



CITY OF MENOMONIE

COUNCIL MEETING

CITY COUNCIL CHAMBERS

7:00 PM

Tuesday – September 5, 2023



City of Menomonie
800 Wilson Ave
1st Floor

AGENDA

Pledge of Allegiance

1. Roll Call & Special Recognitions

2. Approval of Minutes

3. Public Hearings

4. Public Comments

5. Unfinished Business

6. New Business

- a. Menomonie High School Homecoming Parade special event request for September 22, 2023 – discussion and possible motion approving.
- b. Let's Paint the Town Chris Kroeze Homecoming Concert special event request for September 22, 2023 – discussion and possible motion approving.
- c. Downtown LLC Historic Beer Walk special event request for October 1, 2023 – discussion and possible motion approving.
- d. Wakanda Waterpark 2023 Season Review – discussion.
- e. Review of Wakanda Water Park Pool Improvements bids – discussion and possible motion of award.
- f. Independent Contractor Consulting Agreement for Heidi Olson – discussion and possible motion to approve.
- g. Kleven Property Assessment contract for providing assessment services – discussion and possible motion approving.
- h. Property Damage Release Agreement with David & Lynn Bonjour – discussion and possible motion approving.
- i. Offer to purchase from Wilkens Properties, LLC for Lot 28 of CSM 2557 – discussion and possible motion approving.
- j. 2024 Clean Sweep Grant Agreement – discussion and possible motion approving.
- k. Request from the Waste Water Department to sell a 2005 Chevrolet Colorado – discussion and possible motion approving.
- l. Terminate Current Tenant Lease with Artema Somatics, LLC – discussion and possible motion approving.
- m. Amending Title 9, Chapter 3 Fire Code – discussion, introduction and possible ordinance adoption.
- n. Budget Transfers including yearend 2022 budget transfers – see enclosed memos

7. **Budget Transfers**
8. **Mayor's Report**
9. **Communications and Miscellaneous Business**
 - a. Heller Road Street Improvements Update
10. **Claims**
11. **Licenses**
 - a. Normal license list
12. **Closed**
13. **Return to Open Session**
14. **Adjourn**

"PUBLIC ACCESS"

NOTE: Members of the public may continue to view City Council meetings via Zoom Teleconference /Video Conference or, over the internet by going to <https://zoom.us/join> (URL for Zoom meeting), or by calling 1 312 626 6799. The Access Code for the meeting is **832 3034 6616**. Please note: this is for viewing purposes **ONLY**. If you wish to participate, you must appear in person at the meeting.

NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities. For additional information or to request the service, contact the City Clerk or the City Administrator at 232-2221.

OFFICIAL COUNCIL PROCEEDINGS

A regular meeting of the City Council of the City of Menomonie, Dunn County, Wisconsin, was held in open session on August 21st, 2023, and called to order by Council Mayor Knaack at 7:00 p.m. in the City Council Chambers. The following members were present: Luther, Burstad, Sutherland, Yonko, Schwebs, Gentz, Solberg, Schlough, and Erdman. McCullough and Sommerfeld were absent.

MOTION was made by Erdman, seconded by Schlough, and carried unanimously to approve the minutes of the August 7, 2023 council meeting.

PUBLIC HEARING – None

PUBLIC COMMENTS – Jenna Scheider, organizer of Valley Makers Market event was available for any questions regarding the event.

MOTION was made by Yonko, seconded by Schwebs, and carried unanimously on a roll call vote to approve the collective bargaining agreement between the City of Menomonie and the Menomonie Professional Police association for 2023-2024.

ORDINANCE to amend Title 9, Chapter 10 Erosion & Sediment Control Ordinance was INTRODUCED by Luther .MOTION to waive first reading was made by Erdman, seconded by Schlough and carried. MOTION was made by Yonko, seconded by Schlough to waive the second reading, and carried. MOTION to adopt the ordinance was made by Luther, seconded by Schwebs and passed unanimously.

ORDINANCE to amend Title 9, Chapter 11 Stormwater Management Ordinance was INTRODUCED by Burstad. MOTION to waive first reading was made by Luther, seconded by Yonko and carried. MOTION was made by Erdman, seconded by Yonko to waive the second reading, and carried. MOTION to adopt the ordinance was made by Burstad, seconded by Sutherland and passed unanimously.

MOTION was made by Schwebs, seconded by Sutherland, and carried unanimously to approve the turn back of the WisDNR UNPS Grant for Regional Pond #2.

MOTION was made by Schwebs, seconded by Burstad, and carried unanimously to approve the Valley's Makers Market special event request on August 24th at Wilson Park.

MOTION made by Burstad, seconded by Luther, and carried unanimously to approve the lease agreement to Workforce Development for the entire west wing on the 3rd floor.

BUDGET TRANSFERS – None

MAYOR'S REPORT – Mayor Knaack reports that Alderperson Sommerfeld provided two photos of Lake Menomin from his backyard, noted it is looking much better than seven years ago. Lowell Prange will be assisting Administrator Atkinson with the budget process starting this week. Mayor Knaack and Eric Atkinson will travel to Washington DC to take part in a forum that will discuss initiatives similar to Project Hope. They are hoping to bring back some potential solutions for our community. Atkinson reported he is working with the Dunn County Housing Workgroup to develop various housing options. This Historical Preservation Commission has submitted two grants, one to receive funding to place the Wilson Museum/Mansion on the National

Register of Historic Places and the other to receive funding to create visual guides to assist people to renovate and open businesses within Historic Districts. Schofield reported that the Wakanda Water park closed for the season on August 16th due to a fecal incident. Heroic and valiant efforts were made to re-chlorinate the pool but were unsuccessful. The blasting at Estover Terrace is complete and we received no complaints. The WisDOT is making good progress on 21st Ave and 5th St, asphalt was completed last week, utility adjustments are underway, and pavement markings will be done late this week or early next week. There will be a 4-way stop installed at 9th St and 21st Ave on Tuesday. A radar speed sign will be installed next week on 5th street between 24th Ave and Oak Park Circle. Hines reported the 2023 Clean Sweep will be September 21 from 2-6pm at the community Services Building. This is open for City of Menomonie, Town of Menomonie and Town of Red Cedar residents. Notice has been received that the grant application for the 2024 Clean Sweep as been approved in the amount of \$11,500. The Galloway Creek Restoration project will continue with the planting of 100 trees and shrubs the first week of September. This is a partnership between the City of Menomonie, Lower Chippewa Invasive Partnership, School District and UW-Stout. The Environmental Newsletter will be mailed within the next two weeks.

COMMUNICATIONS AND MISCELLANEOUS BUSINESS – The 1st September Council meeting will be held on Tuesday, September 5th. Stepping Stones has completed their walk-in cooler.

CLAIMS - MOTION was made by Erdman, seconded by Luther, and carried unanimously on roll call vote to approve payment of the following claims:

August 21, 2023 Claims

Carrico Aquatic Resources	\$1,680.65
Dunn County News	\$74.72
Haas	\$1,286.25
Halverson	\$21.95
Heritage Crystal Clean	\$241.42
Jamar Company DBA Bartingale	\$550.30
Melstrom Inspections LLC	\$1,350.00
Paragon Development Systems (PDS)	\$4,315.98
Realiving	\$125.00
River Valley News	\$422.54
Senn Blacktop	\$299.25
TSI Voice/Data	\$42.00
Uniform Shoppe	\$634.75
Vessco Inc	\$184.85
TOTAL	\$11,229.66

August 21, 2023 Parking Utility Claims

City Treasurer	\$124.71
----------------	----------

TOTAL

\$124.71

LICENSES – MOTION made by Solberg, seconded by Burstad, and carried to approve the following licenses:

TEMPORARY CLASS "B" BEER LICENSE:

St. Joseph Church – 910 Wilson Ave.

St. Joseph Parish Fall Festival – 921 Wilson Ave. 9-17-23

LICENSE YEAR – 2024 (expires June 30, 2024)

TOBACCO:

Stout Vape, LLC – 214 Main St. E. (formerly Snowy Tobacco)

MOTION to adjourn was made by Gentz, seconded by Solberg, and carried unanimously.

Megen Hines, Acting Clerk



MEMO

TO: Mayor Knaack and City Council
FROM: Eric Atkinson, City Administrator
SUBJECT: Special Event — Menomonie High School Homecoming Parade
DATE: August 27, 2023

The Menomonie High School submitted an event request to hold their annual homecoming parade on September 22, 2023, beginning at approximately 3:45 pm, and concluding at approximately 5:00 pm. The homecoming parade will follow the same route as it has in previous years.

If the City Council supports the event the appropriate action would be a motion to approve the event as presented.

City of Menomonie

City Clerk's Office
800 Wilson Ave., Menomonie, WI 54751
Phone: 715-232-2221; E-mail: kmartin@menomonie-wi.gov

Special Event

Instructions: Complete all questions, indicating N/A where non-applicable. Return to the City Clerk at the above address at least 60 days prior to the event.

Are you representing an organization sponsoring the event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, (list information below)		Is the organization non-profit? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Organization's Name: Menomonie High School			
Organization's Address: 1715 5th Street W, Menomonie WI 54751			
Organization's Phone: 715-232-2606 (Fax) 715-232-2629 (E-mail) CASEY_DRAKE@msd.k12.wi.us			
Purpose of Event: Homecoming Parade		Type of Event: Parade	

Event Organizer's Name: Principal Casey Drake	
Event Organizer's Address: 1715 5th Street W.	
Event Organizer's Phone: (home) (work) x41005 715-232-2606 (E-mail) CASEY-DRAKE@MSD.K12.WI.US	

Name of Event: Homecoming Parade		Type of Event: parade	
Location of Event: Leisure center 14th Ave to 9th Around Wilson Park		Date of Event: 9/22/23	Rain date: —
Time of Event:	Start:	Finish: 5:00 pm	
Time on Site:	Start:	Finish: (include set-up and clean-up time)	
Total Number of Anticipated Attendees: (include event organizers, staff, volunteers and spectators) 300-500	City of Menomonie Support Staff Requested? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		
	Police:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number:
	Roads:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number:
	Other: (Specify)	<input type="checkbox"/> No <input type="checkbox"/> Yes	Number:

Are street(s) to be closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, if so list (If less than entire length, indicate by street number where to begin and end) See MAP	Entire length? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Check here if City Road <input checked="" type="checkbox"/> (attach approval from City of Menomonie)	1. 14th Ave From Leisure center to 9th St.
	Entire length? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Check here if County Road <input type="checkbox"/> (attach approval from Dunn County)	2. Wilson Ave. From 9th St. to 7th St.
		3. 7th St From Wilson Ave to 17th Ave. E.

4. 15th Ave from 7th St. E to 9th St E

What provisions are being made for traffic and parking? (Be sure to note traffic flow and parking sites on your site plan) Attach additional sheets if necessary. *See Parade Route Map*

MHS will have staff and administrators at the Leisure Center

What provisions are being made for crowd control and security? Attach additional sheets if necessary.

Request police

What provisions are being made for First Aid and Fire Emergency? (Be sure to show locations of emergency services on your site plan.) *Fire and emergency services participate*

in the parade

What provisions are being made for additional restrooms, port-a-potty facilities? (Be sure to show locations of restrooms and port-a-potty facilities on your site plan.)

*wilson Park has bathrooms
Leisure Center has bathrooms for
parade participants*

What provisions are being made for collection and removal of litter and recycling generated by the event? (Be sure garbage /recycling receptacles or dumpsters are shown on your site plan.)

*GFI dumpsters will be at the Leisure Center
for parade float tear down*

Will vendors, information tables, or volunteer groups be part of your event? No Yes If yes, please explain.

Certificate of Insurance or Surety Bond Information No Yes, attach a copy *School District Insurance*


The applicant is responsible for obtaining any additional permits required by the municipality in conjunction with this event. Contact individual departments to obtain applications.
APPROVED PERMITS MUST BE INCLUDED WITH THIS APPLICATION FOR SPECIAL EVENTS, OR THE SPECIAL EVENT APPLICATION WILL BE DENIED.

Check all that apply:

CITY CLERK PERMITS 715-232-2180	PARK AND RECREATION PERMITS 715-232-1664	FIRE DEPARTMENT PERMITS 715-232-2414
<input type="checkbox"/> Temporary Beer/Wine <input type="checkbox"/> Amplified Sound Permit <input type="checkbox"/> _____	<input type="checkbox"/> Park Facility Use <i>Leisure Center</i> <input type="checkbox"/> Shelter Reservations <input type="checkbox"/> Beer Keg Permit <i>Mitch Stai</i> <i>mstai@menomonie-wi.gov</i>	<input type="checkbox"/> Fireworks/Pyrotechnics <input type="checkbox"/> Grills/Open Burning <input type="checkbox"/> Tents (900 sq.ft. or greater or anything less with sides requires permit)

POLICE DEPARTMENT PERMITS 715-232-2198	DUNN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT 715-232-2388	PUBLIC WORKS
<input checked="" type="checkbox"/> Traffic Control Officers <input type="checkbox"/> Criminal History Check <i>OFFICER Zassenhaus</i> <i>Zassenhaus in @menomonie-wi.gov</i>	<input type="checkbox"/> Temporary Food Permit	<input type="checkbox"/> Race/Map Review

By signing this application, applicant acknowledges that the issuance of a special event permit does not obligate or require the City of Menomonie to provide City services, equipment or personnel in support of the event.

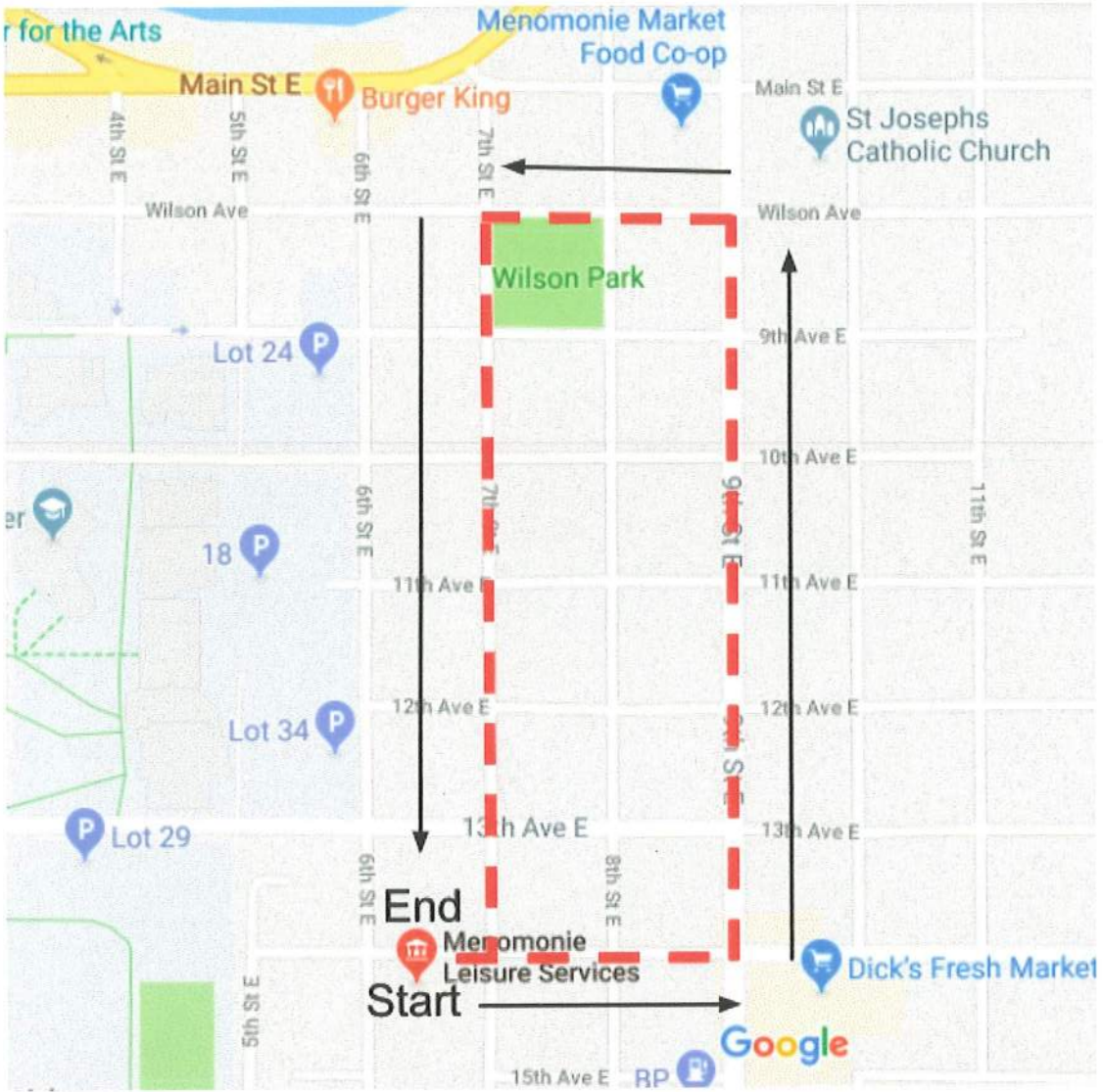
Signature: 

Print Name: Casey Drake

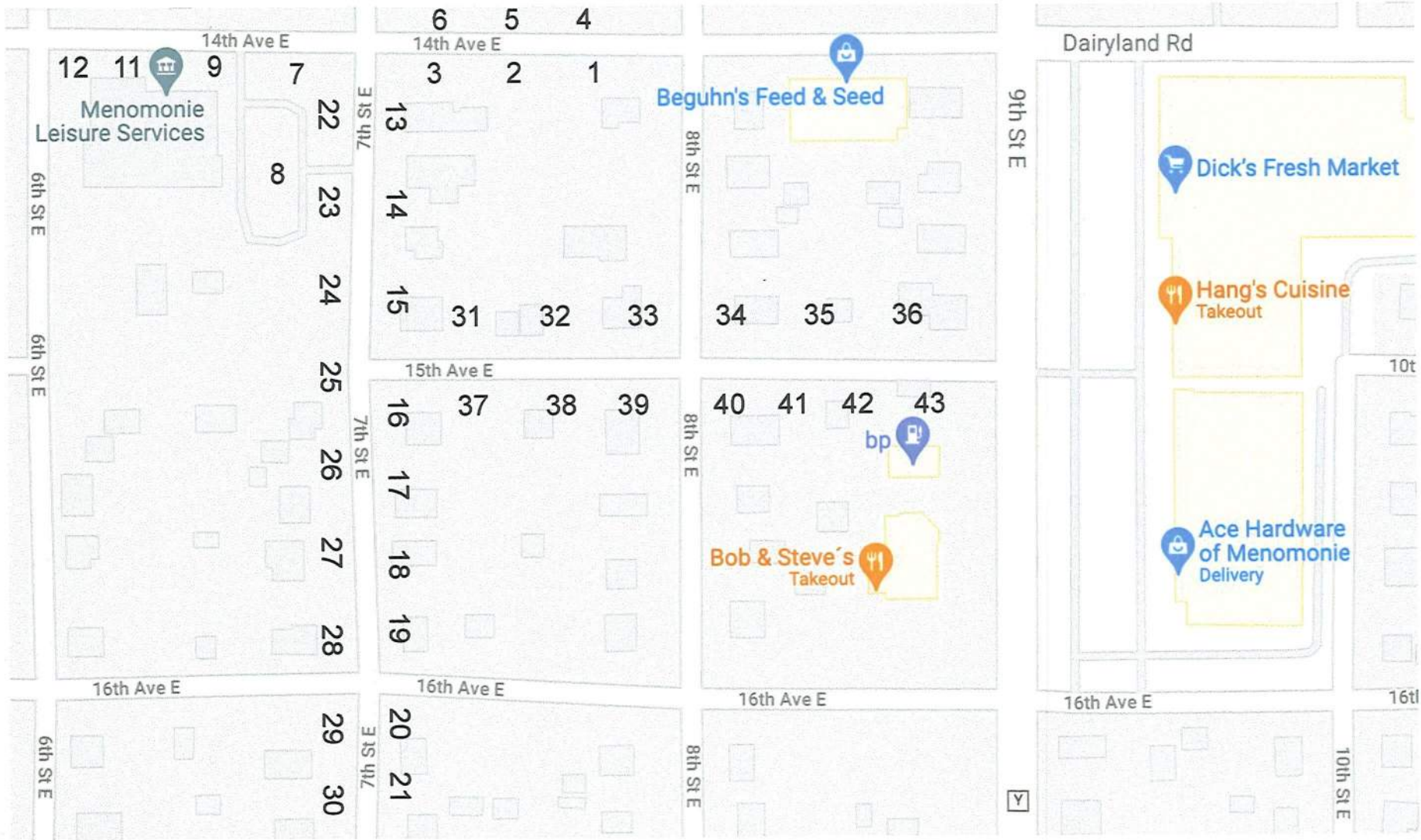
Affiliation with Applicant (If applicable): MHS Principal

Date: 8/16/23

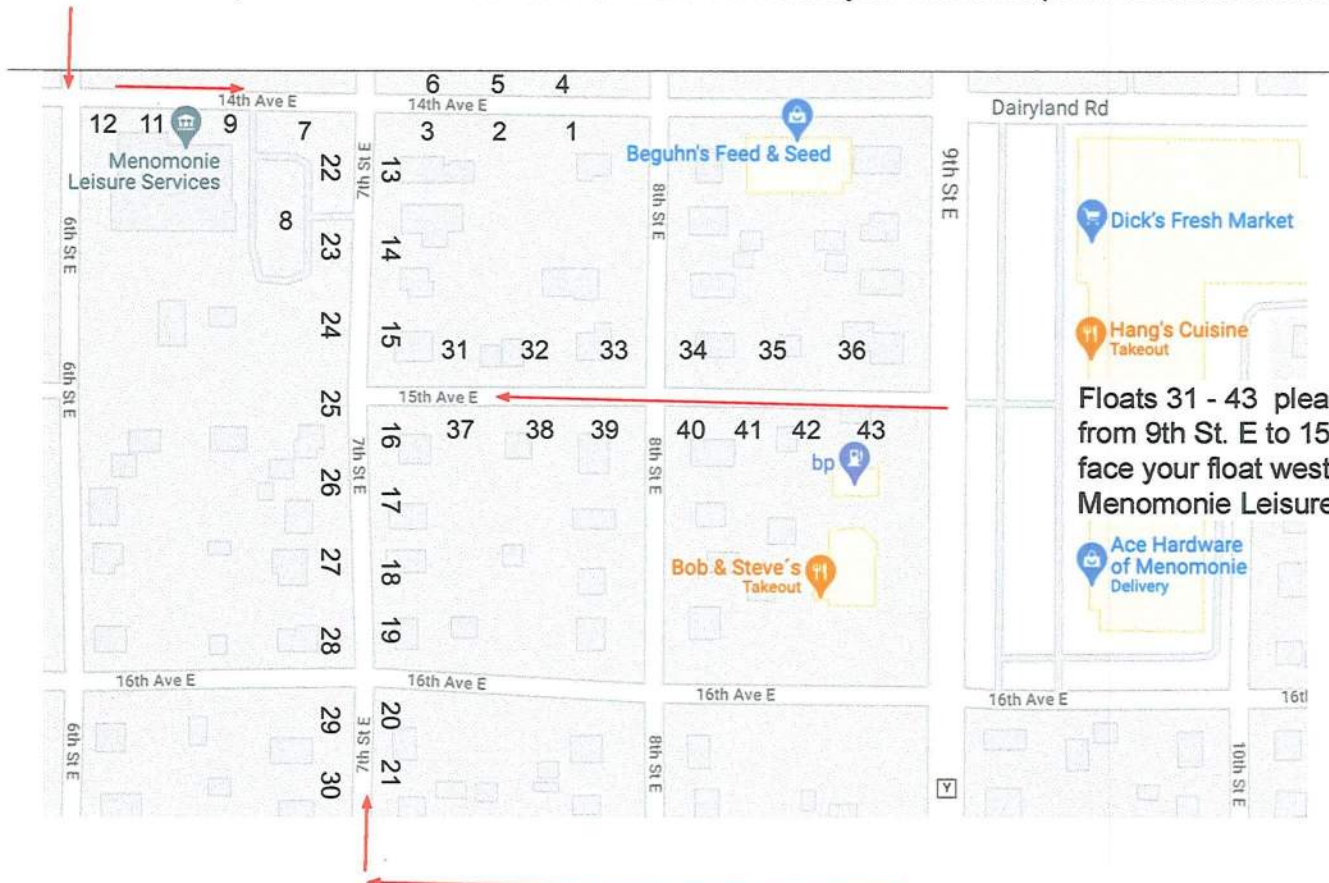
Parade Route 2023



The parade route begins on 14th Avenue, left on 9th Street. Follow 9th to Wilson Ave and take a left. Follow Wilson Ave to 7th Street and take a left. Proceed down 7th Street back to the Leisure Center to dismantle.



Floats 1 - 12 please enter from 6th St. E to 14th Ave. E face your float east (towards Dick's Fresh Market)



Floats 31 - 43 please enter from 9th St. E to 15th Ave. E face your float west (towards Menomonie Leisure Services)

Floats 13 - 30 please enter from 17th Ave. E to 7th St. E face your float north (towards UW-Stout)



MEMO

TO: Mayor Knaack and City Council
FROM: Eric Atkinson, City Administrator
SUBJECT: Special Event — Chris Krouze Homecoming Concert
DATE: August 27, 2023

The Let's Paint the Town Committee and Downtown Menomonie LLC rescheduled the previously cancelled Chris Krouze concert. The new date of the event requested is for September 22, 2023 and will be held in Wilson Park. The start time is 4:30 pm with a set up time of 4:00 pm. The end time of the event is 6:30 pm and clean-up concludes at 7:00 pm.

Upon review by City Staff, it is recommended the proposed start time be moved to 4:45 pm so the concert begins when the homecoming parade ends. Furthermore, it is recommended the set-up time be moved to 3:30 pm so the concert road crew can park their vehicles along 9th Avenue East at 8th Street East prior to the roads being shut down for the homecoming parade.

If the City Council supports the event as originally proposed the appropriate action would be a motion to approve as presented.

If the City Council supports the event with the proposed recommendations by City Staff the appropriate action would be a motion to approve the event with the recommended changes by City Staff.

City of Menomonie

City Clerk's Office
800 Wilson Ave., Menomonie, WI 54751
Phone: 715-232-2221; E-mail: kmartin@menomonie-wi.gov

Special Event

Instructions: Complete all questions, indicating N/A where non-applicable. Return to the City Clerk at the above address at least 60 days prior to the event.

Are you representing an organization sponsoring the event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, (list information below)		Is the organization non-profit? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Organization's Name:	Let's Paint the Town Committee and Downtown Menomonie		
Organization's Address:	503 Broadway St. Suite 20		
Organization's Phone:	715-235-2666 (Fax)	(E-mail)	
Purpose of Event: Community Activity	Type of Event: Music Concert		

Event Organizer's Name:	Emilie Weiss - Sylvia Gengenbach - Phil Lyons		
Event Organizer's Address:	503 Broadway St. Suite 20		
Event Organizer's Phone:	(home) 715-235-2666	(work)	(E-mail)

Name of Event: Chris Krouze Homecoming Concert		Type of Event: Musci	
Location of Event: Wilson Park Bandshell		Date of Event: 9/22/2023	Rain date: NA
Time of Event:	Start: 4:30	Finish: 6:30	
Time on Site:	Start: 4:00	Finish: 7:30 (include set-up and clean-up time)	
Total Number of Anticipated Attendees: (include event organizers, staff, volunteers and spectators) 700	City of Menomonie Support Staff Requested? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		
	Police:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number: 1
	Roads:	<input type="checkbox"/> No <input type="checkbox"/> Yes	Number:
	Other: (Specify)	<input type="checkbox"/> No <input type="checkbox"/> Yes	Number:

Are street(s) to be closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, if so list (If less than entire length, indicate by street number where to begin and end)	Entire length? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1.
	Check here if City Road <input type="checkbox"/> (attach approval from City of Menomonie)	
	Entire length? <input type="checkbox"/> Yes <input type="checkbox"/> No	2.
Check here if County Road <input type="checkbox"/> (attach approval from Dunn County)		

What provisions are being made for traffic and parking? (Be sure to note traffic flow and parking sites on your site plan)
Attach additional sheets if necessary.

Traffic and parking will already be altered due to the homecoming parade that ends in Wilson Park.

What provisions are being made for crowd control and security? Attach additional sheets if necessary.

We would request a police officer on site. Our belief is that this will be a family event with many parents.

We do not believe that this will need security provisions other than one police officer.

What provisions are being made for First Aid and Fire Emergency? (Be sure to show locations of emergency services on your site plan.)

This is a short duration event with little to no concern for fire emergency. If in the event that someone needs medical attention, the police officer can call emergency services.

What provisions are being made for additional restrooms, port-a-potty facilities? (Be sure to show locations of restrooms and port-a-potty facilities on your site plan.)

We believe that the facilities on site at Wilson Park will be adequate for the event. If the city feels we need additional restrooms, then we can certainly accommodate that request. This is a short duration, family friendly event.

What provisions are being made for collection and removal of litter and recycling generated by the event? (Be sure garbage /recycling receptacles or dumpsters are shown on your site plan.)

We will ask volunteers to clean up after the event. Trash receptacles are available on site.

Will vendors, information tables, or volunteer groups be part of your event? No Yes If yes, please explain.

Several food trucks have expressed interest in selling on Wilson Avenue. Not affiliated with event

Certificate of Insurance or Surety Bond Information No Yes, attach a copy

The applicant is responsible for obtaining any additional permits required by the municipality in conjunction with this event. Contact individual departments to obtain applications.
APPROVED PERMITS MUST BE INCLUDED WITH THIS APPLICATION FOR SPECIAL EVENTS, OR THE SPECIAL EVENT APPLICATION WILL BE DENIED.

Check all that apply:

CITY CLERK PERMITS 715-232-2180	PARK AND RECREATION PERMITS 715-232-1664	FIRE DEPARTMENT PERMITS 715-232-2414
<input type="checkbox"/> Temporary Beer/Wine <input checked="" type="checkbox"/> Amplified Sound Permit <input type="checkbox"/> _____	<input type="checkbox"/> Park Facility Use <input type="checkbox"/> Shelter Reservations <input type="checkbox"/> Beer Keg Permit	<input type="checkbox"/> Fireworks/Pyrotechnics <input type="checkbox"/> Grills/Open Burning <input type="checkbox"/> Tents (900 sq.ft. or greater or anything less with sides requires permit)

POLICE DEPARTMENT PERMITS 715-232-2198	DUNN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT 715-232-2388	PUBLIC WORKS
<input type="checkbox"/> Traffic Control Officers <input type="checkbox"/> Criminal History Check	<input type="checkbox"/> Temporary Food Permit	<input type="checkbox"/> Race/Map Review

By signing this application, applicant acknowledges that the issuance of a special event permit does not obligate or require the City of Menomonie to provide City services, equipment or personnel in support of the event.

Signature: Philip Lyons

Print Name: Phil Lyons

Affiliation with Applicant (if applicable): Member of LPTT Committee

Date: August 17, 2023



Renewal

Commercial General Liability Coverage Declarations

Customer Number: 0110118419
Policy Number: 0614250 21

Policy Period: 09/01/2023 to 09/01/2024
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Main Street of Menomonie, Inc
503 Broadway St S Ste 20
Ste 20
Menomonie, WI 54751-3399

Agency Name and Address: 48939
KADO & ASSOCIATES INSURANCE
718 NORTH BROADWAY
MENOMONIE, WI 54751
715-235-8720

Insured is a(n) Corporation

Limits of Insurance

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$300,000
Medical Expense Limit, Any One Person	\$10,000

See attached Forms Schedule for forms and endorsements applicable to this coverage.



MEMO

TO: Mayor Knaack and City Council
FROM: Eric Atkinson, City Administrator
SUBJECT: Special Event — Historic Beer Walk
DATE: August 27, 2023

The Downtown Menomonee LLC submitted a request to hold a Historic Beer Walk on October 1, 2023. The start time is noon and will conclude at 7:00 pm. The locations of the event are Main Street, the Mabel Tainter, Brewery Nonic, Zymurgy, and the Silver Dollar. A Volume One trolley will bring Beer Walk participants to and from the event locations.

If the City Council supports the Historic Beer Walk event the appropriate action would be a motion to approve the event as presented.

City of Menomonie

City Clerk's Office
800 Wilson Ave., Menomonie, WI 54751
Phone: 715-232-2221; E-mail: kmartin@menomonie-wi.gov

Special Event

Instructions: Complete all questions, indicating N/A where non-applicable. Return to the City Clerk at the above address at least 60 days prior to the event.

Are you representing an organization sponsoring the event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, (list information below)		Is the organization non-profit? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Organization's Name:	Downtown Menomonie		
Organization's Address:	503 Broadway, Suite 20		
Organization's Phone:	715-235-2666 (Fax)	(E-mail)	
Purpose of Event:	Community Activity	Type of Event:	Beer walk

Event Organizer's Name:	Jeff Frawley and Phil Lyons		
Event Organizer's Address:	503 Broadway, Suite 20		
Event Organizer's Phone:	(home) 715-235-2666	(work)	(E-mail)

Name of Event: Historic Beer Walk		Type of Event: Social/Educational	
Location of Event: Main Street/Mabel Tainter/ Nonic/ Zymurgy/ Buck		Date of Event: October 1	Rain date: NA
Time of Event:	Start: noon	Finish: 7:00 pm	
Time on Site:	Start: N/A	Finish: N/A (include set-up and clean-up time)	
Total Number of Anticipated Attendees: (include event organizers, staff, volunteers and spectators)	City of Menomonie Support Staff Requested? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
	Police:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:
	Roads:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:
	Other: (Specify)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:

Are street(s) to be closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, if so list (If less than entire length, indicate by street number where to begin and end)	Entire length? <input type="checkbox"/> Yes <input type="checkbox"/> No Check here if City Road <input type="checkbox"/> (attach approval from City of Menomonie)	1.
	Entire length? <input type="checkbox"/> Yes <input type="checkbox"/> No Check here if County Road <input type="checkbox"/> (attach approval from Dunn County)	2.

What provisions are being made for traffic and parking? (Be sure to note traffic flow and parking sites on your site plan) Attach additional sheets if necessary. Traffic not impacted. We are leasing the Volume One trolley that will take 44 individuals through the historic downtown with stops at local breweries.

What provisions are being made for crowd control and security? Attach additional sheets if necessary.

Only crowd issues will be loading and unloading into the Volume One trolley. We will have volunteers to assist.

What provisions are being made for First Aid and Fire Emergency? (Be sure to show locations of emergency services on your site plan.)

We will have staff on hand to call emergency responders in the instance of an emergency.

What provisions are being made for additional restrooms, port-a-potty facilities? (Be sure to show locations of restrooms and port-a-potty facilities on your site plan.)

Restrooms available on site in breweries.

What provisions are being made for collection and removal of litter and recycling generated by the event? (Be sure garbage /recycling receptacles or dumpsters are shown on your site plan.)

There should be little litter and trash produced by this event.

Will vendors, information tables, or volunteer groups be part of your event? No Yes If yes, please explain.

Certificate of Insurance or Surety Bond Information No Yes, attach a copy

The applicant is responsible for obtaining any additional permits required by the municipality in conjunction with this event. Contact individual departments to obtain applications.
APPROVED PERMITS MUST BE INCLUDED WITH THIS APPLICATION FOR SPECIAL EVENTS, OR THE SPECIAL EVENT APPLICATION WILL BE DENIED.

Check all that apply:

CITY CLERK PERMITS 715-232-2180	PARK AND RECREATION PERMITS 715-232-1664	FIRE DEPARTMENT PERMITS 715-232-2414
<input type="checkbox"/> Temporary Beer/Wine <input type="checkbox"/> Amplified Sound Permit <input type="checkbox"/> _____	<input type="checkbox"/> Park Facility Use <input type="checkbox"/> Shelter Reservations <input type="checkbox"/> Beer Keg Permit	<input type="checkbox"/> Flreworks/Pyrotechnics <input type="checkbox"/> Grills/Open Burning <input type="checkbox"/> Tents (900 sq.ft. or greater or anything less with sides requires permit)

POLICE DEPARTMENT PERMITS 715-232-2198	DUNN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT 715-232-2388	PUBLIC WORKS
<input type="checkbox"/> Traffic Control Officers <input type="checkbox"/> Crimlnal History Check	<input type="checkbox"/> Temporary Food Permit	<input type="checkbox"/> Race/Map Review

By signing this application, applicant acknowledges that the issuance of a special event permit does not obligate or require the City of Menomonie to provide City services, equipment or personnel in support of the event.

Signature: Philip Lyons

Print Name: Phil Lyons

Affiliation with Applicant (if applicable): Executive Director

Date: August 17, 2023



Renewal

Commercial General Liability Coverage Declarations

Customer Number: 0110118419

Policy Period: 09/01/2023 to 09/01/2024

Policy Number: 0614250 21

at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Main Street of Menomonie, Inc
503 Broadway St S Ste 20
Ste 20
Menomonie, WI 54751-3399

Agency Name and Address: 48939
KADO & ASSOCIATES INSURANCE
718 NORTH BROADWAY
MENOMONIE, WI 54751
715-235-8720

Insured is a(n) Corporation

Limits of Insurance

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$300,000
Medical Expense Limit, Any One Person	\$10,000

See attached Forms Schedule for forms and endorsements applicable to this coverage.



City of Menomoneie
David Schofield

Director of Public Works
800 Wilson Avenue
Menomoneie, WI 54751
715 232-2221 Ext.1020
dschofield@menomoneie-wi.gov

TO: Mayor & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Wakanda Water Park 2023 Season Review
DATE: September 5 City Council Meeting

Recreation Director Mitch Stai has prepared the Wakanda Water Park 2023 Season Review, a copy of which is attached hereto.

The Water Park welcomed 28,652 visitors in 2023 which is on-par with recent years. This is despite two major fecal incidents that closed the pool for multiple days while the pool was re-disinfected and several more minor fecal incidents which required shorter closures. Going forward, we will be discussing changes to how we promote swim diaper usage.

In 2022, water, electricity and gas usage were significantly higher than in prior years. We suspected that this was due to leaks in the pool's shell or water distribution system. In the spring, we hired an acoustical leak detection company to locate any leaks. The company found three leaks which were promptly fixed. These efforts paid off with significant reductions of water, electricity and gas in 2023. This allowed expenses to come back into line with prior years.

Revenue was up in 2023. This allowed the pool to nearly break even for the year which is an improvement on prior years.

No action is required on this agenda item.

Attachments:

Wakanda Water Park 2023 Season Review



1412 6th Street, Menomonie, WI 54751

**Wakanda Waterpark
2023 Expense Report**

Expenses	2023 Budget	2023 Actual	2022 Actual	2021 Actual	2019 Actual
Lifeguard Wages		65,277.18	\$52,937.85	\$53,219.97	\$50,154.29
Cashier Wages		\$5,908.38	\$4,764.19	\$8,637.59	\$5,153.22
Maintenance Wages		\$4,109.75	\$3,884.00	\$3,454.50	\$3,244.12
Manager Wages		\$7,398.75	\$12,109.50	\$11,493.75	\$11,922.62
Head Guard		N/A	\$4,147.35	N/A	N/A
Head of Waterpark Wages		\$6,814.50			
Total Wages	\$95,000.00	\$89,508.56	\$77,842.89	\$76,805.81	\$70,474.25

Account #: 01.55220.		2023 Budget	2023 Actual	2022 Actual	2021 Actual	2019 Actual
.221	Water/Sewer	\$5,000.00	\$2,625.10	\$13,142.15	\$11,258.30	\$6,881.43
.222	Electricity	\$12,000.00	\$6,288.26	\$10,464.87	\$9,510.31	\$9,497.47
.224	Gas	\$15,000.00	\$5,250.86	\$28,319.28	\$23,042.37	\$7,462.92
.225	Phone	\$525.00	\$178.56	\$270.15	\$278.64	\$459.43
.246	Contractual Repairs	\$5,000.00	\$4,849.79	\$4,778.84	\$10,366.53	\$22,028.71
.410	Office Supplies	\$200.00	\$0.00	\$124.48	\$179.35	\$150.00
.412	Custom Office Supplies	\$1,200.00	\$332.95			
.424	Dues	\$2,500.00	\$2,314.67	\$2,073.00	\$1,403.33	\$1,745.00
.442	First Aid Supplies	\$500.00	\$224.85	\$461.29	\$0.00	\$212.62
.445	Program Supplies	\$1,000.00	\$219.33			
.446	Clothing- Uniforms	\$3,000.00	\$2,083.50	\$2,842.50	\$2,417.20	\$2,076.75
.448	Training Materials	\$550.00	\$0.00	\$0.00	\$0.00	\$218.75
.454	Repairs/Misc Supplies	\$5,000.00	\$3,520.07	\$5,080.82	\$5,147.57	\$3,026.72
.478	Rescue Equipment	\$350.00	\$32.00	\$49.36	\$206.21	\$0.00
.487	Chemicals	\$16,500.00	\$19,267.01	\$15,854.43	\$602.44	\$15,124.84
	Total Contractual & Commodities	\$68,325.00	\$47,186.95	\$83,461.17	\$64,412.25	\$68,884.64

Total Waterpark Operation	\$163,325.00	\$136,695.51	\$161,304.06	\$141,218.06	\$139,358.89
----------------------------------	---------------------	---------------------	---------------------	---------------------	---------------------





1412 6th Street, Menomonie, WI 54751

**Wakanda Waterpark
2023 Revenue Report**

	2023	2022	2021	2019
Total Attendance	28,652	25,746	26,294	29,159
Daily Admissions	\$94,077.29	\$80,875.50	\$90,271.55	\$82,336.25
Season Pass Sales	\$29,674.17	\$23,553.98	\$6,669.97	\$28,191.98
Exclusive & Party Room Rentals	\$3,632.81	\$4,865.00	\$1,200.00	\$3,189.89
Punch Card Sales	\$307.00	\$0.00	\$0.00	\$1,005.00
School & Group Sales	\$4,002.00	\$3,095.50	\$2,696.00	\$8,611.50
Concession Stand Revenue	\$4,344.28	\$3,879.31	\$3,404	\$3,197.98
Total Revenues	\$136,037.55	\$116,269.29	\$104,241.85	\$126,532.60





1412 6th Street, Menomonie, WI 54751

Below are the dates the Wakanda Waterpark was closed with a time and explanation as to why the pool was closed or closed early. The Wakanda Waterpark could have been open a potential 79 days in the 2023 season.

June

10th: Closed at 4:30pm due to cold and rainy.

12th: Closed at 4:30pm due to cold and rainy.

15th – 17th: Closed due to a fecal contamination.

July

12th: Closed at 5:00pm due to rain.

17th: Closed at 5:00pm due to cold.

21st: Closed at 5:30pm.

22nd: Closed at 3:00pm due to rain.

27th: Closed at 6:00pm due to a storm.

August

5th: Closed at 5:00pm due to a fecal contamination.

13th: Closed at 5:00pm.

14th: Closed all day due to rain.

17th – 20th: Closed due to a fecal contamination.





City of Menomonie
David Schofield

Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
715 232-2221 Ext.1020
dschofield@menomonie-wi.gov

TO: Mayor & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Review of Wakanda Water Park Pool Improvement Bids
DATE: September 5 City Council Meeting

In November 2022, the City Council directed City Staff and Cedar Corporation to proceed with design and bidding of Phase I of the Wakanda Water Park Pool Improvements. Phase I included upgrades to the pool filter system. In April 2023, based upon preliminary estimates, \$1.6 million was borrowed through the General Obligation Bond Series 2023A.

Plans were completed and sent out to contractors for bids on August 9, 2023. The final construction estimated was \$1.3 million.

Bids were opened on Tuesday August 29, 2023. Unfortunately, only one bid was received and it was for \$2.673 million.

City Staff recommends that the City Council reject the bid and direct City Staff to work with Cedar Corporation to value engineer the project and rebid it before the end of 2023 for possible construction in August 2024 through May 2025.

Attachments:

Cedar Corporation Bid Analysis



MEMO

604 Wilson Avenue
Menomonie, WI 54751
715-235-9081
www.cedarcorp.com

Date	August 30, 2023
To	Menomonie City Council
From	Kris Dressler, RA / Kevin Oium, PE
Subject	City of Menomonie Wakanda Waterpark Improvements Bid Analysis

On Tuesday August 29, bids were opened for the Wakanda Waterpark Improvements project. One (1) bid was received, opened, and publicly read aloud. The bid was received from R.J. Jurowski Construction of Whitehall, Wisconsin. We have attached a bid tabulation showing the bid received.

Cedar Corporation has reviewed the bid from R.J. Jurowski Construction. As part of our review process, we reviewed the bid submitted, asked several questions regarding their bid, subcontractors, and suppliers. The review of the bid and qualifications includes the following:

- Reviewing contractor schedule and ability to maintain the schedule
- Review of Contractor Project Manager and their experience
- Review of Contractor Project Supervisor and their experience
- Review of self-performed work
- Review listing of subcontractors, suppliers, and materials
- Comparison of all received bids

Based upon the analysis of the bid received for the Wakanda Waterpark Improvements project, the responsive low bidder is:

R.J. Jurowski Construction
36385 Jurowski Dr
Whitehall, WI 54773

Bid Amount: \$2,673,000

Our final construction estimate of \$1,300,000 was discussed with City staff prior to documents being released for bidding.

As part of our review of the bid, we discussed with R.J. Jurowski options to value engineer in the project to bring the bid back down to fit within the project's budget. The options were limited in the current project and the savings on the project would be minimal.

During the bidding time, we had two (2) additional potential bidders that were asking questions. Cedar Corporation reached out to the additional potential bidders to understand any reasons why they were not willing to submit a bid for the project. Both bidders expressed a lack of sub-bids. All potential bidders indicated that they received only one bid for several scopes of work and other scopes had a wide range of bids.

If you have any questions, please feel free to contact me or Kevin Oium at (715) 235-9081.

Respectfully,

A handwritten signature in black ink, appearing to read "Kris Dressler". The signature is fluid and cursive, with the first name "Kris" and last name "Dressler" clearly distinguishable.

Kris Dressler, RA



MEMO

TO: Mayor Knaack and City Council
FROM: Eric Atkinson, City Administrator
SUBJECT: Independent Contractor Consulting Agreement for Heidi Olson
DATE: August 27, 2023

The City Administration requests the Mayor and City Council authorize an agreement with Heidi Olson to serve as an independent contractor and provide consulting services in the City of Menomonee Finance Department. Heidi Olson is the former City of Menomonee Treasurer. She possesses over thirty-four years of experience with the City.

Her time will be tracked and paid out on a monthly basis for services rendered. The recommended start date of the contract is September 15, 2023 and concludes on December 31, 2024. Heidi Olson will work on an "as needed basis" and provide consulting services for the current Treasurer Amy Gjestson.

If the City Council supports this agreement the appropriate action would be a motion to approve the Independent Contractor Consulting Agreement between Heidi Olson and the City of Menomonee.

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

WHEREAS, the City of Menomonie (hereinafter referred to as the "City") is a municipal corporation operating under the laws of the State of Wisconsin; and

WHEREAS, the City has employed Heidi Olson (hereafter referred to as "Olson") as a consultant for the City of Menomonie; and

WHEREAS, Olson will act as an independent contractor by providing consultation services for the Treasurer/Comptroller and the City Administrator under the terms and conditions set forth in this agreement.

NOW THEREFORE, in consideration of mutual promises set forth in this agreement, it is agreed by and between the City and Olson that:

1. The work to be performed by Olson shall include the following:
 - a. Assisting the Treasurer/Comptroller with the general ledger.
 - b. Provide consultation in the general function of the Treasurer/Comptroller.
 - c. Provide consultation in the process of investments and management of accounts.
 - d. Provide general consultation in the areas of interest related to the City Finance Department.
2. Olson is a sole proprietorship and it will have no employees other than Olson.
3. Olson shall perform this agreement as an independent contractor and nothing in the agreement shall be construed as inconsistent with this relationship or status. Olson is not an employee of the City and is not entitled to the benefits provided by the City to its employees, including, but not limited to health/dental insurance, group life insurance, worker's compensation, unemployment compensation, retirement benefits, vacation benefits or sick leave benefits; or any other benefit provided to a city employee.
4. Olson shall be paid \$65.00 per hour during the course of her consultation.
5. In the performance of services provided for in this agreement, Olson agrees that it shall be conducted in full compliance with any and all laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, federal, state or local.
6. Effective dates of this agreement shall be September 15, 2023 through December 31, 2024; unless terminated earlier by the City or Olson by providing the other party at least thirty (30) days' written notice. Both parties acknowledge that this agreement may be renewed by mutual agreement.

7. In the event of breach of any of the terms or conditions hereof this agreement may be terminated by the offended party upon written notice. Waiver of any breach of any provision shall not be deemed to be a waiver of any subsequent breach nor of the provision itself.
8. None of this agreement nor any interest herein, or claim hereunder shall be assigned or transferred by Olson to any party or parties.
9. No waiver, alteration or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this agreement.
10. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument.

IN WITNESS whereof the parties have executed this agreement at Menomonie, Wisconsin.

CITY OF MENOMONIE

By _____
Eric M. Atkinson (date)
City Administrator

By _____
Randy Knaack (date)
City Mayor

By _____
Katherine Martin (date)
City Clerk

OLSON

By _____
Heidi Olson (date)



MEMO

TO: Mayor Knaack and City Council
FROM: Eric Atkinson, City Administrator
SUBJECT: Kleven Property Assessment Contract
DATE: August 27, 2023

Kleven Property Assessment provides assessment services for the City of Menomonie along with assistance for the Board of Review. The current contract expires on December 31, 2023. Kleven Property Assessment submitted a contract for renewal that would begin on January 1, 2024 and would conclude on December 31, 2026. The contract and costs are in line with the previous agreement. City Staff reviewed the contract and recommend its approval.

If the City Council supports the contractual agreement the appropriate action would be a motion to approve the contract as presented.



S11091 County Road W
Eleva, WI 54738
Phone: (715) 529-1032
eric@klevenpropertyassessment.com

CONTRACT FOR:

THE 2024, 2025, AND 2026 MAINTENANCE ASSESSMENT OF REAL PROPERTY IN THE
CITY OF MENOMONIE, DUNN COUNTY, WISCONSIN.

PROPOSAL SUBMITTED BY:

KLEVEN PROPERTY ASSESSMENT, LLC
S11091 County Road W
Eleva, WI 54738

Seven Property
KPA
Assessment

THIS AGREEMENT by and between KLEVEN PROPERTY ASSESSMENT, LLC, hereinafter called the "ASSESSOR" and the CITY OF MENOMONIE, Dunn County, Wisconsin, hereinafter called the "MUNICIPALITY." The Assessor and the Municipality for the consideration stated herein agree as follows:

1. 2024 MAINTENANCE ASSESSMENT SCOPE OF WORK.

A. Inspections. The following inspection cycle shall be completed by Assessor or Assessor's authorized representative annually, namely:

1. Annexed properties, parcels with new construction, and exempt status changes shall be physically inspected, and the electronic property record prepared or updated accordingly.
2. Properties affected by building removal, fire, significant remodeling, or demolition (those requiring a building permit), or other major condition changes that typically trigger a change in the assessed value shall be physically inspected.
3. Improved properties under construction over the term of the contract years shall be re-inspected.
4. All properties with legal description changes shall be reviewed and inspected, if the Municipality or Assessor deem necessary, to ensure an accurate and fair assessment.
5. Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll within the term of the contract, shall be physically inspected during the current assessment cycle.
6. Mobile home statement of monthly parking fee calculations shall be completed, if the Municipality has an ordinance. Assessor or Assessor's authorized representative shall maintain an electronic copy of the mobile home data for each account on the Manufactured & Mobile Home Valuation Worksheet as prescribed in Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year.
7. A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forest land and undeveloped land.

B. Parcel Identification. An accurate, full legal description, a copy of or a link to the County or Municipal digital parcel maps with measurements of each land parcel and a digital sketch of all building improvements shall be contained in the existing property records. Digital parcel maps shall be made for all new records. In the event of a discrepancy, Assessor or Assessor's authorized representative shall investigate and correct the record. Assessor or Assessor's authorized representative shall have access to a computer system that allows for sortability by parcel number and complies with Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year.

C. Record. Assessor or Assessor's authorized representative shall use the appropriate record in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. If the Municipality uses a computer valuation system, Assessor or Assessor's authorized representative shall provide to the Municipality, a complete set of electronic property records in a computer readable format compatible with the Municipality's computer system. Assessor or Assessor's authorized representative shall update the records within fourteen (14) days of final adjournment of the Municipal Board of Review. Assessor or Assessor's authorized representative shall update the records prior to the open book period and again to reflect any changes made at the Municipal Board of Review. Assessor or Assessor's authorized representative shall maintain and provide the real estate property records in the format prescribed in Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Municipality business requirements as prescribed under sec. 70.09(3)(c), Wis. Stats.

D. Open Book Conference. Upon completion of Assessor's review of assessments and prior to completion of the assessment rolls, Assessor or Assessor's authorized representative shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. Assessor or Assessor's authorized representative shall send notice to each property owner of any change in assessment. The notice form used shall be that prescribed by the Wisconsin Department of Revenue, and include the time and place the open book conference(s) will be held in person or, if more practical, by appointment only. Mailing shall not be less than

fifteen (15) days* prior to the first day of the Board of Review conferences. Assessor or Assessor's authorized representative shall be present at the open book conference for a time sufficient to meet in person or by electronic means with the property owners or their agents for at least two (2) hours. Assessor or Assessor's authorized representative shall verify that statutorily required instructional materials are available at the in-person or virtual open book conference. Assessor or Assessor's authorized representative shall arrange and provide the real estate roll for viewing by the public as prescribed in Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Municipality business requirements as prescribed under sec. 70.09(3)(c), Wis. Stats.

**Thirty (30) days in advance of the Board of Review conference if AB292/SB289 passes; email notice of assessment will also be sent when applicable.*

E. Assessment Roll and Reports. Assessor or Assessor's authorized representative shall be responsible for the proper completion of the assessment roll in accordance with Chapter 70 of the Wisconsin Statutes and the *Wisconsin Property Assessment Manual*, as amended each year. Roll transmittal and reception must be made and maintained in accordance with Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year, and follow any County or Municipality prescribed business formats as provided under sec. 70.09(3)(c), Wis. Stats. Assessor or Assessor's authorized representative shall provide the final assessment figures for each property to the Municipality, and the Roll shall be totaled to an exact balance. Assessor shall prepare and electronically submit the Municipal Assessment Report (MAR) by the 2nd Monday in June filing deadline, and, if requested by the municipality, the Annual Assessment Report (AAR) 30 days after the close of the annual Board of Review to the Wisconsin Department of Revenue (DOR) via the prescribed electronic submittal format listed on the DOR website. Assessor shall prepare and submit the Agricultural Land Conversion Charge form to the County as required.

F. Board of Review Attendance.

1. Assessor or Assessor's authorized representative shall be present at the first meeting of the Municipal Board of Review as prescribed under sec. 70.47(3)(ag), Wis. Stats. Assessor or Assessor's authorized representative shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath in regard to the values determined. Assessor or Assessor's authorized representative shall attend other meetings of the Municipal Board of Review, only if specifically requested to do so by the Municipality. In the event of appeal to the Wisconsin Department of Revenue or a Circuit Court, Assessor or Assessor's authorized representative shall be available upon request of the Municipality to furnish testimony in defense of the values determined. Assessor or Assessor's authorized representative shall arrange and provide the Real Estate Assessment Roll for viewing by the public as prescribed in Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Municipality business requirements as prescribed under sec. 70.09(3)(c), Wis. Stats.
2. In the event of appeal to the Department of Revenue or to the courts, it is agreed that the Assessor and/or qualified representative(s) shall be available to furnish testimony in defense of the values in all cases which might arise. Compensation shall be as specified in the contract. The Assessor shall be paid a four-hour minimum per day at \$75 per hour.

G. Public Requests and Availability.

1. Assessor or Assessor's authorized representative shall timely respond to all open records requests received by Assessor. In so doing, Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including but not limited to sec. 70.47(7)(af), Wis. Stats., regarding income and expense information, and sec. 77.265, Wis. Stats., regarding the real estate transfer return. Assessor or Assessor's authorized representative shall timely respond to all telephone inquiries or issues within four (4) business days, whether said inquiry or issue is made directly to Assessor by a property owner or said inquiry or issue is raised to the Municipality, the Municipal Clerk or the Municipal Board of Review and subsequently passed to Assessor. Assessor or Assessor's authorized representative shall timely communicate to the

Municipality any open records inquiries or issues raised by a property owner directly to Assessor which may require additional follow-up by the Municipality.

2. Upon request by the Municipality and at any time during this Agreement, Assessor or Assessor's authorized representative shall allow access and make available to the Municipality the following items at no cost: (a) any property records, maps, and other schedules and forms created for the performance of assessment work for the Municipality, (b) all records and material obtained from the Municipality and not previously returned to include maps, plans, and Assessor's records, (c) material specifically obtained and/or used for performance of assessment work for the Municipality, to include correspondence with property owners, sales data, and operating statements of income property, and (d) any exportable text files of the data created for the performance of assessment work for the Municipality.
3. The Municipality shall allow access and make available to Assessor or Assessor's authorized representative certain municipal records relevant to Assessor's duties under this Agreement including, but not limited to, previous assessment rolls and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the Municipality at no cost. The Municipality shall maintain the real estate roll in a viewable format as prescribed in Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Municipality business requirements as prescribed under sec. 70.09(3)(c), Wis. Stats.

2. GENERAL REQUIREMENTS

A. Conformance to Statutes. All work of Assessor or Assessor's authorized representative shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue and the Municipality. Assessor or Assessor's authorized representative shall value all agricultural land at its use value, adjusted to the overall level of assessment. All Agricultural forest and undeveloped land shall be assessed at 50% of its full value, and adjusted to the level of assessment.

B. Oath of Office. Assessor shall be required to take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. If Assessor is a corporation, limited liability company or partnership, the person designated as responsible for the assessment duties shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to sec. 19.01, Wis. Stats., and filed with the Municipal Clerk prior to commencing duties. Under Wisconsin law, the statutory Assessor for the Municipality, whether contracted or on-staff is considered to be a public officer of the Municipality.

C. Qualifications and Conduct of Personnel. Assessor shall provide at Assessor's own expense any personnel necessary and shall comply with the following:

1. All personnel providing services shall be currently certified in compliance with secs. 70.05, 70.055 and 73.09, Wis. Stats., and the administrative rules prescribed by the Wisconsin Department of Revenue.
2. If Assessor is a corporation, limited liability company or partnership, Assessor shall submit to the Municipality the name of each employee anticipated to provide assessing services to the Municipality. Employees of Assessor who are later hired or were not anticipated to provide such services at the time of this Agreement, shall submit appropriate information for approval of the Municipality before field inspection work is started by the employee.
3. All employees, agents, or representatives of Assessor shall conduct themselves in a safe, sober, courteous and workmanlike manner while performing services for the Municipality.
4. Assessor shall review any complaint relative to the conduct of Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees, agents, or representatives unsatisfactory, Assessor shall, for good cause, remove such employees, agents, or

representatives from work upon written request by the Municipality, such request stating reasons for removal.

5. Assessor shall supply all of Assessor's field representatives with identification cards, including the name, company, telephone number and photograph of the employee.
6. In connection with the performance of work under this Agreement, Assessor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in sec. 51.01(5)(a), Wis. Stats. or national origin. This provision shall include, but is not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Assessor agrees to post in a conspicuous place available for employees and applications for employment notices to be provided by the contracting officer setting forth provisions of the nondiscrimination clause.

D. Ownership of records.

1. Each contract year, within fourteen (14) days of the final adjournment of the Board of Review, Assessor shall transfer to the Municipality any and all records prepared or maintained in accordance with the standards of Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year, and any and all records prepared or maintained in connection with the assessments made for the Municipality.
2. Assessor must provide all of the assessment data to the Municipal Clerk within thirty (30) days of vacating the office of Assessor or at the final adjournment of the Board of Review, whichever is later.
3. Assessor must turn over all assessment records, paper and electronic, in Assessor's custody to the Municipality within thirty (30) days of vacating the office of Assessor or at the final adjournment of the Board of Review, whichever is later.
4. Upon conversion of the paper records to an electronic form, as part of the contract, Assessor shall not destroy the original paper record; rather Assessor shall return the original paper record to the Municipality. As of the close of the 2013 Assessment Roll by the Municipal Board of Review, all assessment records are required to be stored in an electronic format. Maintaining electronic assessment data does not relieve Assessor from the responsibility of being able to provide the Municipality with a paper copy of each property record upon request.
5. The Municipality owns any and all assessment data regardless of the terms of the licensing of the software. All assessment data, such as parcel attributes, sketches, and photographs, must be stored in an electronic format. Assessor is responsible for extracting raw data in the public domain if contained in a copyrighted software database. Assessor shall not charge or transfer to the Municipality any associated third-party vendor costs for the transfer of the electronically stored data to the Municipality. Electronic data created in other systems must be maintained transferred and reside in the original format.

E. Status, change of ownership or operations. Assessor acknowledges and agrees:

1. The Assessor shall be considered a public officer and afforded the protection from civil liability under sec. 895.46(1), Wis. Stats. for carrying out duties as an officer of the Municipality. Assessor is an independent contractor to the Municipality, and that Assessor's business is independently owned and operated and that nothing in this Agreement shall be interpreted to cause or result in, directly or indirectly, any principal-agent or employer-employee relationship between Assessor and the Municipality and that nothing in this Agreement shall in any way be construed as an agreement of partnership, general or limited, joint venture, or as an agency relationship whatsoever between Assessor and the Municipality. Assessor shall not represent or advertise in any way that Assessor's relationship with the Municipality is other than stated herein.
2. Assessor shall not assign, transfer, convey, or sub-contract all or any part of any rights or obligations under this Agreement without the prior written consent of the Municipality, which consent shall be at the sole discretion of the Municipality.
3. Assessor shall notify the Municipality within five (5) days of any change in majority ownership or chief operating officer.

F. Assessor provided insurance. Assessor agrees as follows:

1. Assessor shall obtain and maintain during the term of this Agreement full coverage insurance, with the Municipality as a named insured, which insurance shall include: (a) workers compensation in compliance with Wisconsin State laws, (b) comprehensive general and public liability coverage, and (c) comprehensive automobile liability and property damage with coverage to include owned, hired, and non-hired motor vehicles used by Assessor with the following minimum limits: Bodily injury \$500,000/person, \$1,000,000/occurrence, and Property damage \$250,000/occurrence.
2. Prior to commencing services, Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. Assessor shall timely pay all insurance premiums.
3. Contractor will also maintain Errors and Omissions insurance for the duration of the term of this Agreement and shall provide proof thereof to Municipality. Municipality shall be a named certificate holder on such policy.

3. OTHER PROVISIONS

A. Liability. Contractor shall indemnify, defend and hold the Municipality, its supervisors, agents and employees harmless for and from any losses, costs (including reasonable attorney fees), expenses, damages, liability, demands or claims arising from or connected with Contractor's, its employees' or agents' activities, acts or omissions in the performance of the terms of this Agreement. The provisions of this Paragraph "3.A." shall survive termination of this Agreement as to any activities, acts or omissions by Contractor, its employees or agents, which occur prior to such termination and which trigger the obligations contained in this Paragraph "3.A."

B. Contract Assessment fee may become negotiable upon Assessor's choice if after signing date of this contract, the Wisconsin Department of Revenue or other government body requires additional services by the Assessor for contract year that was not required in previous year.

4. TERM AND TERMINATION

A. Term. The term of this Agreement shall be from JANUARY 1, 2024 to DECEMBER 31, 2026 (the "Completion Date"). Assessor shall have completed all work under this Agreement, except for appearing at the Municipal Board of Review and any subsequent appearances as per this Agreement, on or before the Completion Date. The Completion Date may be extended, if necessary, under the terms of this Agreement by mutual written consent.

B. Termination. Either party may terminate this Agreement for cause, cause being defined as a default by the other party under the terms of this Agreement upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Agreement. During the 60-day period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records.

C. Renewal or Extension. This Agreement may be renewed or extended only by mutual written consent by Assessor and the Municipality.

D. Contract Validity: Contract to be signed by the Assessor and the Municipality within 90 days of this date August 17, 2023 to be valid.

Keven Property
KPA
Assessment



2024 CITY OF MENOMONIE ASSESSMENT CONTRACT COMPENSATION:

The Municipality shall pay to the Assessor for the performance of this contract **\$35,800**. The method of payment shall be monthly invoices for services and expenses incurred during the previous month. The Municipality shall make these payments no later than 30 days after receiving an invoice.

2025 CITY OF MENOMONIE ASSESSMENT CONTRACT COMPENSATION:

The Municipality shall pay to the Assessor for the performance of this contract **\$36,000**. The method of payment shall be monthly invoices for services and expenses incurred during the previous month. The Municipality shall make these payments no later than 30 days after receiving an invoice.

2026 CITY OF MENOMONIE ASSESSMENT CONTRACT COMPENSATION:

The Municipality shall pay to the Assessor for the performance of this contract **\$36,600**. The method of payment shall be monthly invoices for services and expenses incurred during the previous month. The Municipality shall make these payments no later than 30 days after receiving an invoice.

IN WITNESS WHEREFORE, the parties hereto have set their hands this _____ day of _____, 20__.

APPROVED BY: _____ as of _____

BY: _____ as of _____

BY: _____ as of _____

ASSESSOR:  as of 8-17-2023
Eric Kleven



City of Menomonie
David Schofield

Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
715 232-2221 Ext.1020
dschofield@menomonie-wi.gov

TO: Mayor & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Property Damage Release Agreement with David & Lynn Bonjour
DATE: September 5 City Council Meeting

In August 2022 City Crews were spray patching the roadway near David & Lynn Bonjour's driveway at 1202 River Heights Road when the machine malfunctioned and sprayed oil on a portion of the driveway. City Crews cleaned up the oil on the same day.

Mr. Bonjour contacted City Staff earlier this year and indicated that he felt that the oil and/or cleaners had damaged a portion of the driveway irreparably. City Staff asked Mr. Bonjour to obtain an estimate to replace a portion of the driveway.

Atty. Ludeman prepared a Property Damage Release Agreement.

If the City Council concurs, the appropriate action would be approval of the Property Damage Release Agreement.

Attachments:

Dave Frank Summary of Incident
Upland Construction Estimate
Property Damage Release Agreement



David Schofield <dschofield@menomonie-wi.gov>

Dave Bonjour Driveway

1 message

Dave Frank <dfrank@menomonie-wi.gov>

Fri, Aug 18, 2023 at 8:44 AM

To: David Schofield <dschofield@menomonie-wi.gov>

Last year on or around August 26 2022 while patching the end of Mr. Bonjour driveway after he just replaced his old driveway with new concrete we had an accident with a spray patcher. The spray patcher tip on the end of the hose plugged and with the pressure behind it blew. Two guys were holding plywood Greg Stai and Rod Schafer while Dean Gerth was spraying so we didn't get oil on the new surface. All three individuals were covered in oil and so was Mr. Bonjour's new driveway. We purchased big orange by the gallons to help with cleanup, but it was still noticeable. A year later the concrete has pits on the surface pretty much all over but noticeably more by accident. Not sure if the clean up did the damage or not but it was an unfortunate incident..

--

Dave Frank
Community Services Superintendent
[621 11th Ave W](#)
[Menomonie Wi 54751](#)
715-953-2027 office
715-556-1770

--

Dave Frank
Community Services Superintendent
[621 11th Ave W](#)
[Menomonie Wi 54751](#)
715-953-2027 office
715-556-1770

ESTIMATE

Upland Constuction LLP
N4081 640 St
Menomonie, WI 54751

dustin@uplandconstruction.net
715-309-5919
uplandconstuction.net

David Bonjour

Bill to
David Bonjour

Estimate details
Estimate no.: 1049
Estimate date: 08/12/2023

Product or service	Amount
1. Concrete tear out and replace the bottom third of driveway.	\$3,300.00
Total	\$3,300.00

Note to customer
Thank you for your business.

PROPERTY DAMAGE RELEASE AGREEMENT

This Property Damage Release Agreement (this "Agreement") is entered into as of the Effective Date, as hereinafter defined, by and between the City of Menomonie, a Wisconsin municipal corporation ("Menomonie") and David and Lynn Bonjour (collectively "Bonjour"). Menomonie and Bonjour may be referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, on or about August 2022, the Menomonie Street Department was spray patching the street near Bonjour's residence at 1202 River Heights Road Southwest, Menomonie, Wisconsin;

WHEREAS, while spray patching, the spray patching hose burst and oil was sprayed on the bottom third of the Bonjour's driveway (the "Incident"); and

WHEREAS, the bottom third appears to currently be spalling which may have been caused by the Incident;

WHEREAS, Bonjour received a quote from the contractor who installed the driveway for \$3,300.00 to fix the driveway; and

WHEREAS, Menomonie wishes to reimburse Bonjour for the cost of repairing the Driveway.

NOW THEREFORE, in consideration of good and valuable consideration, the sufficiency of which is hereby acknowledged, as set forth above and in this Agreement by and between the Parties, the Parties agree as follows:

1. Release of Claims. In consideration of the payments detailed in Paragraph 2 of this Agreement, Bonjour hereby and forever releases and discharges Menomonie and its insureds, insurers, affiliates, and employees, from any and all claims and causes of action related to property damage in any way arising out of or related to the Incident. Said release is binding upon Bonjour's heirs, successors, and assigns.

2. Payment by Menomonie. In consideration of the Release of Claims as detailed in Paragraph 1 of this Agreement, Menomonie shall pay to Bonjour the sum of **THREE THOUSAND THREE HUNDRED AND 00/100 DOLLARS** (\$3,300.00) within thirty (30) days of the Effective Date of this Agreement.

3. Non-Admission. It is understood and agreed to between the Parties this settlement is in full compromise of a doubtful and disputed property damage claim, and this settlement, or the payment of money, is not to be construed as an admission of liability by Menomonie. It is recognized by Bonjour that Menomonie denies it is liable for the claimed damages.

4. Voluntary Acknowledgement. Menomonie and Bonjour have full knowledge and understanding of the contents of this Agreement and voluntarily enter into this Agreement and do so without having relied on any statement or representation by any other party.

5. Governing Law. This Agreement and the rights and liabilities of the Parties shall be determined in accordance with the laws of the State of Wisconsin.

6. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the terms or provisions within this Agreement, and the Parties agree to reform any such severed term or provision to reflect the reasonable intentions of the Parties to this Agreement.

7. Opportunity to Confer with Attorney. Each Party to this Agreement expressly declares that they have had a full and fair opportunity to confer with an attorney regarding the legal effects and consequences of this Agreement. This Agreement shall not be deemed to have been prepared by, or drafted by, any particular Party, and that any rule of construction, to the effect that any ambiguities are to be resolved against the drafting Party or Parties, shall not be employed in the interpretation of this Agreement.

8. Execution. This Agreement may be signed in any number or counterparts with the same effect as if the signatures hereto were executed upon the same instrument. The Parties agree that facsimile or electronic transmission of the signature of any Party shall be accepted as proper execution of this Agreement by the Party.

9. Entire Agreement. This Agreement contains the entire agreement between the Parties. The undersigned have carefully read this Agreement and know the contents, and we sign as our own free act.

[signature page to follow]

****THIS IS AN IMPORTANT LEGAL DOCUMENT – READ BEFORE SIGNING****

THIS IS A FINAL RELEASE. I HAVE READ AND UNDERSTAND EACH OF THE TERMS OF THE ABOVE AGREEMENT AND I HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY AND ASK ANY QUESTIONS THAT I HAD REGARDING THE TERMS OF THE ABOVE AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Property Damage Release Agreement on the day and year written below (the last of which shall be the “Effective Date” of this Agreement).

City of Menomonie

By:
Its:

Date

Bonjour

David Bonjour

By: David Bonjour

8-25-2023

Date

Lynn Bonjour

By: Lynn Bonjour

8-25-2023

Date

\\wprlacy\PMDOcs\63013.0090\Menomonie Bonjour Property Damage Release Agreement_20230824.docx



City of Menomonie
David Schofield

Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
715 232-2221 Ext.1020
dschofield@menomonie-wi.gov

TO: Mayor & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Offer to Purchase from Wilkens Properties, LLC for Lot 28 of CSM 2557
DATE: September 5 City Council Meeting

Wilkens Properties, LLC has proposed to purchase Lot 28 of CSM 2557 in the City's Industrial Park for \$195,000. The property is adjacent to 650th Avenue and was created in 2002.

The land has sat fallow since 2002. A predecessor to MW Distribution Properties, LLC, which owns the adjacent Anderson Windows Distribution Center, held an option on the property until 2005 but did not exercise or negotiate an extension to option. If MW or their successors desire to expand, the City still has Lot 27 available for that purpose.

The prospective buyer has indicated that it plans to construct and operate a Jerry's Towing and Truck & Trailer Repair facility on the site. A similar facility is located in Roberts, Wisconsin in the southeast quadrant of the IH 94 and STH 65 interchange. The proposed use is permitted in the I-3 General Industrial District provided that the site is constructed and operated as described.

The sale would close after September 18, 2023 and the net sale proceeds would be deposited into Budget Revenue Line # 46.45210, TID #18 Land Sales.

If the City Council concurs, the appropriate action would be approval of the Offer to Purchase.

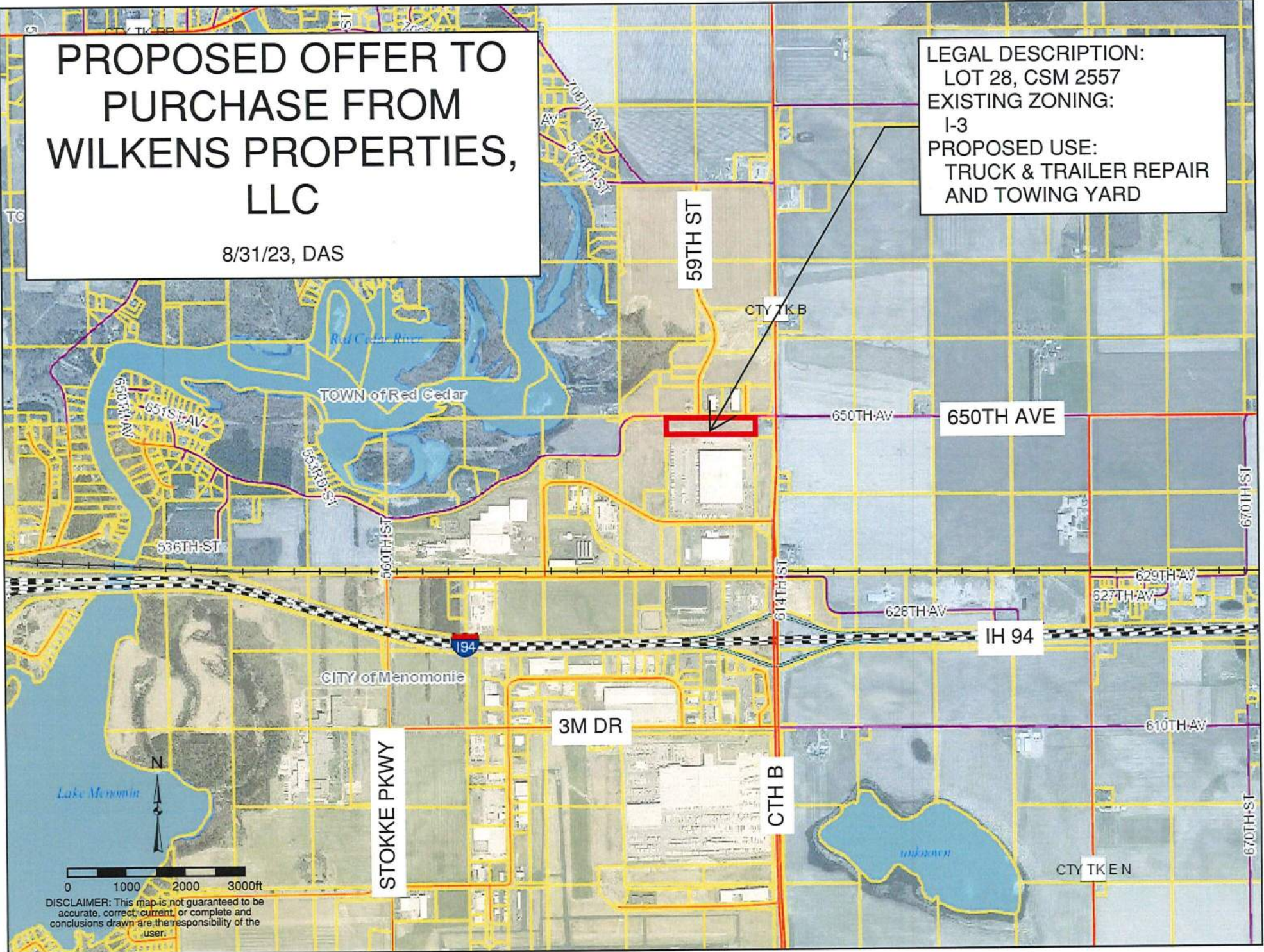
Attachments:

Location Map
CSM 2557
Wilkens Properties, LLC Offer to Purchase
Wilkens Properties, LLC e-mail regarding land use

PROPOSED OFFER TO PURCHASE FROM WILKENS PROPERTIES, LLC

8/31/23, DAS

LEGAL DESCRIPTION:
LOT 28, CSM 2557
EXISTING ZONING:
I-3
PROPOSED USE:
TRUCK & TRAILER REPAIR
AND TOWING YARD



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.



Stock No. 26273

479602

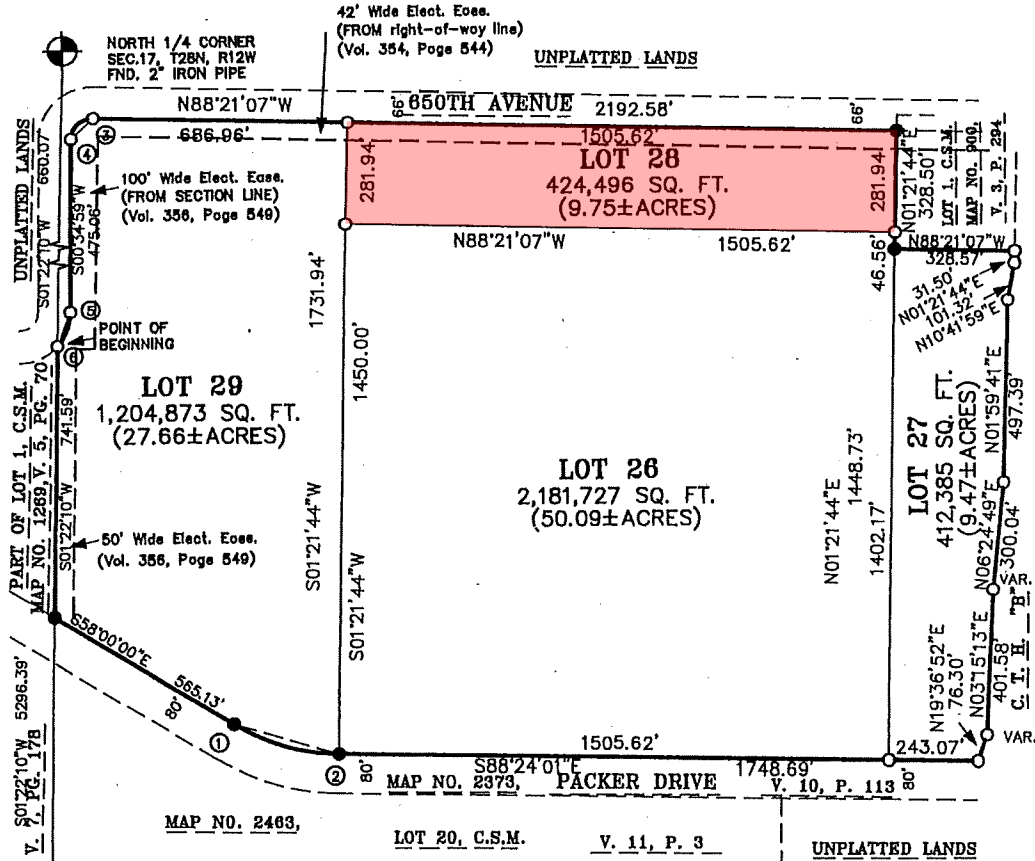
REC'D March 28, 2002 at 3:20 P.M.

RECORDED: VOL. 11 SURVEY MAPS, PAGE 97

James M. Mrdutt
 JAMES M. MRDUTT, REG OF DEEDS, DUNN CO. WI

CERTIFIED SURVEY MAP NO. 2557
VOLUME 11, PAGE 97

**PART OF THE NORTHEAST 1/4, SECTION 17, TOWNSHIP 28 NORTH,
 RANGE 12 WEST, CITY OF MENOMONIE, DUNN COUNTY, WISCONSIN**



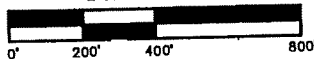
CURVE DATA TABLE

	Curve 1-2	Curve 3-4	Curve 5-6
Radius:	567.00'	58.00'	138.69'
Central angle:	30°24'01"	91°03'54"	41°45'26"
Chord length:	297.33'	82.78'	98.86'
Chord brg.:	S73°12'00.5"E	S46°06'56"W	S21°27'42"W
Arc length:	300.84'	92.18'	98.68'
B.T. brg.:	S58°00'00"E	N88°21'07"W	S00°34'59"W
F.T. brg.:	S88°24'01"E	S00°34'59"W	S42°20'25"W

PREPARED FOR :

THE CITY OF MENOMONIE
 800 WILSON AVE.
 MENOMONIE, WI 54761

SCALE: 1"=400'



LEGEND

- GOVERNMENT CORNER (AS NOTED)
- FOUND 3/4" RE-BAR
- SET, 3/4"X24" REBAR WEIGHING 1.502 LBS. PER LINEAL FOOT.

CEAR CORPORATION
 604 WILSON AVENUE
 MENOMONIE, WI 54761
 715-235-9081



James T. Swanson
 JAMES T. SWANSON, R.L.S. 1482

3/21/02

Approved by the Wisconsin Real Estate Examining Board
1/1/2021 (Optional Use Date) 2/1/2021 (Mandatory Use Date)

The Ellefson Group, LLC
Page 1 of 12, WB-13

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON August 25, 2023 [DATE] IS ~~(AGENT OF BUYER)~~

2 ~~(AGENT OF SELLER/LISTING FIRM)~~ (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Wilkens Properties, LLC

4 offers to purchase the Property known as Lot 28 with 9.75 Acres at 650th Ave

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the City of Menomonie,

8 County of Dunn Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One Hundred Ninety-Five Thousand
10 _____ Dollars (\$ 195,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: None

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what Items are included
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: NA

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20 and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in
27 an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before September 19, 2023

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
35 deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on October 20, 2023

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
43 transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 5,000.00 will be mailed, or commercially, electronically
48 or personally delivered within 5 days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as Western Wisconsin
50 Title Services) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
54 disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except:

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____ , which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and **No condition report available**.

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

Property Address: Lot 28 with 9.75 Acres at 650th Ave, Menomonie, WI 54751

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a

181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance

183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,

184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation

185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,

186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with

187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This

188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice

189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or

190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**

192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**

193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**

194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)

196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive

197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders

198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the

199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the

200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL

201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan

202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,

203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program

204 and may result in the assessment of penalties. For more information call the local DNR forester or visit

205 <https://dnr.wisconsin.gov/topic/forestry> .

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that

207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural

208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.

209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's

210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such

212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the

213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or

214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.

216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant

217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as

218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.

219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service

220 Agency office or visit <http://www.fsa.usda.gov/> .

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with

222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000

223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards

224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that

225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must

226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .

227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland

228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares

230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**

232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,

234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely

235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning

236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses

237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,

238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental

239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the

240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain

241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

Property Address: Lot 28 with 9.75 Acres at 650th Ave, Menomonie, WI 54751

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within 30 days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: automotive and large truck/trailer
252 towing, repair/service and storage and use as an impound lot.

253 _____ [Insert proposed use
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255
266 ALL THAT APPLY conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____

274 _____
275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE :

277 electricity _____ ; gas _____ ; sewer _____ ;
278 water _____ ; telephone _____ ; cable _____ ;
279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer/Seller) STRIKE ONE ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293 _____
294 STRIKE AND COMPLETE AS APPLICABLE Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
298 to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).
321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____ (list any Property component(s)
325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property Inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premlums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

Property Address: Lot 28 with 9.75 Acres at 650th Ave, Menomonie, WI 54751

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357,
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after

404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or

407 (2) _____ [Specify documentation Buyer agrees to deliver to Seller].
408

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

Property Address: Lot 28 with 9.75 Acres at 650th Ave, Menomonie, WI 54751

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____ (name other contingencies, if any); and

447 (3) Any of the following checked below:

448 Proof of bridge loan financing.

449 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
450 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

451 Other: _____

452

453 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

454 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
455 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
456 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
457 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
458 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
459 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
460 Offer becomes primary.

461 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
462 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
463 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~STRIKE ONE~~ ("Buyer" if neither is
464 stricken).

465 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
466 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
467 association assessments, fuel and _____

468 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

469 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

470 Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:

471 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
472 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
473 APPLIES IF NO BOX IS CHECKED.

474 Current assessment times current mill rate (current means as of the date of closing).

475 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
476 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

477 _____

478 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be
479 substantially different than the amount used for proration especially in transactions involving new construction,
480 extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local
481 assessor regarding possible tax changes.**

482 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
483 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
484

Property Address: Lot 28 with 9.75 Acres at 650th Ave, Menomonie, WI 54751

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____ (insert other allowable exceptions from title, if
 496 _____
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
 500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
 501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
 505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title Insurance commitment shall be delivered to Buyer's attorney
 513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
 515 paid out of the proceeds of closing and standard title Insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
 529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 536 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

537 _____
 538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

DEFINITIONS

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

Property Address: Lot 28 with 9.75 Acres at 650th Ave, Menomonie, WI 54751

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If **Buyer defaults**, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If **Seller defaults**, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** The parcel is identified as TIN 1725122812171100005
651 and as Lot 28 of CSM 2557 recorded in Vol. 11, P. 97 as Document # 479602.

652 _____
653 The seller agrees to pay the Broker commission of 2.5%
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

Property Address: Lot 28 with 9.75 Acres at 650th Ave, Menomonie, WI 54751

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.

668 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Eric Atkinson, City Administrator

671 Name of Buyer's recipient for delivery, if any: Rich Ellefson, The Ellefson Group, LLC

672 (2) Fax: fax transmission of the document or written notice to the following number:

673 Seller: () Buyer: ()

674 (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680.

677 (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: _____

680 Address for Buyer: _____

681 (5) Email: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: atkinsone@menomonie-wi.gov

683 Email Address for Buyer: office@ellefsongroup.com

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686 **ADDENDA**: The attached Property Tax Report & CSM is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Rich Ellefson, The Ellefson Group, LLC

688 _____
8/25/2023

689 (x) David Wilkens
690 Buyer's Signature ▲ Print Name Here ► Wilkens Properties, LLC Date ▲

691 (x) _____
692 Buyer's Signature ▲ Print Name Here ► Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
696 **COPY OF THIS OFFER.**

697 (x) _____
698 Seller's Signature ▲ Print Name Here ► Date ▲

699 (x) _____
700 Seller's Signature ▲ Print Name Here ► Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] Rich Ellefson, The Ellefson Group, LLC

702 _____ on 8-25-2023 at 12:15 a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



David Schofield <dschofield@menomonie-wi.gov>

FW: Menomonie land usage

1 message

Ellefson Group Office <office@ellefsongroup.com>

Wed, Aug 30, 2023 at 1:45 PM

To: Pam Wildner <pwildner@menomonie-wi.gov>, Eric Atkinson <atkinsone@menomonie-wi.gov>, David Schofield <dschofield@menomonie-wi.gov>

Just received the below email from Dave Wilkens on the 9.75 acres.

Rich Ellefson

Ellefson Group, LLC

office@ellefsongroup.com

715-308-1580

www.EllefsonGroup.com

From: Lisa Borgschatz <lisab@jttr.net>

Sent: Wednesday, August 30, 2023 1:37 PM

To: office@ellefsongroup.com

Cc: David Wilkens <DavidW@jttr.net>

Subject: Menomonie land usage

Rich,

Thank you for your friendship and partnership over the years in finally helping us find our new home in Menomonie WI. This facility will house both Jerry's Towing and Truck & Trailer Repair. As with all of our facilities this will be maintained at a very high level of cleanliness and organization. The facility will be screened, lighted and secured. In regards to you question on outside storage, this is the standard operating procedure for any and all vehicles brought into our facility. Typically a vehicle being impounded by law enforcement or being held for insurance purposes, will be removed from impound in 7-10 business days. After the 10th day we will send out certified letter to the last known registered owner informing them of their vehicles location and process to remove from impound. If owner does not respond within 30 days of impound, said vehicle will be processed for disposal or salvage. Typically within 45 days all vehicles will be processed and removed from impound, however that can fluctuate depending on law enforcement, and or insurance process for incidents as a fatality. In rare occasion, it can be on location for 90 days. In any case, our expectation is always to maintain high expectations of property cleanliness in order to be good neighbors and partnerships with the city of Menomonie.

If you have any other questions, please feel free to reach out to David.

Thank you!

Lisa Borgschatz

Star Equipment Sales

www.starequipmentsales.com
lisab@jttr.net
644 Star Ln. PO Box 66 Roberts WI 54023
715-749-4450

Star
EQUIPMENT
SALES





MEMO

TO: Mayor & City Council

FROM: Megen Hines, Environmental Program Coordinator

SUBJECT: 2024 Clean Sweep Hazardous Waste Grant Contract

DATE: August 30, 2023

The City of Menomonie received a Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) Clean Sweep grant in the amount of \$11,508.28 to support a 2024 Clean Sweep Hazardous Waste collection event in Menomonie, in partnership with the Town of Red Cedar and the Town of Menomonie.

The City would be responsible for a 25% local match of \$2,877.07. The City would likely have more expenses than that as the two previous Clean Sweep Hazardous Waste collection events cost about \$16,000 each and were just for City residents only. The hazardous waste line item in the 2024 solid waste and recycling budget will be updated once we receive the expenses from the 2023 Clean Sweep collection. This will allow us to more accurately budget for the 2024 collection.

The City will be taking the lead on the event organization and promotion and final reporting. The towns will assist in promotion, organization and will provide volunteers to help the day of the event. The City will be invoicing the towns for the number of participants from their municipality based on the cost per participant after all revenue sources (grant and user fees) are accounted for.

The recommended action would be a motion to accept the 2024 Clean Sweep Grant award and direct staff to sign the contract.

Attachments:

- City of Menomonie 2024 Clean Sweep Grant Contract



State of Wisconsin
Governor Tony Evers

Department of Agriculture, Trade and Consumer Protection
Secretary Randy Romanski

**CLEAN SWEEP AGRICULTURE (Ag) and HOUSEHOLD HAZARDOUS WASTE (HHW)
COLLECTION GRANT CONTRACT**

**BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION
AND
City of Menomonie**

THIS GRANT CONTRACT is made and entered into for the period **01/01/2024** through **12/31/2024** (“Performance Period”) by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection (“Department” or “State”), whose principal business address is 2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708-8911 and City of Menomonie (“Grantee” or “Grant Recipient”), whose service address is 800 Wilson Ave, Menomonie, WI 54751.

WHEREAS, the Department has authority to award a grant for a chemical and container collection program and administer a grant program to assist in creating and operating local programs for the collection and disposal of household hazardous waste, pursuant to Wis. Stat. §§ 93.55(2) and 93.57 (“Program”); and

WHEREAS, the Department has reviewed your Clean Sweep Ag and HHW collection grant application for timeliness, completeness, and the criteria required by Ch. ATCP 34.08, Wis. Admin. Code; and

WHEREAS, the State has approved an award to the Grantee in the amount of **\$ 0.00** for Agriculture collections and the amount of **\$11,508.28** for Household Hazardous Waste collections, for a total of **\$11,508.28** for eligible activities herein described (“Project”); and

WHEREAS, the Department and Grantee agree that Grantee possesses the personnel and capabilities necessary to administer the Project in a manner consistent with state and federal laws, including Wis. Stat. §§ 93.55(2) and 93.57; and

WHEREAS, the terms and conditions herein shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract; and

WHEREAS, this Contract is mutually exclusive and is distinguished from all previous Contracts between the Grantee and the Department and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 38 and Attachments A – F which are annexed and made

Wisconsin - America's Dairyland

2811 Agriculture Drive • PO Box 8911 • Madison, WI 53708-8911 • Wisconsin.gov

An equal opportunity employer

a part hereof. In the event of a conflict between any provision contained in the Attachments and any other provision of this Contract, the Attachment provision shall prevail over the conflicting provision in this Contract.

Attachment A – Contract Administrators
Attachment B – Program Rules
Attachment C – Scope of Work

Attachment D – Budget
Attachment E – Method of Payment
Attachment F – Reporting Requirements

IN WITNESS WHEREOF, the Department and Grantee have executed this Contract as of the date this Contract is signed by the Department.

Each undersigned representative of the Department and the Grantee certifies that he or she is fully authorized to enter into the terms of this Contract on behalf of the entity they represent and to execute and legally bind such party to this Contract.

City of Menomonie

**DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER
PROTECTION**

BY: _____
Megen Hines

BY: _____
Robby Personette

TITLE: Environmental Program Coordinator

TITLE: Administrator

DATE: _____

DATE: _____

DUNS #: [000000000]

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Department employee responsible for the administration of this Contract is identified as the Department Contract Administrator in Attachment A, or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Contract.

The Grantee's employee responsible for the administration of this Contract is identified as the Grantee Contract Administrator in Attachment A, who shall represent the Grantee's interest regarding Contract performance, financial records, and related considerations. The Department shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAWS AND REGULATIONS

This Project shall be governed under the laws of the State of Wisconsin, the laws of the United States, all rules and regulations, and all laws, rules, and regulations specifically applicable to the Program including but not limited to those identified in Attachment B.

ARTICLE 3. AVAILABILITY OF FUNDS

Termination of this Contract in whole or part for lack of appropriations shall be without penalty.

ARTICLE 4. SCOPE OF WORK

The eligible activities under this Contract are summarized in the Attachment C.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (Attachment D). Changes to the Scope of Work shall be by written agreement of both the Department and the Grantee.

ARTICLE 5. SUBLET OR ASSIGNMENT OF CONTRACT

No right or duty in whole or in part of the grantee under this Contract may be assigned or delegated without the prior written consent of the Department.

ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this Contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Contract without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

ARTICLE 7. CONFLICT OF INTEREST

No person who is an employee, agent, consultant, or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Contract, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement, subcontract, or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines that such exception is in the best interests of the State and is not contrary to state or federal laws.

Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state Contracts.

ARTICLE 8. DUAL EMPLOYMENT

Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

ARTICLE 9. INDEPENDENT CAPACITY OF CONTRACTOR

The parties hereto agree that the Grantee, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

ARTICLE 10. HOLD HARMLESS

The Grantee will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its contractors, in prosecuting work under this Contract. This provision shall not be construed as a waiver of any statutory or common law immunity or limitation of liability afforded to grantee.

ARTICLE 11. FOREIGN CORPORATION

A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

ARTICLE 12. ANTITRUST ASSIGNMENT

The Grantee and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Grantee hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

ARTICLE 13. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this Contract, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities.

- 13.1 Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Contract is awarded, the Grantee must submit the plan to the Department for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the Department.
- 13.2 The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 13.3 Failure to comply with the conditions of this clause may result in the Grantee becoming declared an "ineligible" contractor, termination of the Contract, or withholding of payment.
- 13.4 Pursuant to s. 16.75(10p), Wis. Stats., Grantee agrees it is not, and will not for the duration of the Contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

13.5 Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

ARTICLE 14. TERMINATION OF CONTRACT

The Department reserves the right to terminate this Contract in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Contract.

Notwithstanding and in addition to the right to terminate the Contract for cause described above, the Department may terminate this Contract at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the Department.

The Grantee may terminate this Contract with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Contract is terminated by either party, for any reason whatsoever, the Grantee shall refund upon written demand to the Grantee any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

ARTICLE 15. FAILURE TO PERFORM

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Contract if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Contract.

ARTICLE 16. AMENDMENT

This Contract may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 17. SEVERABILITY

If any provision of this Contract shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Contract.

ARTICLE 18. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 19. FORCE MAJEURE

Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

ARTICLE 20. CHOICE OF LAW AND VENUE

In the event of a dispute, this Contract shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

ARTICLE 21. STANDARDS OF PERFORMANCE

The Grantee shall perform the Project and activities as described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 22. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Contract shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract.

ARTICLE 23. MULTIPLE ORIGINALS; ELECTRONIC SIGNATURE

This Contract may be executed in multiple originals, which together shall constitute a single Contract. The parties agree to accept a handwritten signature or an electronic signature that complies with Wis. Stat. Ch. 137 to execute this Contract.

FISCAL TERMS AND CONDITIONS

ARTICLE 24. METHOD OF PAYMENT

The method of payment is set forth in Attachment E.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Contract.

ARTICLE 25. REIMBURSEMENT OF FUNDS

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs provided for under this Contract. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Contract has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due upon written demand to the Grantee.

ARTICLE 26. FINANCIAL MANAGEMENT

The Grantee shall maintain a financial management system that complies with the rules, regulations and requirements of the Program funding source described in the Attachments and with standards established by the Department to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Contract are sufficiently segregated from other agreements, programs, and/or projects.

The Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. The Grantee's chart of accounts and accounting system shall permit timely preparation of expenditure reports required by the Division.

Records shall be maintained after final audit of the Contract for a period of not less than five (5) years unless the program requirements are longer.

ARTICLE 27. LIMITATION ON COSTS

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Contract shall not exceed the total amount for eligible costs, as identified in the Attachment. Changes to this Contract that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

ARTICLE 28. ELIGIBLE COSTS

28.1 No eligible costs subject to reimbursement by this Contract may be incurred prior to the execution of this Contract unless previously approved in writing by the Department.

28.2 Costs only as identified in the Attachments are allowed.

ARTICLE 29. VENDOR TAX DELINQUENCY

Grantees who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 30. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department of Administration. Audit reports are due to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

ARTICLE 31. BONDING AND INSURANCE

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Contract funds and activities undertaken with Contract funds and program income expended under this Contract.

ARTICLE 32. RECORDS AND REPORTS

All records pertaining to this Contract shall be retained by the Grantee for at least five (5) years following the end of the Contract term. The Grantee shall maintain reasonable segregation of project accounts and records to enable the Department to track expenditures made with funds provided under this Contract. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Contract, the Grantee shall provide the requested records to the Department.

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations.

ARTICLE 33. EXAMINATION OF RECORDS

The Department, any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Contract. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Contract. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Contract. The Grantee

shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

ARTICLE 34. PERFORMANCE REVIEW

The Department may review the Grantee's performance under this Contract. The Department may conduct reasonable inspections to determine performance under this Contract. The Department may examine records related to personnel time charged to the Contract funding, as well as documentation of all costs for equipment, supplies, and other expenses charged to the Contract funding. The Department reserves the right to conduct a follow-up survey of the project in order to determine long-term impacts of funding received by the Grantee under this Contract from grant funds.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information ("Confidential Information") for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract. Grantee shall require all such Representatives to read and sign a non-disclosure statement and shall be responsible for the breach of this Contract by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Definitions

"Confidential Information" means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or

state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

ARTICLE 36. LOBBYING

Money paid under this Contract by the Department to the Grantee shall not be used by the Grantee in any fashion either directly or indirectly for lobbying activities of any kind. The Grantee shall not use money received under this Contract for any illegal activities.

ARTICLE 37. PUBLICATIONS, INVENTIONS, AND TRADEMARKS

37.1 All materials and products produced under this Contract become the property of the Grantee. The Grantee may publish and copyright materials or trademark products and services produced under this Contract subject to the following conditions: The Department receives a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, publish, or post on the internet non-trade-secret and non-confidential or nonproprietary financial information regarding the project for governmental purposes, and as promotional materials for purposes of publicity about the funding program.

37.2 The Grantee may not claim that the State endorses its products or services.

37.3 The Grantee shall acknowledge Department support on any publications written or published or any audiovisual produced with Department financial support that publicizes, announces, or promotes the projects, activities, and events resulting from this Contract. Funding credit including Department logo must appear in all programs, publicity, and promotional materials. The following wording and Department logo should be used:

Funding for this was made possible, in part, by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP). The views expressed in written materials, publications, speakers, and moderators do not necessarily reflect the official policies of DATCP; nor does any mention of trade names, commercial practices, or organization imply endorsement by the State of Wisconsin.

ARTICLE 38. DEBARMENT

All Contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Information on debarment is available at the following website: <https://www.acquisition.gov/browse/index/far>. In the event the Grantee is debarred, the Department reserves the right to cancel the Contract upon notice.

ATTACHMENT A

CONTRACT ADMINISTRATORS

Department Contract Administrator

Robby Personette, Administrator
Division of Agricultural Resource Management
Department of Agriculture, Trade and Consumer
Protection
2811 Agriculture Dr.
Madison, WI
53718

Phone: 608 224-4550

E-mail: Robby.Personette@wisconsin.gov

Grantee Contract Administrator

Megen Hines
Environmental Program Coordinator
City of Menomonie
800 Wilson Ave, Menomonie, WI 54751

Phone: 715-232-2221 ext 1005

E-mail: mhines@menomonie-wi.gov

ATTACHMENT B

PROGRAM RULES

The Grantee shall comply with the Program Rules as follows:

The Grantee may be subject to and liable for repayment if, as determined by the Division, the Grantee is found to be out of compliance with program laws, policies, regulations, rules, or guidance.

- B 1. The grant funds awarded by the Department shall be used to reimburse the Grant Recipient's direct costs listed in s. ATCP 34.04(2), Wis. Admin. Code, for the agricultural chemical and container collection and/or household hazardous waste collection project. The project being funded by this Contract must meet applicable requirements in Ch. ATCP 34, Wis. Admin. Code. This Contract is subject to and incorporates applicable provisions of ss. 93.55, and 93.57, Wis. Stats; Ch. ATCP 34, Wis. Admin. Code, and the grant announcement issued by the Department pursuant to Ch. ATCP 34, Wis. Admin. Code.
- B 2. The Grant Recipient shall at all times comply with all federal, state or local laws, ordinances, regulations or formal guidelines in effect during the period of this Contract. The Department may withhold paying or seek the return of dispersed grant funds in any amount it deems appropriate if the Grant Recipient breaches any provision of this Contract or fails to at all times comply with all federal, state, or local laws, ordinances, regulations or formal guidelines in effect during the period of this Contract, including the failure to meet timeframes established in this Contract or Ch. ATCP 34, Wis. Admin. Code.

ATTACHMENT C

SCOPE OF WORK

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Contract shall take precedence.

The Grantee shall do the following under this Contract.

- C 1. The grant funds awarded by the Department shall be used to reimburse the Grant Recipient's direct costs listed in s. ATCP 34.04(2), Wis. Admin. Code, for the agricultural chemical and container collection and/or household hazardous waste collection project. The project being funded by this Contract must meet applicable requirements in Ch. ATCP 34, Wis. Admin. Code. This Contract is subject to and incorporates applicable provisions of ss. 93.55, and 93.57, Wis. Stats, Ch. ATCP 34, Wis. Admin. Code, and the grant announcement issued by the Department, pursuant to Ch. ATCP 34, Wis. Admin. Code.
- C 2. The Grant Recipient shall at all times comply with all federal, state and local laws, ordinances, regulations and formal guidelines in effect during the period of this Contract. The Department may withhold paying or seek the return of dispersed grant funds in any amount it deems appropriate if the Grant Recipient breaches any provision of this Contract or fails to at all times comply with all federal, state, and local laws, ordinances, regulations and formal guidelines in effect during the period of this Contract, including the failure to meet timeframes established in this Contract or Ch. ATCP 34, Wis. Admin. Code.
- C 3. The Department shall not pay any grant funds to the Grant Recipient for reimbursement of costs incurred for collecting or disposing of the items listed in s. ATCP 34.04(3), Wis. Admin. Code, or for reimbursement of costs not directly related to the project activities described in the grant application. Upon written notice from the Department, the Grant Recipient shall return to the Department any grant funds received by the Grant Recipient for reimbursement of costs not directly related to the project activities described in the grant application.
- C 4. The Grant Recipient shall perform and complete the Ag and HHW collection activities described in the Grant Recipient's approved grant application on file with the Department, and any approved amendments to its approved grant application. Tasks required for successful project completion include, but are not limited to, participation in planning meetings, collection site selection, project management, fiscal accounting and record keeping, an organized public relations campaign, site walk-throughs, pre-registration for Very Small Quantity Generators (VSQGs), waste collection and transportation, and making necessary operational adjustments. The Grant Recipient shall complete and submit a final report to the Department within 60 days after the project is completed as provided in s. ATCP 34.18 (1), Wis. Admin. Code and the Final Report Guidelines for Agricultural and Household Hazardous Waste Grants. Grant recipient's failure to submit a complete final report or to request an extension (not to exceed 45 days), within 60 days after the Grant Recipient completes the project will be subject to Contract termination for cause under s. ATCP 34.20 (1)(a), Wis. Admin. Code.

- C 5. The Grant Recipient shall assume responsibility as a hazardous waste generator, under the Federal Resource Conservation and Recovery Act (RCRA), for hazardous waste received in connection with the project funded by this Contract. As a hazardous waste generator, the Grant Recipient shall comply with applicable requirements under s. 291.21, Wis. Stats., and RCRA. The Grant Recipient shall contract with a hazardous waste contractor as provided in s. ATCP 34.16, Wis. Admin. Code. A signed copy of the Grant Recipient's hazardous waste contract shall be available for review by the Department prior to commencing and throughout grant activities under this Contract. By signing this Contract, the Grant Recipient affirms the hazardous waste contract and contractor complies with s. ATCP 34.16, Wis. Admin. Code, and the corresponding pricing schedule must be provided to the Department prior to any hazardous waste collection events for this contract year. If the Grant Recipient contracts with the hazardous waste contractor that manages the state of Wisconsin's hazardous wastes under the cooperative state purchasing agreement, submittal of the pricing schedule is not needed.
- C 6. The Department may cancel this Contract, in whole or in part, without penalty, if the Grant Recipient violates this Contract or fails to comply with applicable provisions of ss. 93.55 and 93.57, Wis. Stats. or Ch. ATCP 34, Wis. Admin. Code. The grant funding under this Contract is contingent upon the availability of funding. If money is not available for project funding due to non-appropriation of funds, the Department may cancel this Contract, in whole or in part, without penalty.
- C 7. Amendments to this Contract, if any, shall be in writing, mutually agreed upon by the Department and the Grant Recipient, and signed by the authorized representative of the Department and the Grant Recipient. The original grant Contract, General Terms and Conditions, the approved grant application, amendments and referenced statutes and rules shall constitute the entire Contract.
- C 8. This Contract shall take effect upon final signature of the parties, and shall end December 31st of this Contract Year or 30 days after either party notifies the other in writing of its desire to terminate this Contract. This Contract replaces any previous Contracts between the Department and the Grant Recipient.
- C 9. The person who signs this Contract on behalf of the Grant Recipient is authorized to and does commit the Grant Recipient to the terms and conditions of this Contract.

ATTACHMENT D

PROJECT BUDGET

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Contract shall take precedence.

City of Menomonie

Expenditures may not exceed the amount of the funds authorized for this Contract.

- D 1. The Grant Recipient shall fund a portion of the Grant Recipient project by providing a contribution in accordance with the provisions of s. ATCP 34.04(5), Wis. Admin. Code. The total dollar value of the contribution shall be a minimum of 25% of the final total project cost. The dollar value amounts shall be reported on reimbursement documents.
- D 2. The Grant Recipient shall pay the hazardous waste contractor the amounts due and owing under the Grant Recipient's hazardous waste contract for the hazardous waste contractor's incurred costs that are to be reimbursed to the Grant Recipient under this project.
- D 3. For permanent collection projects, one or more partial grant fund payments may be provided during the permanent collection project. An interim report containing interim information of the type required under s. ATCP 34.18(2)(b), Wis. Admin. Code, may be required before any partial payment is made.
- D 4. From the contracted funding, up to 50% of a Grant Recipient's cost to collect and dispose of agricultural pesticides and containers received from VSQGs, as defined in s. ATCP 34.02(18), Wis. Admin. Code, who are not agricultural producers, may be reimbursed provided that the requirements of ss. ATCP 34.04(6) and 34.14, Wis. Admin. Code, have been satisfied. The reimbursement percentage shall not exceed 50% of the total cost of the collection from VSQGs unless the administrator of the Department's agricultural resource management division approves a higher percentage rate.
- D 5. A county that receives grant funds for both a farm chemical waste collection project and a household waste collection project may reallocate up to 50% of either project's grant funding to the other project based on unanticipated changes in demand for collection services in either project. Reallocation of funds is prohibited if the reallocation results in a shortage of funds for that project. Documentation for the amount of the transfer and the reasons for the transfer of funds must be provided in the final report.

ATTACHMENT E

METHOD OF PAYMENT

Following the execution of this Contract, payment shall be made in conformance with the following:

1. The Department shall not provide reimbursement if the maximum amount of the Contract has been paid to the Grantee.
2. The Department reserves the right to reduce the award if the Grantee has not spent nor allocated funds.

All requests for payment must be completed within sixty (60) days of the date of your last event. The dollar value amounts shall be reported on reimbursement documents. Payments that exceed allowable costs incurred and paid by the Grantee pursuant to the terms of this Contract, if outstanding at the expiration of this Contract, shall be repaid to the Department within forty-five (45) days of the expiration date of the Performance Period. The Division, in accordance with State procedures, shall reconcile payments and report expenses.

Payments shall be used only for expenses incurred during the Performance Period.

- E 1. Except as otherwise provided, payment of grant funds to the Grant Recipient shall be made only after the Grant Recipient has completed all activities described in the approved grant application and submitted the final report required, under s. ATCP 34.18, Wis. Admin. Code, to the Department. Grant award payments, less any amounts withheld because of the Grant Recipient's breach of this contract, shall be made within 60 days after submission of final report.
- E 2. The Department shall not pay any grant funds to the Grant Recipient for reimbursement of costs incurred for collecting or disposing of the items listed in s. ATCP 34.04(3), Wis. Admin. Code, or for reimbursement of costs not directly related to the project activities described in the grant application. Upon written notice from the Department, the Grant Recipient shall return to the Department any grant funds received by the Grant Recipient for reimbursement of costs not directly related to the project activities described in the grant application.
- E 3. At its sole discretion, the Department may choose to award additional Agriculture and/or Household Hazardous waste grant funding to the above referenced Contractor in the event that other Clean Sweep Grantees return unused Clean Sweep funds during the [year] calendar year (if the total unspent funds equate to \$1,000 or more). This award will be in addition to the award shown above in this contract. Reallocation of these unspent funds will be determined by the Department. One factor the Department will use in determining this distribution is the amount in which the grantee overspent their grant awards. Not all grantees which overspent their grant awards will receive additional funding.

ATTACHMENT F

REPORTING REQUIREMENTS

A. Report

The Grantee shall comply with the fiscal and Program reporting requirements of the Division as set forth in the Clean Sweep Manual and/or attachments to this Contract or as requested by the Division.

Reports shall be submitted to the Division in accordance with the directions in Clean Sweep Policy Manual or as directed by the Division. The Department reserves the right to amend and require additional information or reports as needed.

B. Program-Specific Reporting Requirements

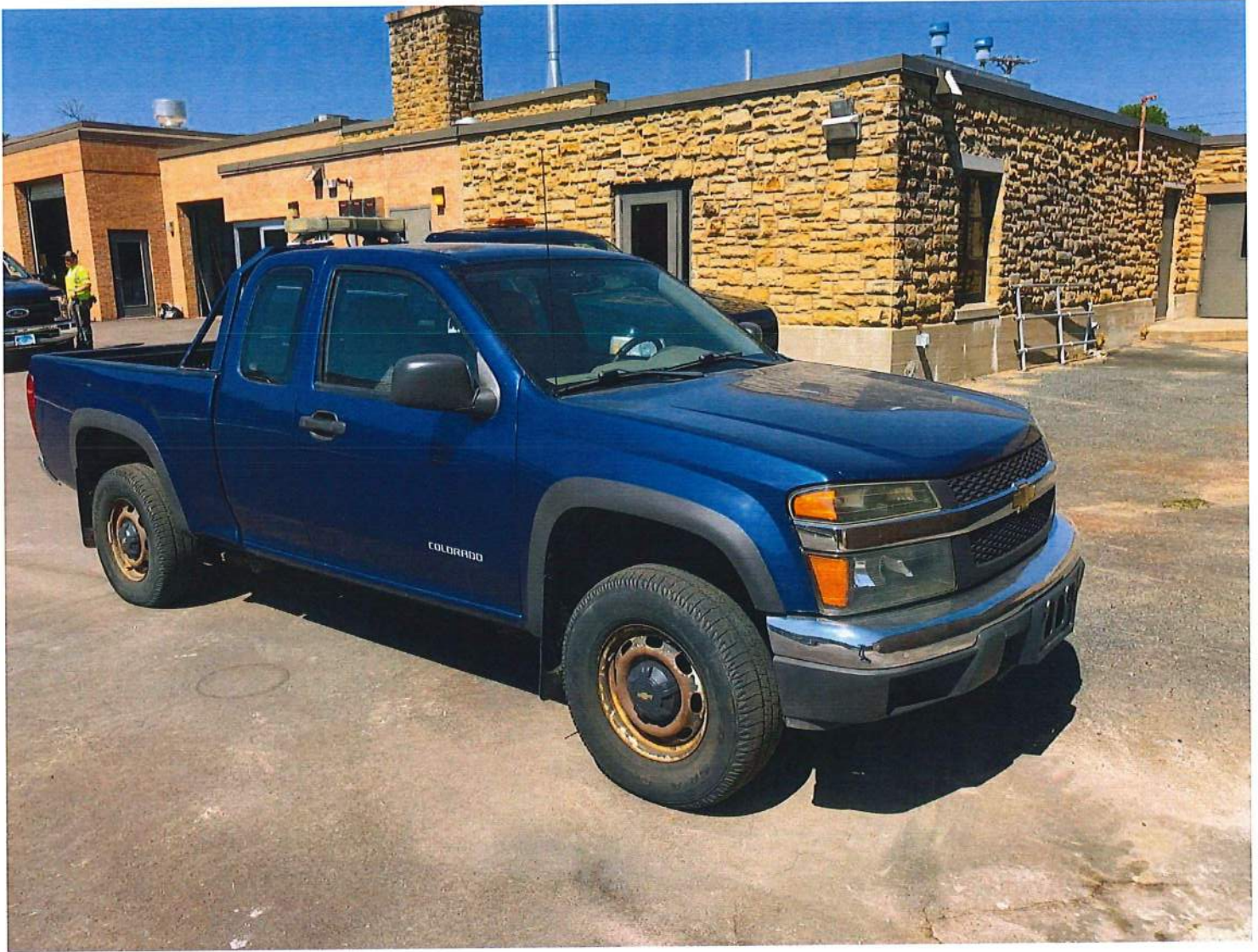
Final report. A grant recipient shall provide the department with a final report on a clean sweep project within 60 days after the grant recipient completes the project. The department may grant an extension, not to exceed, if requested within the 60-day period. The final report shall include all of the following:

- (a) The number of persons who delivered chemical waste or if known, unwanted prescription drugs, for collection.
- (b) The types and amounts of chemical wastes and unwanted prescription drugs collected.
- (c) The total cost of the project. The report shall include supporting documentation, including invoices for the transportation and disposal of chemical waste and unwanted prescription drugs, along with invoices/receipts/documentation for all expenses, except salaries, continue to use the Labor Worksheet for any salary expenses.
- (d) An evaluation of the project, including the need for future clean sweeps projects, if any, and the appropriate timing of those projects, an identification of problems and possible solutions, the public information program conducted in connection with the project, and suggestions on how to collect chemical waste or unwanted prescription drugs in the future.
- (e) An estimate of future chemical waste or unwanted prescription drug collection needs.
- (f) The information required under s. ATCP 34.14 (3) if the clean sweep project collects pesticides from very small quantity generators.

Memo

To: Mayor and City Council
From: Paul Sterk, Wastewater Superintendent
CC: Eric Atkinson, City Administrator and David Schofield, Director of Public Works
Date: 18:32
Re: 2005 Chevy Colorado to State Auction

A new pickup truck was purchased in June for the Wastewater Utility. It replaces the 2005 Chevrolet Colorado. I would like to place the Colorado for sale on the State Auction website to sell to the highest bidder.





MEMO

TO: Mayor & City Council
FROM: Eric Atkinson, City Administrator
SUBJECT: Termination of City Hall Lease
DATE: September 5, 2023 City Council Meeting

The City currently has a lease with Artema Somatics, LLC that has an end date of December 2024.

Due to health reasons, Melissa Artema has requested to terminate her current lease, without penalty, effective September 30, 2023.

Upon consultation with City Staff, City Attorney, and Rich Ellefson (leasing agent), it is the recommendation to allow the termination of the current lease.

Attachments:

- Termination Request Email



Pam Wildner <pwildner@menomonie-wi.gov>

FW: Artema Somatics LLC - Request to terminate city hall lease

1 message

Ellefsen Group Office <office@ellefsongroup.com>

Wed, Aug 30, 2023 at 11:09 AM

To: Pam Wildner <pwildner@menomonie-wi.gov>, Eric Atkinson <atkinsone@menomonie-wi.gov>, David Schofield <dschofield@menomonie-wi.gov>

----- Forwarded message -----

From: **Melissa Artema** <melissaartema@gmail.com>

Date: Wed, Aug 30, 2023 at 10:52 AM

Subject: Artema Somatics LLC - Request to terminate city hall lease

To: Rich Ellefsen <ellefsen.rich@gmail.com>

Hello, after speaking with Rich Ellefsen about options regarding my current situation, I am writing to request termination of my business' current lease with City Hall, without penalty and with the ability to receive my security deposit back, effective 9/30/23 as my move out date, due to a decline in my health.

I live with multiple disabilities and complex chronic illnesses. My conditions have recently significantly exacerbated, making me unable to work much anymore. As of the month of July, I had lost functionality for over 50% of the days out of the month. That leaves me very little ability to work casually / intermittently and zero ability to work consistently since the majority of my disabilities and medical issues are dynamic and unpredictable from day to day.

I sincerely ask that you please approve my request since I am unable to make a stable income anymore. I hope you find it a win-win situation since the market rate for rent has significantly increased since I signed my original lease in 2021. I suspect renting to a new tenant will bring in a lot more money for the city as well and that terminating my current lease would benefit both of us.

Thank you for your kind consideration,

Melissa Artema

Artema Somatics LLC
800 Wilson Ave, Suite 51

--

Rich Ellefsen

715-308-1580

The Ellefsen Group, LLC

www.ellefsongroup.com



City of Menomonie
David Schofield

Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
715 232-2221 Ext.1020
dschofield@menomonie-wi.gov

TO: Mayor & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Amending Title 9, Chapter 3 Fire Code
DATE: September 5 City Council Meeting

The Fire Department and Building Inspection Department have proposed to amend Title 9, Chapter 3 Fire Code to adopt Wisconsin Statute SPS 314.01(13)(b) in its entirety into City Code 9-3-3 C.

Attachments:

SPS.01(13)(b)
Ordinance Amendment

Below is the current language in 9-3-3 C.

C. Required inspections of buildings, structures, and premises shall be conducted at least once in each non-overlapping six (6)-month period per calendar year, or more often if ordered by the fire chief.

This is what we are requesting 9-3-3 C to read - SPS 314.01 (13)(b) in its entirety.

(b) Fire prevention inspections.

1. 'General.' The chief of the fire department shall be responsible for having all public buildings and places of employment within the territory of the fire department inspected for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire, or any violations of any law or ordinance relating to fire hazards or to the prevention of fires.
2. 'Determining the buildings that are to be inspected.' The fire chief shall be responsible for determining those public buildings and places of employment that are to be inspected, for each municipality for which the fire department has responsibility.
3. 'Scheduling of inspections.' Fire prevention inspections shall be conducted at least once in each non-overlapping 6-month period per calendar year, or more often if ordered by the fire chief, in all territory served by the fire department, except as provided in subds. 4. to 7.

Note: The Department of Health Services may require additional fire inspections for nursing homes.

4. 'Exception for first class cities.' In first class cities, the fire chief may establish the schedule of fire inspections. The fire chief shall base the frequency of the inspections on hazard classification, the proportion of public area, the record of fire code violations, the ratio of occupancy to size and any other factor the chief deems significant. Property other than residential property with 4 dwelling units or less shall be inspected at least once annually.
5. 'General exception for other municipalities.' Within the territory of each fire department, in each municipality other than first class cities, the following types of occupancies shall be inspected at least once per calendar year, provided the interval between those inspections does not exceed 15 months:
 - a. Offices, outpatient clinics and dental clinics, if less than 3 stories in height.
 - b. Unoccupied utility facilities, such as a water well facility, electric power substation and communication facility.
 - c. Places of worship that do not have a rental hall, child day care facility or preschool to 12th grade instruction within the immediate church building.
 - d. Buildings at colleges and universities, if used exclusively for classroom lecture or offices, provided there are no laboratories, chemical storage or industrial arts rooms in the building.
 - e. Libraries, museums and art galleries.
 - f. Hotels and motels, if less than 3 stories in height.
 - g. Townhouses and rowhouses, if less than 3 stories in height.
 - h. Residential condominiums and apartments, if there are less than 5 units under one roof.
 - i. Convents and monasteries.
 - j. Detention and correctional facilities.
 - k. Garages used for storage only.

- L. Pedestrian walkways and tunnels, membrane structures, open parking structures, outdoor theaters, assembly seating areas, greenhouses and mini-storage buildings. If interior access to mini-storage buildings cannot be obtained, an exterior inspection shall be conducted.
- m. Vacant or unoccupied buildings. If interior access to vacant or unoccupied buildings cannot be obtained, an exterior inspection shall be conducted.
- n. Confined spaces. An area that is identified by a sign as a permit-required confined space need not be internally inspected, but an exterior inspection shall be conducted.
- o. Townhouses, rowhouses, residential condominiums and apartments with no common use areas. An exterior inspection of these occupancies shall be conducted.
- p. Fully-sprinklered office buildings up to 60 feet in height.
- q. Fully-sprinklered residential condominiums and apartments, if less than 3 stories in height.
- r. Fully-sprinklered townhouses and rowhouses, if less than 4 stories in height.

Note: Fully-sprinklered buildings are protected throughout by an automatic fire sprinkler system as specified in NFPA 13 or 13R, as referenced in chs. [SPS 361](#) to [366](#).

- s. Seasonal or periodic occupancies, provided at least one interior inspection is conducted during an occupancy period and provided the occupancy does not extend beyond 6 months in any calendar year.

6. 'Discretionary exception for other municipalities.'

- a. For low-use buildings or places of employment, including those specified in subd. [6. b.](#) to [f.](#), in lieu of the inspection frequency specified in subd. [3.](#) or [5.](#), the fire chief may base the frequency of the inspections on hazard classification, the proportion of public area, the record of fire code violations, the ratio of occupancy to size and any other factor the chief deems significant. Property other than residential property with 4 dwelling units or less shall be inspected at least once annually.
- b. Seasonal occupancies.
- c. Temporary-occupancy uses — such as farm structures temporarily used for winter storage, horse stables or riding arenas.
- d. Home-occupation accessory buildings used as businesses.
- e. Seldom or infrequently occupied buildings.
- f. Unoccupied buildings.

Note: To reduce the potential for difficulties to arise during the audits addressed in s. [SPS 314.01 \(14\) \(d\)](#), fire chiefs who exercise this discretion should either declare the corresponding buildings and inspection frequency in advance, or maintain a corresponding list of buildings to be inspected and their inspection frequency.

7. 'Local ordinances for reducing the frequency of inspections.'

- a. Where authorized by a local ordinance, a city, village or town may reduce the inspections required under subd. [3.](#) to at least once per calendar year, provided the interval between those inspections does not exceed 15 months.
- b. Any local ordinance adopted under subd. [7. a.](#) shall be made available to the department during an audit conducted under sub. [\(14\) \(d\)](#).

- 8. 'Inspection reports.' The fire chief shall make and keep on file reports of fire prevention inspections, except in first class cities the commissioner of the building inspection department shall make and keep the reports. For at least 7 years, the reports shall be maintained in written form or in another form capable of conversion into written form within a reasonable amount of time.

Note: The Department has developed fire inspection report forms that may be used by fire departments. The fire inspection report forms (SBD-10615A and SBD-5295) are available from

the Division of Industry Services through one or more of the following means: in the Appendix; at P.O. Box 7162, Madison, WI 53707-7162; or at the Department's Web site at <http://dsps.wi.gov> through links to Division of Industry Services forms.

9. 'Inspectors.' Fire safety inspections shall be conducted by the department or deputy or an authorized representative of the deputy.

10. 'Statutory inspection authority.' The rules of this chapter do not limit or deny the ability of department deputies to conduct the activities under s. [101.14 \(1\) \(a\)](#) and [\(b\)](#), Stats., for the purpose of ascertaining and causing to be corrected any condition liable to cause fire, or any violation of any law or order relating to fire hazards or to the prevention of fire.

Note: Under s. [101.14 \(2\) \(a\)](#) of the Statutes, and as referenced in s. [SPS 314.01 \(14\) \(a\)](#), "The chief of the fire department in every city, village, or town, except cities of the 1st class, is constituted a deputy of the department."

11. 'Fire inspector training.' All fire department personnel directly involved in conducting fire inspections are authorized by the department and by the fire chief to conduct the inspections upon completion of training approved by the fire chief.

ORDINANCE 2023 - _____ OF THE ORDINANCES FOR THE CITY OF MENOMONIE FOR 2023.

An ordinance amending Section 9-3-3 C. of the City Code.

THE COMMON COUNCIL OF THE CITY OF MENOMONIE DO ORDAIN AS FOLLOWS:

Section 1. Section 9-3-3 C. of the City Code is hereby amended in its entirety to read as follows:

9-3-3: CODE ENFORCEMENT AND FEES:

...

C. Required inspections of buildings, structures, and premises shall be conducted pursuant to Wisconsin Administrative Code, Safety and Professional Services Chapter 314.01(13)(b).

...

Section 2. This ordinance shall take effect upon the date of publication as provided in Section 62.11(4)(a), Wisconsin Statutes.

INTRODUCED _____

APPROVED THIS 5th DAY

FIRST READING _____

OF SEPTEMBER, 2023

SECOND READING _____

MAYOR, RANDY KNAACK

PASSED _____

PUBLISHED _____

SUBMITTED BY:

ATTEST _____

CITY CLERK, CATHERINE MARTIN

ALDERPERSON

BUDGET TRANSFER REQUEST FORM

TRANSFER TO:

AMOUNT \$ \$2,000

ACCOUNT TITLE AND NUMBER Police Department 01.52110

LINE ITEM NAME AND EXTENSION Schools and Conferences .439

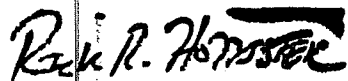
TRANSFER FROM:

ACCOUNT TITLE AND NUMBER Police Department 01.52110

LINE ITEM NAME AND EXTENSION Parking Tickets .417

REASON: (This does not mean "budget overdrawn." It means why the proposed budget overdraft is necessary!)

MPD has gone through tremendous and unexpected leadership transitions in 2023. We are requesting additional funds into the Schools and Conference line to support those changes. We have two new lieutenants and there is an opportunity to send them to a highly rated First Line Supervisor training that will prove to be extremely beneficial for our young department. MPD would like to continue providing top of the line service to the community though all of the recent transitions in leadership.



Authorized Signature



Date

Budget transfer form

BUDGET TRANSFER REQUEST FORM

TRANSFER TO:

AMOUNT \$_770.00_____

ACCOUNT TITLE AND NUMBER__Aquatics – 01.55220_____

LINE ITEM NAME AND EXTENSION__Chemicals – .487_____

LINE ITEM NAME AND EXTENSION_____

TRANSFER FROM:

ACCOUNT TITLE AND NUMBER__Aquatics – 01.55220_____

LINE ITEM NAME AND EXTENSION__Gas – .224_____

REASON: (This does not mean “budget overdrawn:” It means why the proposed budget overdraft is necessary!)

The Recreation Department is asking for a \$770.00 budget transfer to our chemicals budget line item. We needed extra chemicals at the end of the season to treat incidents at the waterpark. We also need three gallons of Acid Magic to help shut the waterpark down for the season. After talking with Pete Ross, we will not need to purchase anymore chemicals this season.

Mitchell Stei
Authorized Signature

08/29/2023
Date



MEMO

TO: Mayor & City Council
FROM: Eric Atkinson, City Administrator
SUBJECT: 2022 Year-End Budget Transfers
DATE: September 5, 2023 City Council Meeting

Enclosed are the proposed 2022 budget transfers from Wipfli.

The transfers have been reviewed by Administration and are in agreement with the entries.

2022 Proposed Budget Transfers

		DECREASE	INCREASE
Budgeted revenues:			
01.44230	Public Charges - Ambulance Service		376,000.00
01.44591	Sale & Transfer of Fuel		40,000.00
01.60000.699	Addition to Contingent Fund	416,000.00	
		416,000.00	416,000.00
Budgeted expenditures:		INCREASE	DECREASE
01.51971.153	Retirement		77,000.00
01.51973.154	Health Insurance		64,000.00
01.52110.112	Police- Overtime	80,000.00	
01.52310.111	Fire - Salaries	19,300.00	
01.52310.117	Substitute - Vacation & Sick	68,000.00	
01.52310.278	Ambulance Service Billing	17,700.00	
01.54140.457	Fuel	123,000.00	
01.54310.451	Fuel	47,000.00	
01.55130.111	Leisure Services Center - Salaries	33,000.00	
01.55210.111	Recreation - Salaries	17,000.00	
01.55220.121	Pool & Beach - Wages - Full Time	5,000.00	
01.55220.224	Pool & Beach - Gas/Heating Fuel	20,000.00	
01.55410.121	Parks - Wages- Full Time	13,000.00	
01.55410.123	Parks - Other Dept Wages	96,000.00	
01.56320.220	Plan Commission - Consulting	18,000.00	
01.60000.699	Contingent Fund		416,000.00
		557,000.00	557,000.00
	Balance	973,000.00	973,000.00



City of Menomonie
David Schofield

Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
715 232-2221 Ext.1020
dschofield@menomonie-wi.gov

TO: Mayor & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Heller Road Street Improvement Update
DATE: September 5 City Council Meeting

The Community Services Department will be improving Heller Road in Fall 2023 or Spring 2024. The project will start at the Wilson Creek Bridge and extend approximately 1,000 feet east to the top of the hill. The project will include removing the existing asphalt, minor ditching, adding gravel and paving new asphalt.

The roadway will be closed during construction. We will erect a sign notifying the public of the impending closure and will notify the Town of Menomonie. Access will be maintained to Menomonie Golf & Country Club.

This work was included in the 2023 budget as Budget Line # 33.91420.

No action is required on this agenda item.

Attachments:

Location Map

HELLER ROAD STREET IMPROVEMENTS

8/31/23, DAS

620TH AVE

E4367

E4396

Wilson Creek

PROJECT AREA

HELLER RD

USH 12

CEDAR AV W

CEDAR CT

CAKAY W

442

1806

1806

1802

1718

1712

406

521

520

507

420

408

407

316

406

419

420

1806

301

320

320

320

320

320

320

320

320

320

320

320

320

320

1415

1411

1320

1313

1314

1309



DISCLAIMER: This map is for informational purposes only. It is not intended to be used as a legal document. The information is provided as is, without any warranty, express or implied. The user assumes all responsibility for the use of this information.

September 5, 2023 Council List

<u>2023 Claims</u>	<u>Description</u>	<u>Total Invoice</u>	<u>Amt Overdrawn</u>
Credit Card	Sewer-Computer Prog., Parks-Material/Supply, Fire-Kitchen/Lenen Supply, Police-Fees	\$12,958.73	\$346.82
Menomonic Hardware	Parks-Building Supplies/Maint, Parks-Material/Supply	\$679.58	\$28.51
	Total	\$13,638.31	\$375.33
<u>Sewer Utility Account</u>			
Visu-Sewer Inc	Sewer-Maint of Collection System-Contractual Repairs	\$202,325.30	
<u>2023 Parking Utility Claims</u>	<u>Description</u>	<u>Total Invoice</u>	
	Total	\$0.00	

**Revised