chapter 346, Wis. Stats.
- (4) § 386-3. Operation Regulated.
 - (a) All-terrain vehicles operated on designated all-terrain vehicle routes over the public highway shall observe the rules of the road for motor vehicles set forth in Chapter 346, Wis. Stats., and this chapter.
 - (b) No person shall operate an all-terrain vehicle on any public right-of-way, highway, or area adjacent to residences within the City of Park Falls at a speed in excess of posted limits or if not posted, in excess of 25 m.p.h.
 - (c) No person shall operate an all-terrain vehicle on private property within the City that is not owned or controlled by the operator without the express consent or permission of the owner of the property.

- (d) No person shall operate an all-terrain vehicle at imprudent speeds or in such a reckless manner so as to endanger the public or the operator of the all-terrain vehicle.
 - (e) All all-terrain vehicle operators shall ride single file on the right side of the pavement, but shall not operate on the shoulders or in the ditch.
 - (f) All all-terrain vehicles operating in the city shall have fully functional headlights, taillights, and brake lights. Headlights shall be on at all times.
- (5) § 386-4. Unattended Vehicles. No person shall leave or allow an all-terrain vehicle owned or operated by him or her to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition.
- (6) § 386-5. Operation on Sidewalk Prohibited and Certain Streets. No person shall operate an all-terrain vehicle upon any sidewalk, pedestrian-way or upon the area between the sidewalk and the curblin of any street in the City, or upon any City street, except as specifically authorized herein; however, a person may operate an all-terrain vehicle upon an undesignated route to obtain immediate access to an authorized area of operation as set forth herein; however, no all-terrain vehicle shall be operated upon the streets set forth below. This section does not apply to all-terrain vehicles used in the course of law enforcement.
- (a) All of State Highway 13;
 - (b) That portion of State Highway 182 bounded by State Highway 13 on the West and 3rd Avenue South on the West; and
 - (c) That portion of State Highway 182 bounded by Case Avenue on the West and Saunder Avenue on the East.

These roads are designated on the "Official ATV Route, City of Park Falls, Wisconsin," adopted by the Common Council on [insert date], by solid red lines.

- (7) § 386-6. All-Terrain Vehicle Restricted.
- (a) Permitting operation by improper persons prohibited. No owner or person having charge or control of an all-terrain vehicle shall authorize or permit any person to operate such all-terrain vehicle who is not permitted under state law or City ordinance to operate such all-terrain vehicle or who is under the influence of an intoxicant or a dangerous narcotic drug.
 - (b) Operation while under the influence prohibited. Sections 23.33(4c), 23.33(4g), 23.33(4j), 23.33(4l), 23.33(4p), 23.33(4t) and 23.33(4x), Wis. Stats., shall apply to the operation of an all-terrain vehicle any place within the City.
 - (c) Age restriction. A person operating an all-terrain vehicle within the corporate City limits of the City of Park Falls must be at least 16 years of age or accompanied by a parent/guardian.
- (8) § 386-7. Routes and Trails Designated.

- (a) Routes designed. There are designated as all-terrain vehicle routes in the City of Park Falls, those Highways designated by solid blue lines in the map entitled "Official ATV Route, City of Park Falls, Wisconsin," adopted by the Common Council on [insert date], which map is made a part of this section by reference. All notations and references shown on the map are as much a part of this section as though specifically described herein, and said map shall be displayed in the City Clerk or Treasurer's office for the public to view.
 - (b) Route markers. The Department of Public Works is directed and authorized to procure, erect and maintain appropriate all-terrain vehicle route, trail and limit signs and markers as approved by the State Department of Natural Resources. The Chief of Police and/or Director of Public Works shall have the power to declare the stated all-terrain vehicle routes and trails either open or closed.
 - (c) Routes to be obeyed. Except as set forth in Subsection (d) below, a person may not operate an all-terrain vehicle on a nondesignated route, nor not adhere to a route sign, marker or limit erected in accordance with this section.
 - (d) Access to routes. All-terrain vehicles may access the routes set forth in this section by way of directing their all-terrain vehicle in such a manner as it would be the closest and most direct route to the designated routes as set forth herein from that person's dwelling, lodging, or motel room. In addition, a person may operate their all-terrain vehicle on City streets other than those designated in Section 386-6 herein to come from an aforementioned designated route as designated herein to go directly to or from:
 - i. The operator's dwelling, lodging, or motel room;
 - ii. A service station, restaurant, tavern, store or business;
 - iii. Operator's place of employment; or
 - iv. Lawn care or snow plowing duties.
 - (e) The section does not apply to all-terrain vehicles used in the course of law enforcement.
- (9) § 386-8. Violations and Penalties. Any person who shall violate any provision of this chapter shall, upon conviction thereof, forfeit not less than \$20 and not more than \$500, together with the costs of prosecution, and, in default of payment thereof, may be imprisoned in the county jail for not exceeding 10 days, provided no person shall forfeit an amount in excess of the maximum fine or forfeiture allowed in the Wisconsin Statutes for the same offense and further provided that the penalty and forfeiture for parking violations on highways shall be the amount applicable to such violations by owners or operators of motor vehicles under Chapter 434 of this Code of Ordinances.
- (10) § 386-9 Enforcement.
- (a) Uniform citation for highway violations. The uniform traffic citation promulgated under § 345.11, Wis. Stats., shall be used for violations of this chapter relating to highway use except as herein provided.
 - (b) Parking violations. The special traffic citation described and defined in Chapter 434 of this Code of Ordinances shall be used for enforcement of

violations of rules of the road relating to parking of vehicles adopted by reference in § 386-1 of this chapter.

- (c) Other violations. All violations of this chapter not described in Subsection A or B shall be enforced in accordance with §§ 66.0114 and 66.0111 of the Wisconsin Statutes. Stipulations of guilt or no contest may be made as provided in § 66.0114(1)(b), Wis. Stats., in substantially the form provided in the uniform traffic citation within five days of the date of the citation for such violation. Bail deposits may also be made under § 66.0114, Wis. Stats. Such deposits shall include the Clerk's fee and costs of prosecutions.
- (d) Police department to receive stipulations and penalties. Stipulations, forfeited penalties and deposits for obtaining release from arrest authorized under this chapter may be accepted at the Police Department offices.
- (e) Forfeited penalties and deposits. Except as otherwise provided in § 345.26, Wis. Stats., and the deposit schedule adopted by the Wisconsin Judicial Conference thereunder, required penalties and deposits or bail not including costs or fees for violation of this chapter shall be as established by the schedule adopted by the Common Council.

(11) § 386-10. Use of State Highway Bridge.

- (a) Park Falls authorizes the operation of all-terrain vehicles on the highway bridges listed in Subsection below. Any person crossing such bridge shall comply with the following requirements:
 - i. Cross the bridge in the most direct manner practicable and at a place where no obstruction prevents a quick and safe crossing;
 - ii. Stay as far to the right of the roadway or shoulder as practicable;
 - iii. Stop the vehicle prior to the crossing;
 - iv. Yield the right-of-way to other vehicles, pedestrians, and electric personal assistive mobility devices using the roadway or shoulder; and
 - v. Exit the highway as quickly and safely as practicable after crossing the bridge.
- (b) The following highway bridge shall be designated as a route for the operation of all-terrain vehicles and utility terrain vehicles within the meaning of this chapter:
 - i. That portion of the highway bridge for State Highway 182 located in the City of Park Falls from the Third Avenue South intersection west to the Case Avenue intersection.

Article II. Snowmobiles.

- (12) § 386-11. Adoption of State Laws. Except as otherwise specifically provided in this chapter, the statutory provisions describing and defining regulations with respect to snowmobiles set forth in Chs. 340 and 350, Wis. Stats., are hereby adopted by reference and made part of this chapter as if fully set forth herein. Acts required to be performed or prohibited by such statutes are required or prohibited by this chapter. Any future amendments, revisions or modifications of the statutes incorporated herein by reference are intended to be made part of this Code of Ordinances.

- (13) § 386- 12. Definitions. As used in this ordinance, the definition of a "snowmobile," and all other definitions set forth in § 350.01, Wis. Stats., are incorporated herein by reference.
- (14) § 386-13. Applicability of Traffic Safety Regulations to Snowmobiles. No person shall operate a snowmobile upon any street, highway or alley within the City of Park Falls in violation of the traffic regulation provisions of Chapter 346, Wis. Stats.
- (15) § 386- 14. Operation Regulated.
- (a) Snowmobiles operated on designated snowmobile routes over the public highway shall observe the rules of the road for motor vehicles set forth in Chapter 346, Wis. Stats., and this chapter.
 - (b) No person shall operate a snowmobile on any public right-of-way, highway, or area adjacent to residences within the City of Park Falls at a speed in excess of posted limits or if not posted, in excess of 25 m.p.h.
 - (c) No person shall operate snowmobile on private property within the City that is not owned or controlled by the operator without the express consent or permission of the owner of the property.
 - (d) No person shall operate a snowmobile at imprudent speeds or in such a reckless manner so as to endanger the public or the operator of the snowmobile.
- (16) § 386-15. Unattended Vehicles. No person shall leave or allow a snowmobile owned or operated by him or her to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition.
- (17) § 386-16. Operation on Sidewalk Prohibited and Certain Streets. No person shall operate a snowmobile upon any sidewalk, pedestrian-way or upon the area between the sidewalk and the curblin of any street in the City, or upon any City street, except as specifically authorized herein; however, a person may operate a snowmobile upon an undesignated route to obtain immediate access to an authorized area of operation as set forth herein; however, no snowmobile shall be operated upon the streets set forth below. This section does not apply to snowmobiles used in the course of law enforcement.
- (a) All of State Highway 13;
 - (b) That portion of State Highway 182 bounded by State Highway 13 on the West and 3rd Avenue South on the West; and
 - (c) That portion of State Highway 182 bounded by Case Avenue on the West and Saunder Avenue on the East.

These roads are designated on the "Official Snowmobile Route, City of Park Falls, Wisconsin," adopted by the Common Council on [insert date], by solid red lines.

(18) § 386-17. Snowmobile Restricted.

- (a) Permitting operation by improper persons prohibited. No owner or person having charge or control of a snowmobile shall authorize or permit any person to operate such snowmobile who is not permitted under state law or City ordinance to operate such snowmobile or who is under the influence of an intoxicant or a dangerous narcotic drug.
- (b) Operation while under the influence prohibited. Sections 350.101, 350.102, 350.1025, 350.103, 350.104, 350.106 and 350.107, Wis. Stats., shall apply to the operation of a snowmobile any place within the City.
- (c) Age restriction. A person operating a snowmobile within the corporate City limits of the City of Park Falls must be at least 18 years of age or accompanied by a parent/guardian.

(19) § 386-18. Routes and Trails Designated.

- (a) Routes designed. There are designated as snowmobile routes in the City of Park Falls, those Highways designated by solid blue lines in the map entitled "Official Snowmobile Route, City of Park Falls, Wisconsin," adopted by the Common Council on [insert date], which map is made a part of this section by reference. All notations and references shown on the map are as much a part of this section as though specifically described herein, and said map shall be displayed in the City Clerk or Treasurer's office for the public to view.
- (b) Route markers. The Department of Public Works is directed and authorized to procure, erect and maintain appropriate snowmobile route, trail and limit signs and markers as approved by the State Department of Natural Resources. The Chief of Police and/or Director of Public Works shall have the power to declare the stated snowmobile routes and trails either open or closed.
- (c) Routes to be obeyed. Except as set forth in Subsection (d) below, a person may not operate a snowmobile on a nondesignated route, nor not adhere to a route sign, marker or limit erected in accordance with this section.
- (d) Access to routes. Snowmobiles may access the routes set forth in this section by way of directing their snowmobile in such a manner as it would be the closest and most direct route to the designated routes as set forth herein from that persons dwelling, lodging, or motel room. In addition, a person may operate their snowmobile on City streets other than those streets designated in Section 386-16 herein to come from an aforementioned designated route as designated herein to go directly to or from:
 - i. The operator's dwelling, lodging, or motel room;
 - ii. A service station, restaurant, tavern, store or business;
 - iii. Operator's place of employment; or
 - iv. Lawn care or snow plowing duties.
- (e) The section does not apply to snowmobiles used in the course of law enforcement.

(20) § 386-19. Violations and Penalties. Any person who shall violate any provision of this chapter shall, upon conviction thereof, forfeit not less than \$20 and not more than \$500, together with the costs of prosecution, and, in default of payment thereof, may be imprisoned in the county jail for not exceeding 10 days, provided no person shall forfeit an amount in excess of the maximum fine or forfeiture allowed in the Wisconsin Statutes for the same offense and further provided that the penalty and forfeiture for parking violations on highways shall be the amount applicable to such violations by owners or operators of motor vehicles under Chapter 434 of this Code of Ordinances.

(21) § 386-20 Enforcement.

- (a) Uniform citation for highway violations. The uniform traffic citation promulgated under § 345.11, Wis. Stats., shall be used for violations of this chapter relating to highway use except as herein provided.
- (b) Parking violations. The special traffic citation described and defined in Chapter 434 of this Code of Ordinances shall be used for enforcement of violations of rules of the road relating to parking of vehicles adopted by reference in § 386-1 of this chapter.
- (c) Other violations. All violations of this chapter not described in Subsection A or B shall be enforced in accordance with §§ 66.0114 and 66.0111 of the Wisconsin Statutes. Stipulations of guilt or no contest may be made as provided in § 66.0114(1)(b), Wis. Stats., in substantially the form provided in the uniform traffic citation within five days of the date of the citation for such violation. Bail deposits may also be made under § 66.0114, Wis. Stats. Such deposits shall include the Clerk's fee and costs of prosecutions.
- (d) Police department to receive stipulations and penalties. Stipulations, forfeited penalties and deposits for obtaining release from arrest authorized under this chapter may be accepted at the Police Department offices.
- (e) Forfeited penalties and deposits. Except as otherwise provided in § 345.26, Wis. Stats., and the deposit schedule adopted by the Wisconsin Judicial Conference thereunder, required penalties and deposits or bail not including costs or fees for violation of this chapter shall be as established by the schedule adopted by the Common Council.

Article III. Unauthorized operation of motor vehicles on public or private property.

(22) § 386-21. Purpose.

- (a) The unauthorized off-road operation of motor vehicles has resulted in serious damage to public and private lands including damage or destruction of vegetation, animal life and improvement to the lands; and
- (b) The unauthorized off-road operation of motor vehicles has resulted in the permanent scarring of land and an increase in both erosion and air pollution; and
- (c) The unauthorized off-road operation of motor vehicles has resulted in collisions and near collisions threatening the life and safety of the operators of such vehicles as well as of other persons; and

- (d) The unauthorized off-road operation of motor vehicles has resulted in a loss of privacy, quietude and serenity to which the owners and users of land are rightfully entitled.
- (23) § 386-22. Definitions. For the purposes of this section, the terms below shall be defined as follows:
- (a) Motor Vehicle. Any vehicle which is self-propelled and shall include but not be limited to automobiles, trucks, jeeps, vans, motorcycles, motorbikes, go-karts, motorized three-wheeled vehicles, all-terrain vehicles, mopeds, snowmobiles, dune buggies and tractors. Motor vehicle shall not mean any airplane, railroad train, boat, wheelchair or bicycle. A vehicle which would otherwise be defined as a motor vehicle under this section shall not be so defined while:
 - i. It is being operated solely for the purpose of construction or maintenance of an improvement to land or solely for access to construction or maintenance sites provided such operation is by persons having legitimate business on such lands or sites;
 - ii. It is being operated by or at the direction of public employees or utility company employees as part of their employment duties;
 - iii. It is being operated by the holder of an easement or right of access on or over the land which operation is occurring or the holder's employees or agents.
 - (b) Off-Road. Any location which:
 - i. Is not a paved or maintained public street or alley; or
 - ii. Is not used or maintained by the owner or lessee of land as a driveway, parking lot or other way for motor vehicles; or
 - iii. Is a private trail for use only by the owner of his permittees for recreational or other vehicular use. Off-road shall not include any creekbed, riverbed or lake; provided, however, that this subsection shall not apply to snowmobiles or other vehicles being operated on the ice covering such creekbed, riverbed or lake.
 - (c) Operation. The physical manipulation or activation of any of the controls of a motor vehicle necessary to put it in motion.
 - (d) Unauthorized. Without the express prior consent of the owner, lessee, manager or other person authorized to give consent by the owner or lessee of land. Authorization shall not be implied from a failure to post private or public land.
- (24) § 386-23. Unauthorized off-road operation prohibited.
- (a) The unauthorized off-road operation of a motor vehicle is prohibited.
 - (b) Except for authorized maintenance vehicles and snowmobiles or all-terrain vehicles operating in areas authorized by the Common Council, it shall be unlawful to operate any minibike, go-kart, all-terrain vehicle or any other motor-driven craft or vehicle principally manufactured for off-highway use on the City streets, alleys, parks, sidewalks, bikeways, parking lots or on any public lands or private lands or parking lots held open to the public. The operator shall at all

times have the written consent of the owner before operation of such craft or vehicle on private lands.

Section 2: If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a Court of competent jurisdiction or by any agency or of any kind by anyone else, the remainder of this Ordinance shall not be affected.

Section 3: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4: This Ordinance shall take effect and be in effect after passage and publication according to law.

APPROVED:

Tara Tervort, Mayor

ATTEST:

Shannon Greenwood, Clerk

Adopted:
Approved:
Published:
Attest:

Chapter 386

SNOWMOBILES AND ALL-TERRAIN VEHICLES

ARTICLE I

Snowmobile and All-Terrain Vehicles

§ 386-1. Snowmobiles and ATVs.

§ 386-2. Applicability of traffic regulations to snowmobiles.

§ 386-3. Operation regulated.

§ 386-4. Unattended vehicles.

§ 386-5. Operation on sidewalks prohibited.

§ 386-6. Snowmobile, all terrain vehicle and other off-highway vehicle operation restricted.

§ 386-7. Routes and trails designated.

§ 386-8. Violations and penalties.

§ 386-9. Enforcement.

ARTICLE II

All-Terrain Vehicles and Off-Road Motor Vehicle Operation

§ 386-10. State all-terrain vehicle laws adopted.

§ 386-11. Unauthorized operation of motor vehicles on public or private property.

§ 386-12. Use of state highway bridge.

[HISTORY: Adopted by the Common Council of the City of Park Falls as Title 10, Chs. 3 and 4, of the 1997 Code. Amendments noted where applicable.]

ARTICLE I

Snowmobile and All-Terrain Vehicles

§ 386-1. Snowmobiles and ATVs.

Except as otherwise specifically provided in this chapter, the statutory provisions describing and defining regulations with respect to snowmobiles set forth in Chs. 340 and 350, Wis. Stats., and with respect to all-terrain vehicles set forth in Chapter 23, Wis. Stats., are hereby adopted by reference and made part of this chapter as if fully set forth herein. Acts required to be performed or prohibited by such statutes are required or prohibited by this chapter. Any future amendments, revisions or modifications of the statutes incorporated herein by reference are intended to be made part of this Code of Ordinances.

§ 386-2. Applicability of traffic regulations to snowmobiles.

No person shall operate a snowmobile or all-terrain vehicle upon any street, highway or alley within the City of Park Falls in violation of the traffic regulation provisions of Chapter 346, Wis. Stats.

§ 386-3. Operation regulated.

- A. Snowmobiles or all-terrain vehicles operated on designated snowmobile routes or all-terrain vehicle routes over the public highway shall observe the rules of the road for motor vehicles set forth in Chapter 346, Wis. Stats., and this chapter.
- B. No person shall operate a snowmobile or all-terrain vehicle on any public right-of-way, highway, or area adjacent to residences within the City of Park Falls at a speed in excess of posted limits or if not posted, in excess of 25 m.p.h.
- C. No person shall operate a snowmobile or all-terrain vehicle on private property within the City that is not owned or controlled by the operator without the express consent or permission of the owner of the property.
- D. No person shall operate a snowmobile or all-terrain vehicle at imprudent speeds or in such a reckless manner so as to endanger the public or the operator of the snowmobile or all-terrain vehicle.

§ 386-4. Unattended vehicles.

No person shall leave or allow a snowmobile or all-terrain vehicle owned or operated by him to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition.

§ 386-5. Operation on sidewalks prohibited.

No person shall operate a snowmobile or all-terrain vehicle upon any sidewalk, pedestrianway or upon the area between the sidewalk and the curbline of any street in the City, or upon any City street, except as specifically authorized by § 386-7; however, a person may operate a snowmobile or all-terrain vehicle upon an undesignated route to obtain immediate access to an authorized area of operation as set forth in § 386-7; however, no snowmobile or all-terrain vehicle shall be operated upon the streets of the downtown area of the City except upon specifically designated routes. For purposes of this section, "downtown" area means that area north of Highway 182 to Second Street North and west of First Avenue North to Highway 13. This section does not apply to all-terrain vehicles or snowmobiles used in the course of law enforcement.

§ 386-6. Snowmobile, all terrain vehicle and other off-highway vehicle operation restricted.

- A. Permitting operation by improper persons prohibited. No owner or person having charge or control of a snowmobile or all-terrain vehicle shall authorize or permit any person to operate such snowmobile or all-terrain vehicle who is not permitted under state law or City ordinance to operate such snowmobile or all-terrain vehicle or who is under the influence of an intoxicant or a dangerous narcotic drug.
- B. Operation while under influence prohibited. Sections 350.101, 350.102, 350.1025, 350.103, 350.104, 350.106 and 350.107, Wis. Stats., shall apply to the operation of a snowmobile any place within the City. Sections 23.33(4c), 23.33(4g), 23.33(4j),

23.33(4l), 23.33(4p), 23.33(4t) and 23.33(4x), Wis. Stats., shall apply to the operation of an all-terrain vehicle any place within the City.

- C. Age restriction. A person operating a snowmobile or all-terrain vehicle within the corporate City limits of the City of Park Falls must be at least 18 years of age or accompanied by a parent/guardian.

§ 386-7. Routes and trails designated.

A. Routes designated.

- (1) Pursuant to the provisions of § 350.04(2), Wis. Stats., there are designated as snowmobile routes in the City of Park Falls those highways designated by solid red or black lines on the map entitled, "Official Snowmobile Route, City of Park Falls, Wisconsin," dated November 6, 1997, as amended from the "Official Snowmobile Route, City of Park Falls, Wisconsin," dated November 21, 1978, and as amended by the "Official Snowmobile Route - City of Park Falls, Wisconsin," dated January 5, 1982, which map is made a part of this section by reference. All notations and references shown on the map are as much a part of this section as though specifically described herein, and said map shall be displayed in the City Clerk or Treasurer's office for the public to view.
- (2) There are designated as all-terrain vehicle routes in the City of Park Falls, those Highways designated by solid red or black lines in the map entitled "Official ATV Route, City of Park Falls, Wisconsin," adopted by the Common Council on June 18, 1996, which map is made a part of this section by reference. All notations and references shown on the map are as much a part of this section as though specifically described herein, and said map shall be displayed in the City Clerk or Treasurer's office for the public to view.

- B. Route markers. The Department of Public Works is directed and authorized to procure, erect and maintain appropriate snowmobile and all-terrain vehicle route, trail and limit signs and markers as approved by the State Department of Natural Resources. The Chief of Police and/or Director of Public Works shall have the power to declare the stated snowmobile and all-terrain vehicle routes and trails either open or closed.
- C. Routes to be obeyed. A person may not operate a snowmobile or an all-terrain vehicle on a nondesignated route, nor not adhere to a route sign, marker or limit erected in accordance with this section.
- D. Access to routes. Snowmobiles and all-terrain vehicles may access the routes set forth in this section by way of directing their snowmobile and/or all-terrain vehicle in such a manner as it would be the closest and most direct route to the designated routes as set forth herein from that persons dwelling or motel room. In addition, a person may operate their snowmobile and/or all-terrain vehicle on City streets other than Highway 13 and in accordance with § 386-5 to come from an aforementioned designated route as designated herein to go directly to or from:
- (1) The operator's dwelling or motel room;
 - (2) A service station, restaurant, tavern, store or business;

- (3) Operator's place of employment; or
 - (4) Lawn care or snow plowing duties.
- E. The section does not apply to all-terrain vehicles or snowmobiles used in the course of law enforcement.

§ 386-8. Violations and penalties.

Any person who shall violate any provision of this chapter shall, upon conviction thereof, forfeit not less than \$20 and not more than \$500, together with the costs of prosecution, and, in default of payment thereof, may be imprisoned in the county jail for not exceeding 10 days, provided no person shall forfeit an amount in excess of the maximum fine or forfeiture allowed in the Wisconsin Statutes for the same offense and further provided that the penalty and forfeiture for parking violations on highways shall be the amount applicable to such violations by owners or operators of motor vehicles under Chapter 434, of this Code of Ordinances.

§ 386-9. Enforcement.

- A. Uniform citation for highway violations. The uniform traffic citation promulgated under § 345.11, Wis. Stats., shall be used for violations of this chapter relating to highway use except as herein provided.
- B. Parking violations. The special traffic citation described and defined in Chapter 434 of this Code of Ordinances shall be used for enforcement of violations of rules of the road relating to parking of vehicles adopted by reference in § 386-1 of this chapter.
- C. Other violations. All violations of this chapter not described in Subsection A or B shall be enforced in accordance with §§ 66.0114 and 66.0111 of the Wisconsin Statutes. Stipulations of guilt or no contest may be made as provided in § 66.0114(1)(b), Wis. Stats., in substantially the form provided in the uniform traffic citation within five days of the date of the citation for such violation. Bail deposits may also be made under § 66.0114, Wis. Stats. Such deposits shall include the Clerk's fee and costs of prosecutions.
- D. Police department to receive stipulations and penalties. Stipulations, forfeited penalties and deposits for obtaining release from arrest authorized under this chapter may be accepted at the Police Department offices.
- E. Forfeited penalties and deposits. Except as otherwise provided in § 345.26, Wis. Stats., and the deposit schedule adopted by the Wisconsin Judicial Conference thereunder, required penalties and deposits or bail not including costs or fees for violation of this chapter shall be as established by the schedule adopted by the Common Council. [Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]
- F. Applicability to all-terrain vehicles. The aforementioned provisions contained in this section shall also apply to all-terrain vehicles.

ARTICLE II

All-Terrain Vehicles and Off-Road Motor Vehicle Operation**§ 386-10. State all-terrain vehicle laws adopted.**

The provisions describing and defining regulations with respect to all-terrain vehicles in the following enumerated subsections of § 23.33, Wis. Stats., and any future amendments or revisions, are hereby adopted by reference and made part of this section as if fully set forth herein. Any acts required to be performed by the following statutory subsections or which are prohibited by such statutory subsections are required to be performed by this section or are prohibited by this section:

- A. Section 23.33(2), Registration.
- B. Section 23.33(3), Rules of operation [including Subsections (a) through (i)].
- C. Section 23.33(4), Operation on or near highway [including Subsections (a) through (e)].
- D. Section 23.33(6), Equipment requirements [including Subsections (a) through (e)].
- E. Section 23.33(7), Accidents [including Subsections (a) and (b)].
- F. Section 23.33(1), Definitions [including Subsections (a) through (n)].

§ 386-11. Unauthorized operation of motor vehicles on public or private property.

- A. Purpose.
 - (1) The unauthorized off-road operation of motor vehicles has resulted in serious damage to public and private lands including damage or destruction of vegetation, animal life and improvement to the lands; and
 - (2) The unauthorized off-road operation of motor vehicles has resulted in the permanent scarring of land and an increase in both erosion and air pollution; and
 - (3) The unauthorized off-road operation of motor vehicles has resulted in collisions and near collisions threatening the life and safety of the operators of such vehicles as well as of other persons; and
 - (4) The unauthorized off-road operation of motor vehicles has resulted in a loss of privacy, quietude and serenity to which the owners and users of land are rightfully entitled.
- B. Definitions. For the purposes of this section, the terms below shall be defined as follows:

MOTOR VEHICLE — Any vehicle which is self-propelled and shall include but not be limited to automobiles, trucks, jeeps, vans, motorcycles, motorbikes, go-karts, motorized three-wheeled vehicles, all-terrain vehicles, mopeds, snowmobiles, dune buggies and tractors. Motor vehicle shall not mean any airplane, railroad train, boat, wheelchair or

bicycle. A vehicle which would otherwise be defined as a motor vehicle under this section shall not be so defined while:

- (1) It is being operated solely for the purpose of construction or maintenance of an improvement to land or solely for access to construction or maintenance sites provided such operation is by persons having legitimate business on such lands or sites;
- (2) It is being operated by or at the direction of public employees or utility company employees as part of their employment duties;
- (3) It is being operated by the holder of an easement or right of access on or over the land which operation is occurring or the holder's employees or agents.

OFF-ROAD — Any location which:

- (1) Is not a paved or maintained public street or alley; or
- (2) Is not used or maintained by the owner or lessee of land as a driveway, parking lot or other way for motor vehicles; or
- (3) Is a private trail for use only by the owner or his permittees for recreational or other vehicular use. Off-road shall not include any creekbed, riverbed or lake; provided, however, that this subsection shall not apply to snowmobiles or other vehicles being operated on the ice covering such creekbed, riverbed or lake.

OPERATION — The physical manipulation or activation of any of the controls of a motor vehicle necessary to put it in motion.

UNAUTHORIZED — Without the express prior consent of the owner, lessee, manager or other person authorized to give consent by the owner or lessee of land. Authorization shall not be implied from a failure to post private or public land.

C. Unauthorized off-road operation prohibited.

- (1) The unauthorized off-road operation of a motor vehicle is prohibited.
- (2) Except for authorized maintenance vehicles and snowmobiles or all-terrain vehicles operating in areas authorized by the Common Council, it shall be unlawful to operate any minibike, go-kart, all-terrain vehicle or any other motor-driven craft or vehicle principally manufactured for off-highway use on the City streets, alleys, parks, sidewalks, bikeways, parking lots or on any public lands or private lands or parking lots held open to the public. The operator shall at all times have the written consent of the owner before operation of such craft or vehicle on private lands.

§ 386-12. Use of state highway bridge.

- A. Park Falls authorizes the operation of all-terrain vehicles and utility terrain vehicles on the highway bridges listed in Subsection B below. Any person crossing such bridge shall comply with the following requirements:

- (1) Cross the bridge in the most direct manner practicable and at a place where no obstruction prevents a quick and safe crossing;
 - (2) Stay as far to the right of the roadway or shoulder as practicable;
 - (3) Stop the vehicle prior to the crossing;
 - (4) Yield the right-of-way to other vehicles, pedestrians, and electric personal assistive mobility devices using the roadway or shoulder; and
 - (5) Exit the highway as quickly and safely as practicable after crossing the bridge.
- B. The following highway bridge shall be designated as a route for the operation of all-terrain vehicles and utility terrain vehicles within the meaning of this chapter:
- (1) That portion of the highway bridge for State Highway 182 located in the City of Park Falls from the Third Avenue South intersection west to the Case Avenue intersection.



410 Division Street
P.O. Box 146
Park Falls, WI 54552
Phone (715) 762-2436 • Fax (715) 762-2437
www.cityofparkfalls.com

C2025- 001

CHICKEN COOP PERMIT APPLICATION

MUNICIPAL ORDINANCE 6-6-1

Applicant's Name: Bryan Stetson 271-1130-02-000
Phone: 970 218 8077 email bryancws@yahoo.com
Address: 1107 1st Ave S
Property Owner: Bryan Stetson
Property Owner Signature: [Signature] Phone: _____
Number of Hens: 4 Size of Coop: 29 1/2 x 29 1/2 x 39 1/2
Size of Fenced Area: 122 x 59 x 59 Base Material: Wood

- Sketch of yard, buildings and chicken coop placement must be included with this application
- **Non-Refundable \$75.00 Permit Fee due at time of application.** Failure to obtain a permit before work has started will result in a double permit fee penalty.
- Permit expires December 31st each year. Renewal Fee is \$20.00 annually.

I certify that the information provided on this application is complete and accurate, and I agree to comply with all applicable codes and ordinances of the City of Park Falls and the State of Wisconsin. It is further agreed that the City of Park Falls has no responsibility as to the determination of property lines.

Applicant's Signature: [Signature] Date: 3-17-2025

MAR 17 2025

DO NOT WRITE BELOW THIS LINE – OFFICE USE ONLY

Date submitted: 3-17-25 Fee paid: 75.00
Letters sent: 3-18-25 Council meeting date: 4-14-2025

Action: () Granted () Denied

If denied, basis for denial: _____

Signature: _____ Date: _____

Inspection Date: _____

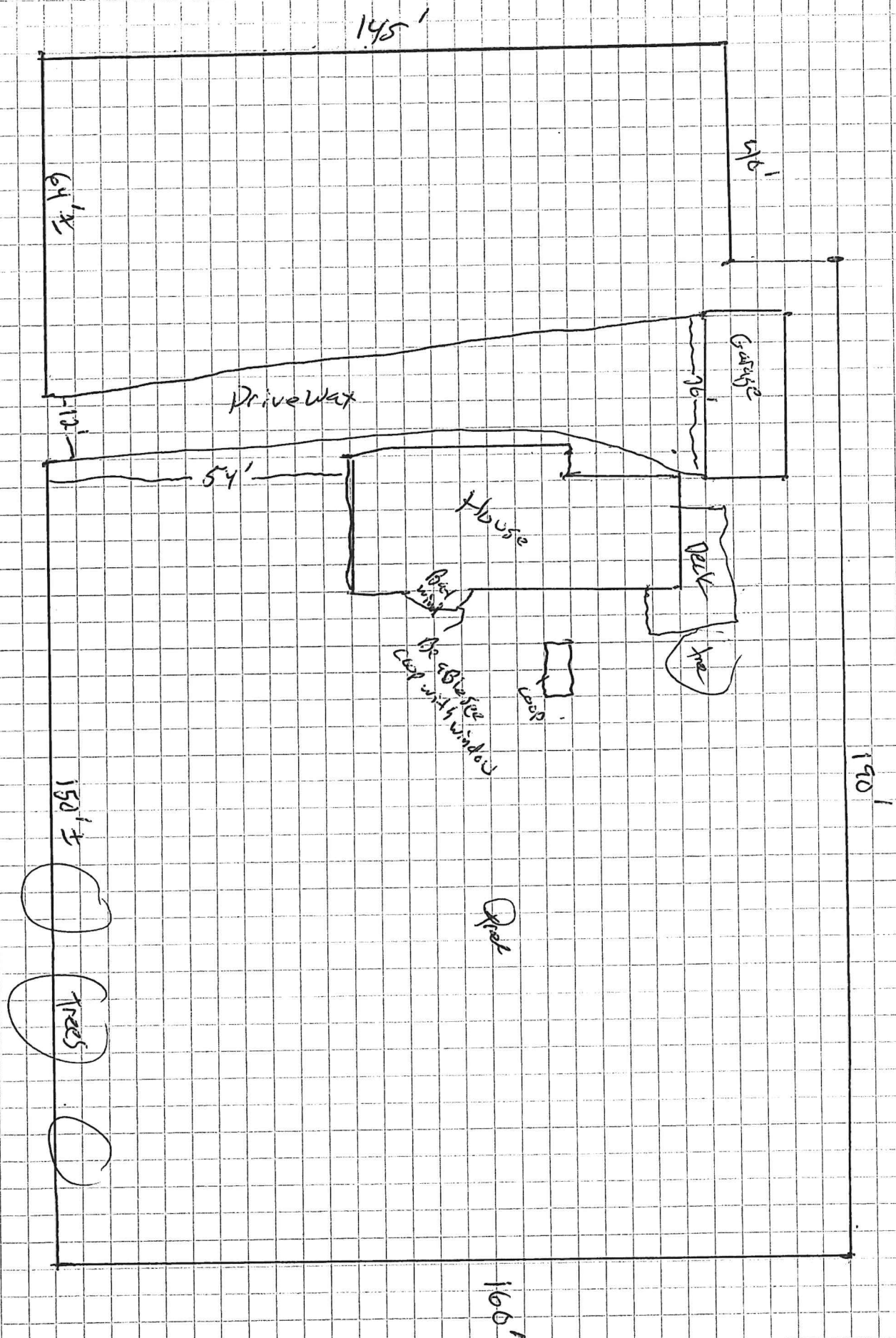
City of Park Falls
400 Fourth Avenue South
PO Box 146
Park Falls WI 54552 (715) 762-2436

Receipt No: 1.019966 Mar 17, 2025

STETSON, BRYAN

Previous Balance:	.00
Licenses & Permits - CHICKEN COOP APPLICATION	75.00
01-44900-000 OTHER REG. PERMITS & FEES	
<hr/>	
Total:	75.00
<hr/>	
Checks - Common Account Check No: 213	75.00
Total Applied:	75.00
<hr/>	
Change Tendered:	.00
<hr/>	

03/17/2025 9:39 AM







Extra large wooden Chicken coop

Two large nesting boxes with seating for 4
Large Run to Forage
Protect your animals from predators and weather
Easy Access with front Door

Overall size: 122"L x 59"W x 59"H
Main house: 29.5"L x 29.5"W x 39.5"H
Extension run: 90.5"L x 29.5"W x 38.5"H
Recommend for 6-8 Chickens (depending on size and breed)

Great Features:

- Slide out Tray for Easy Clean
- 2 Ventilation Windows
- Sliding door keeps poultry locked up safely at night
- Strong Wire Mesh to Protect Animals from Predators
- User-Friendly Assembly with Instructions Manual

Strong Wire Mesh to prevent rodents and other predators from harming your pets

Defend against natural enemies



Multiple and long-lasting



Real Estate Price County

Property Listing

Today's Date: 3/17/2025

Property Status: Current

Created On: 2/22/2006 9:02:45 AM

Description Updated: 4/22/2024

Tax ID: 24673
PIN: 50-271-2-40-01-25-5 15-094-05100
Legacy PIN: 271113002000
Map ID: 1101-D
Municipality: (271) CITY OF PARK FALLS
STR: S25 T40N R01W
Description: SOUTHSIDE ASSESSOR'S PLAT #1
 PRT OF LOT 5 LOT 1 CSM #451
 VOL 2 PG 201
Recorded Acres: 0.754
Calculated Acres: 0.754
Lottery Claims: 1
First Dollar: Yes
Zoning: (R2) Multi Family/1 & 2 Family
 Residential
ESN: 501

Tax Districts Updated: 2/22/2006

1 STATE OF WISCONSIN
 50 PRICE COUNTY
 271 CITY OF PARK FALLS
 501071 SCHL-CHEQUAMEGON
 001500 TECHNICAL COLLEGE

Recorded Documents Updated: 1/27/2010

LAND CONTRACT
 Date Recorded: 4/22/2024 404986
ACREAGE ADDED
 Date Recorded: 12/20/2013
WARRANTY DEED
 Date Recorded: 2/21/2006 335068
SHERIFF'S DEED ON FORECLOSURE
 Date Recorded: 12/27/2005 334395
WARRANTY DEED
 Date Recorded: 6/3/1998 290297 406R-536
CSM
 Date Recorded: 5/17/1978 212382 2CSM201
CREATING NEW SUBDIVISION
 Date Recorded: 12/21/1973 195030 142D-467

Ownership Updated: 4/22/2024

BRYAN & RHONDA STETSON PARK FALLS WI

Billing Address:
BRYAN & RHONDA STETSON
 1107 1ST AVE S
 PARK FALLS WI 54552

Mailing Address:
BRYAN & RHONDA STETSON
 1107 1ST AVE S
 PARK FALLS WI 54552

Site Address * indicates Private Road

1107 1ST AVE S PARK FALLS 54552

Property Assessment Updated: 10/4/2018

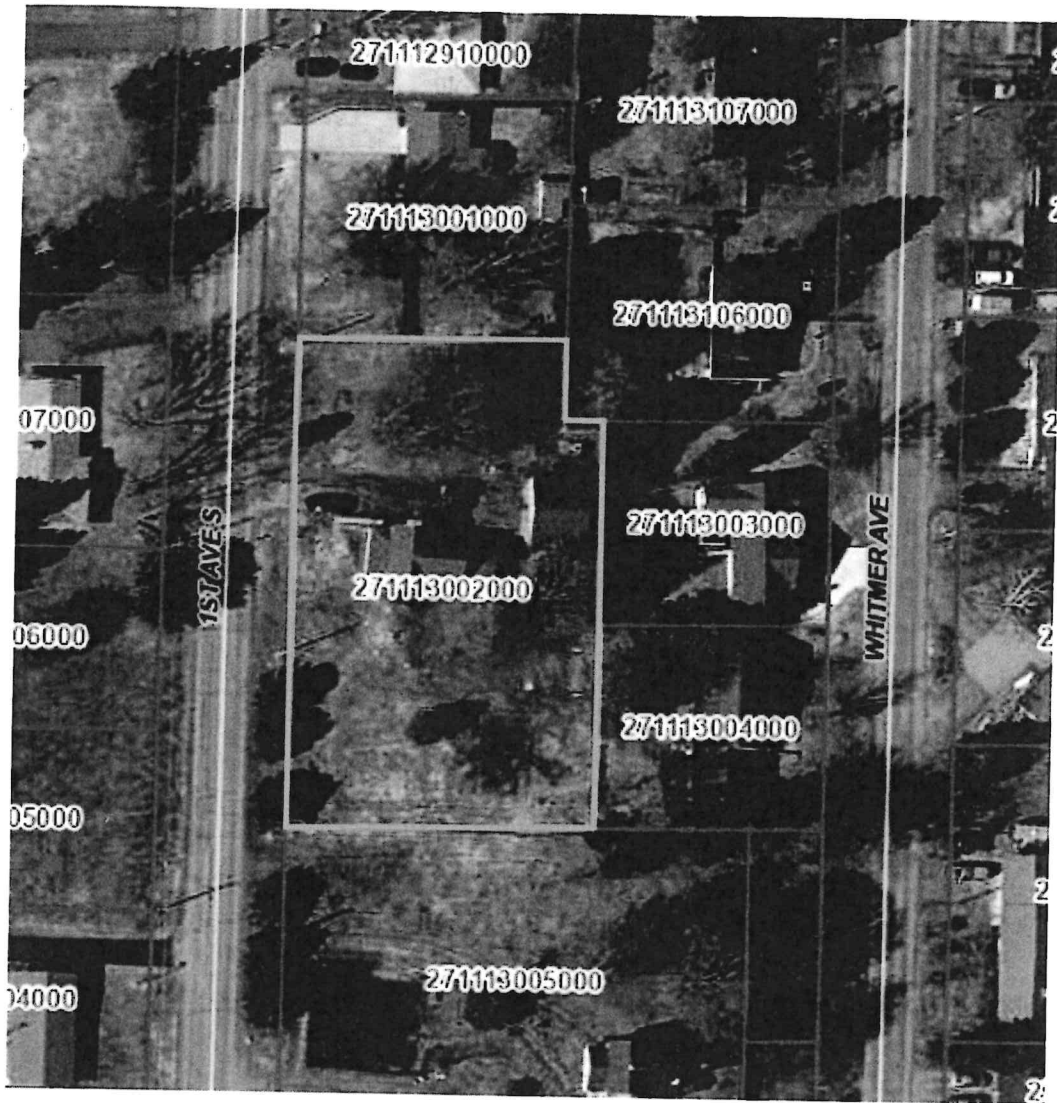
2025 Assessment Detail

Code	Acres	Land	Imp.
G1-RESIDENTIAL	0.754	15,800	59,100

2-Year Comparison	2024	2025	Change
Land:	15,800	15,800	0.0%
Improved:	59,100	59,100	0.0%
Total:	74,900	74,900	0.0%

Property History

N/A





410 Division Street
P.O. Box 146
Park Falls, WI 54552
Phone (715)762-2436 Fax (715) 762-2437
www.cityofparkfalls.com

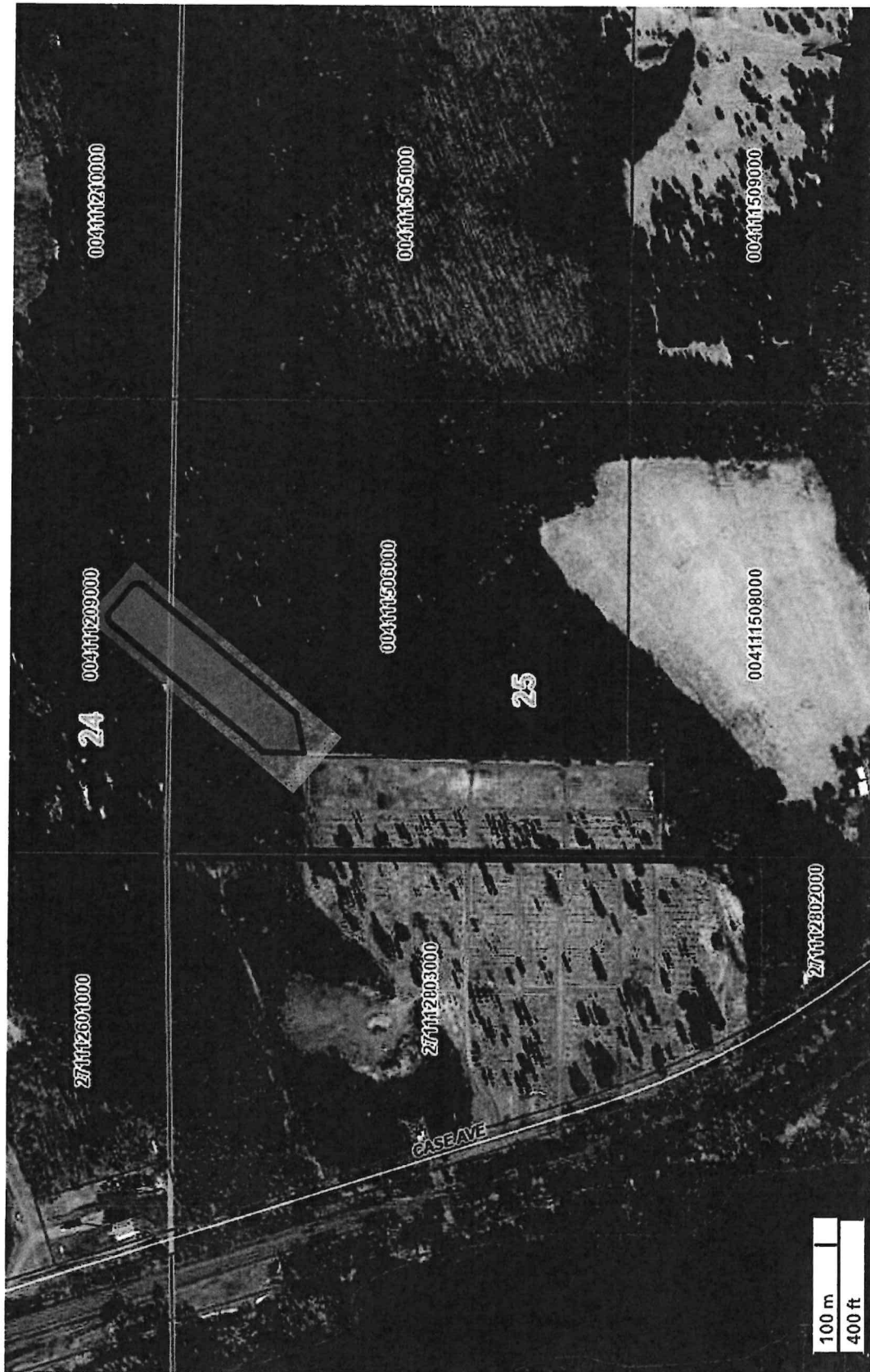
To: Honorable Mayor and Alders
From: *SK* Scott J. Kluver, Administrator
Re: Annexation Ordinance – Nola Cemetery
Date: April 1, 2025

While whiling away a late March afternoon working on the zoning map project, I discovered an issue with the City boundary at Nola Cemetery. Around 2001, the City obtained a parcel of property to extend the cemetery; however, this property, which is adjacent to the City limits was never annexed into the City. As such, the City's cemetery ordinance and regulations technically do not apply to this area, so after consultation with the City Attorney, we felt it was a good idea to get this corrected. As such, the enclosed ordinance for your approval is to do just that.

Under the adage that "nothing is simple," it was subsequently discovered that there is an issue with the legal description of that parcel which was obtained from to adjoining parcels. There is a document in your packet that explains the details of that issue. The simple way to address this would be to have the original owner to sign off on the correction; however, that is no longer possible as she is deceased. To complicate matters further, the properties are currently in ownership of eight individuals which includes other decedents. So, to but it bluntly, this could take a little time to get cleaned up.

After further discussion with Attorney Schoenborn, it has been decided to proceed with the annexation as originally planned, and to work on cleaning up the deed language afterwards. That brings us to the ordinance before you today for your approval. Please let me know if you have further questions on this that I might be able to answer.

- ☐ Parcels
- ☐ Parcel Numbers
- ☐ Sections
- ☐ Roads
- ☒ US Highways
- ☒ State Highways
- ☒ County Highways
- ☐ Town Roads
- ☐ City and Village Roads
- ☐ Forest Roads
- ☐ Private Roads



100 m
400 ft

Date created: 4/1/2025
Last Data Uploaded: 3/31/2025 9:56:39 PM
Developed by



**CITY OF PARK FALLS
COUNTY OF PRICE, WISCONSIN**

ORDINANCE NO. 25-009

ORDINANCE OF ANNEXATION

Section 1: Territory Annexed. In accordance with Wis. Stat. Sec. 66.0223 and based upon the ownership of the foregoing described territories by the City of Park Falls and based upon said properties being contiguous to the existing boundary of the City of Park Falls, the following described territories in the Town of Eisenstein, County of Price, State of Wisconsin, are hereby annexed into the City of Park Falls:

A parcel of land commencing at the Southeast corner of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ -NE $\frac{1}{4}$), Section Twenty-five (25), Township Forty (40) North, Range One (1) West; thence North along the East line of the SW $\frac{1}{4}$ -NE $\frac{1}{4}$ a distance of 1,320 feet to an iron pipe; thence angle to the left 90° a distance of 1,200.4 feet to a concrete monument; thence angle to the left 89° 20' a distance of 71.8 feet to an iron pipe; thence angle to the right 90° a distance of 116.0 feet to an iron pipe located at the fence line on the East side of now existing cemetery, which is known as place of beginning; thence retracing on the same line a distance of 116.0 feet to an iron pipe; thence angle to the left 90° a distance of 1,026.0 feet to an iron pipe; thence angle to the left 90° a distance of 116.0 feet to an iron pipe located at the East fence line of now existing cemetery; thence South along the fence a distance of 1,026.0 feet to place of beginning.

AND

A parcel of land situated in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ -NE $\frac{1}{4}$) and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ -NE $\frac{1}{4}$) of Section Twenty-five (25), Township Forty (40) North, Range One (1) West, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ -NE $\frac{1}{4}$); thence southerly along the Quarter line to a point a distance of 402 feet; thence at right angles easterly a distance of 136 feet; thence at right angles southerly a distance of 1,038.5 feet to a point; thence at right angles westerly a distance of 136 feet to the west quarter line of the Northeast Quarter (NE $\frac{1}{4}$); thence northerly along said quarter line to the point of beginning; a distance of 1,038.5 feet more or less.

AND

A parcel of land situated in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ -NE $\frac{1}{4}$) and in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ -NE $\frac{1}{4}$) of Section Twenty-five (25), Township Forty (40) North, Range One (1) West, more particularly described as follows: Commencing at the Northwest Corner of the Northwest Quarter (NW $\frac{1}{4}$); from thence southerly along the Quarter Line a distance of four hundred and two (402) feet; and from thence at a right angle easterly a distance of one-hundred and thirty-six (136) feet, herein described as the point of beginning; thence from said point of beginning at a right angle southerly a distance of one-thousand, thirty-eight and one-half (1,038.5) feet; thence at right angles easterly a distance of one-hundred and fifty (150) feet; thence at right angles northerly a distance of one-thousand, thirty-eight and one-half (1,038.5) feet; thence at right angles westerly a distance of one-hundred and fifty (150) feet to the point of beginning.

Section 2: Effect of Annexation. From and after the date of this ordinance the territories described in Section 1 above shall be a part of the City of Park Falls for any and all such purposes provided by law

and all persons coming or residing within such territories shall be subject to all ordinances, rules and regulations governing the City of Park Falls.

Section 3: Temporary Zoning Classification. Pending future recommendations and potential future action by the Common Council, the territories annexed to the City of Park Falls are temporarily zoned as A-1 Agricultural District.

Section 4: Ward Designation. The territories described in Section 1 of this ordinance are hereby made a part of the Third Ward of the City of Park Falls, subject to the ordinances, rules and regulations of the City of Park Falls governing wards.

Section 5: Severability. If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a Court of competent jurisdiction or by any agency or of any kind by anyone else, the remainder of this Ordinance shall not be affected.

Section 6: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 7: This Ordinance shall take effect and be in effect after passage and publication according to law.

APPROVED:

Tara Tervort, Mayor

ATTEST:

Shannon Greenwood, City Clerk

Adopted:
Approved:
Published:
Attest:

Memo

TO: Bryce
FROM: Janene
DATE: March 21, 2025
RE: City of Park Falls - Cemetery Annexation
Our File No.:
Tax ID: 1911 (PIN: 50-004-2-40-01-25-1 02-000-20000)

The cemetery parcel description is very convoluted and could be cleaned up with the help of Rose M. Schmidt who still has a life estate within the remaining farmland surrounding the Cemetery.

The current legal description is known as:

A parcel of land commencing at the Southeast corner of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ -NE $\frac{1}{4}$), Section Twenty-five (25), Township Forty (40) North, Range One (1) West; thence North along the East line of the SW $\frac{1}{4}$ -NE $\frac{1}{4}$ a distance of 1,320 feet to an iron pipe; thence angle to the left 90° a distance of 1,200.4 feet to a concrete monument; thence angle to the left 89° 20' a distance of 71.8 feet to an iron pipe; thence angle to the right 90° a distance of 116.0 feet to an iron pipe located at the fence line on the East side of now existing cemetery, which is known as place of beginning; thence retracing on the same line a distance of 116.0 feet to an iron pipe; thence angle to the left 90° a distance of 1,026.0 feet to an iron pipe; thence angle to the left 90° a distance of 116.0 feet to an iron pipe located at the East fence line of now existing cemetery; thence South along the fence a distance of 1,026.0 feet to place of beginning.

AND

A parcel of land situated in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ -NE $\frac{1}{4}$) and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ -NE $\frac{1}{4}$) of Section Twenty-five (25), Township Forty (40) North, Range One (1) West, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ -NE $\frac{1}{4}$); thence southerly along the Quarter line to a point a distance of 402 feet; thence at right angles easterly a distance of 136 feet; thence at right angles southerly a distance of 1,038.5 feet to a point; thence at right angles westerly a distance of 136 feet to the west quarter line of the Northeast Quarter (NE $\frac{1}{4}$); thence northerly along said quarter line to the point of beginning; a distance of 1,038.5 feet more or less.

AND

A parcel of land situated in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ -NE $\frac{1}{4}$) and in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ -NE $\frac{1}{4}$) of Section Twenty-five (25), Township Forty (40) North, Range One (1) West, more particularly described as follows: Commencing at the Northwest Corner of the Northwest Quarter (NW $\frac{1}{4}$); from thence southerly along the Quarter Line a distance of four hundred and

two (402) feet; and from thence at a right angle easterly a distance of one-hundred and thirty-six (136) feet, herein described as the point of beginning; thence from said point of beginning at a right angle southerly a distance of one-thousand, thirty-eight and one-half (1,038.5) feet; thence at right angles easterly a distance of one-hundred and fifty (150) feet; thence at right angles northerly a distance of one-thousand, thirty-eight and one-half (1,038.5) feet; thence at right angles westerly a distance of one-hundred and fifty (150) feet to the point of beginning.

Title is vested in:

City of Park Falls, a municipal corporation

Title was acquired by:

1. Warranty Deed from William Schmidt and Rose Schmidt, his wife and individually, to the City of Park Falls, recorded January 24, 1962 in Volume 139 of Deeds, on Page 178, as Document No. 163750. This is a smaller 116' x 1026' parcel, whose exact location is uncertain as it commences the metes and bounds description from the Southeast corner of the SWNE.
2. Warranty Deed from Rose M. Schmidt, a widow, to the City of Park Falls, recorded October 21, 1966 in Volume 142 of Deeds, on Page 314, as Document No. 174744. This is a larger 136' x 1038.5' parcel, whose location commences at the Northwest corner of the NWNE. I believe it is thought that this larger parcel encompasses the previous smaller parcel in WD #163750, but there is nothing stating so, or stating the purpose of the deed. This is an important discrepancy because when you commence at different starting points, this is how gaps/overlaps occur. Unless a certified survey map is completed or the deeds are cleaned up, there will be a long legal description incorporating everything that has been conveyed. It is possible the boundary lines are not as clean as they appear within the beacon aerial map, which is why I believe Janet Krucky noted the legal description is contained within three deeds (see Property Listing page attached).
3. Warranty Deed from Rose M. Schmidt, a widow, to the City of Park Falls recorded August 22, 1984, in Volume 265 of Deeds, on Page 693, as Document No. 233975.

There was a Map of Survey completed for the City of Park Falls by Surveyor Gary V. Carlson on November 26, 2001, and filed within the Price County Surveyor's Office on February 14, 2002, as V-2229. This appears to describe the previously-conveyed parcel within Warranty Deed #233975.

Rose Schmidt has a remaining life estate for the property surrounding the cemetery described within Quit Claim Deed #335331. This deed doesn't help with our legal description as it basically describes the property as the W $\frac{1}{2}$ -NE $\frac{1}{4}$, EXCEPT the parcels conveyed to the City of Park Falls in Documents #163750, 174744 and 233975. See attached.

BUT, is it possible that Rose is still alive and could sign off on the conveyance, or even a separate QCD, which could state that her conveyance within WD #174744 was meant to incorporate wholly without gaps or overlaps the previous parcel conveyed within WD #163750? This would be mutually beneficial for her kids to have a much better legal description, as well. I feel she could convey as "Rose M. Schmidt a/k/a Rose Schmidt, a widow". If she is not alive, could the Personal Representative sign off?

If she is able to sign off and the City of Park Falls wishes to clean up the legal, it could be then be described simply as:

A parcel of land situated in the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$), Section Twenty-five (25), Township Forty (40) North, Range One (1) West, more particularly described as follows: Commencing at the Northwest Corner of the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}-NE\frac{1}{4}$); thence southerly along the West Line of the Northeast Quarter a distance of 402 feet to the Point of Beginning; thence $N 89^{\circ}51'35''$ E a distance of 286 feet to a point; thence southerly parallel with the West Line of the Northeast Quarter a distance of 1,038.50' to a point; thence $S 89^{\circ}51'35''$ W a distance of 286 feet to the West Line of the Northeast Quarter; thence northerly along said West Line a distance of 1,038.5 feet more or less to the Point of Beginning.

My time: 3.5 hours
Copies: \$13.00

C:\Users\SDM-Schoenborn\slaby\law.com\Support Staff - SDL Share Folder\title insurance\Memos\bas - city of park falls - cemetery annexation - 03-21-25.wpd