

CITY OF MENOMONIE COUNCIL MEETING CITY COUNCIL CHAMBERS 7:00 PM

City of Menomonie 800 Wilson Ave

1st Floor

Monday – October 16, 2023

AMENDED AGENDA

Pledge of Allegiance

- 1. Roll Call & Special Recognitions
- 2. Approval of Minutes
- 3. Public Hearings
- 4. Public Comments
- 5. Unfinished Business
 - a. Amending Title 14, Chapter 4 to adjust minimum lot sizes for unsewered lots created on or after January 1, 2024 to one (1) acre discussion and possible ordinance adoption.

6. New Business

- a. Proposed Agreement with Menomonie Rural Fire & Ambulance District for 2024 Supportive Fire and Ambulance Service discussion and possible motion approving.
- b. Proposed Agreement with Dunn County for USH 12 Trail Project discussion and possible motion approving.
- c. Proposed Library Tax Resolution discussion and possible motion approving.
- d. Proposed Agreement with Dunn County for 2024 Tax Collection discussion and possible motion approving.
- e. Request from the Police Department to use insurance funds for a patrol squad uplift and new police chief vehicle discussion and possible motion approving.
- f. Review of 2024 General Fund Budget, Subsidy Requests and Capital Improvement Plan discussion.
- g. Proposal to amend WinterDaze Special Event Permit on December 7, 2023 to allow burn barrels in the public right-of-way discussion and possible motion approving.
- h. Proposed Ordinance Annexing a 19.62 acre parcel owned by Harmony Parks, LLC adjacent to Eagle Point Road from the Town of Red Cedar and establishing a temporary Agriculture zoning

 Discussion, possible referral to Plan Commission.

7. Budget Transfers

- 8. Mayor's Report
- 9. Communications and Miscellaneous Business
 - a. Special Meeting Regarding Subsidy Requests November 6, 2023 at 5:30pm.
 - b. Regular Meeting November 6, 2023 at 7:00pm.
- 10. Claims
- 11. Licenses
 - a. Normal license list and renewals

12. Closed

- a. Motion to convene in closed session under Wisconsin Statutes 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
 - Discuss/consider City Administrator six-month performance evaluation and consider wage adjustment pursuant to City Administrator Employment Agreement dated March 14, 2023.

13. Return to Open Session

- a. Motion to reconvene in open session under Wisconsin Statutes 19.85(2).
- b. City may take action on items under discussion in closed session and/or report action taken in closed session, if any.
 - Discuss/consider City Administrator six-month performance evaluation and consider wage adjustment pursuant to City Administrator Employment Agreement dated March 14, 2023.

14. Adjourn

"PUBLIC ACCESS"

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 October 2, 2023, and called to order by Mayor Knaack at 7:00 p.m. in the City Council Chambers. The following members were present: Burstad, Sutherland, Yonko, Schwebs, Gentz, Solberg, Schlough (attended virtually via Zoom), Erdman and Sommerfeld. Luther and McCullough were absent.

MOTION was made by Schwebs, seconded by Gentz, and carried to approve the minutes of September 18, 2023 council meeting.

PUBLIC HEARING - None

PUBLIC COMMENTS - None

- ORDINANCE to amend Title 14, Chapter 4 to adjust minimum lot sizes for unsewered lots created or modified on or after January 1, 2024 to one (1) acre was INTRODUCED by McCullough on August 7, 2023. MOTION was made by Yonko, seconded by Solberg and carried to waive the second reading.
- MOTION to approve the request from Lt. Chad Mroczenski of the Menomonie Police Department to bow hunt on City owned land located at the City Landfill and the MPD Shooting Range in order to manage the deer population in those areas was made by Sutherland, seconded by Schwebs and carried. Yonko was opposed.
- MOTION to approve the Ellefson Group LLC lease contract for a one-year term, with an expiration date of September 30, 2024 was made by Sutherland, seconded by Sommerfeld, and carried unanimously on roll call vote.
- MOTION to approve the Capital Improvements Project 2025 model squad order for the Menomonie Police Department, to be submitted in late fall of 2023, was made by Schwebs, seconded by Yonko, and carried unanimously.
- MOTION to approve the Stepping Stones Appliance Contract in the amount of \$18,873.10 was made by Solberg, seconded by Gentz, and carried unanimously on roll call vote.
- BUDGET TRANSFERS Motion was made by Solberg, seconded by Erdman, and carried unanimously on roll call vote to approve the following budget transfers: \$11,450 from the Maintenance of Meters New Meters account to the Maintenance of Meters Materials/Supplies account in order to purchase additional radios for meter reading; \$12,600.95 from the Contingency fund to the IT Computer Programs account to cover the increase in cost from Google Workspace; \$3,950 from the Fire Department P/T Wages account to the Fire Department Radios/Pagers account in order to acquire several new pagers at a reduced price; \$500 from the Sewer Department Lab Operating Supplies & Expense Materials/Supplies account to the Lab Operating Supplies & Expense Equipment Repairs account in order to cover the cost of an unexpected lab supply replacement.
- MAYOR'S REPORT Mayor Knaack reported that 191 residents from the Town of Red Cedar, the Town of Menomonie and the City attended the annual Clean Sweep. The Chris Kroeze concert during Homecoming was extremely well attended and the mayor thanked everyone involved to make the event such a success.

 Mayor Knaack announced that he is endorsing a Mayoral Proclamation, designating October 15, 2023 as the City of Menomonie White Cane Safety Day.
- COMMUNICATIONS AND MISCELLANEOUS BUSINESS City Administrator Atkinson informed council that the initial budget draft will be submitted on October 16th and the budget is scheduled to be adopted on November

20th, unless another special meeting is needed. Capital Improvement Projects and subsidy requests will also be included with the budget submission. Public Works Director, Schofield reported that Heller Road is being paved tomorrow and that by the end of the week, the City hopes to have Stokke Trail paved.

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

September 18, 2023 Claims

Ansay & Associates LLC	\$5,027.00
Diesel Machine Service Inc	\$211.37
Dunn Cty Register of Deeds	\$30.00
Fastenal	\$172.11
Fleet Pride	\$133.89
Hawkins	\$5,218.10
HG Meigs	\$440.99
Industrial Marketing & Consult	\$332.38
John Fabick Tractor Co	\$290.03
Neednah Foundry	\$1,424.00
Northern Lake Service	\$428.28
State Lab of Hygiene	\$28.00
Tennant	\$88.00
Uniform/The Shop	\$195.70
Weld Riley	\$8,095.50
Weld Riley	\$238.00
Woodley Company	\$147.95
24/7 Telecom	\$247.77
Total	\$22,749.07

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

LICENSES - October 2, 2023

TEMPORARY CLASS "B" BEER & "CLASS B" WINE LICENSE:

Menomonie Area Chamber of Commerce, 1125 N Broadway St, Ste 3 Business After Hours @ Ellsworth Menomonie Creamery 10/16/2023

TEMPORARY CLASS "B" BEER LICENSE:

Red Cedar Racing Association, 620 17th St SE Punky Manor Rain Date 10/13/2023-10/15/2023 Menomonie Youth Hockey Association, 620 17th St SE Stout Hockey 10/20/2023, 11/17/2023-11/18/2023 MOTION to adjourn was made by Gentz, seconded by Sutherland, and carried unanimously. Kate Martin, City Clerk



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:

City Council & Mayor

FROM:

David Schofield, Director of Public Works

SUBJECT: Adjust Minimum Lot Areas

DATE:

October 16, 2023 City Council Meeting

City Code currently allows a Minimum Lot Area of 20,000 square feet (or 0.46 acres) for residential properties without access to sanitary sewer. It has been suggested that this may not be sufficient to provide enough separation between private septic systems and neighboring private wells which can lead to contamination of the private wells.

City Staff reviewed the subdivision codes for Town of Menomonie, Town of Red Cedar and Town of Tainter. All three require a minimum of one acre for unsewered lots.

Atty. Ludeman has prepared an ordinance amendment to increase the Minimum Lot Area for unsewered parcels to 1 acre for lots created or modified after January 1, 2024. Existing lots would not be impacted by this amendment.

City Council introduced the ordinance amendment at the August 7 meeting and referred it to Plan Commission their review. Plan Commission reviewed the ordinance amendment at its August 28 meeting and recommended approval. City Council held a public hearing and waived the first reading at the September 18 meeting. City Council waived the second reading at the October 2 meeting.

If the City Council concurs with the proposed ordinance amendment, the appropriate action would be to adopt the proposed ordinance amendment.

Attachments:

Ordinance Amendment

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

An ordinance amending Section 14-4-7 A. of the City Code to increase the minimum lot size for lots not served by public sewer.

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

Section 1. Section 14-4-7 A. of the City Code is hereby amended in its entirety to read as follows:

14-4-7: LOTS:

- A. Areas, Dimensions, Yards:
 - 1. Lot area and lot width for lots created or altered on or before December 31, 2023, shall be not less than given in the following table:

	Lots Not Served By Public Sewer	Lots Served By Public Sewer
Minimum lot area	20,000 square feet	10,000 square feet
Minimum average lot width	100 feet	80 feet

2. Lot area and lot width for lots created or altered on or after January 1, 2024, shall be not less than given in the following table:

	Lots Not Served By Public Sewer	Lots Served By Public Sewer
Minimum lot area	l acre	10,000 square feet
Minimum average lot width	100 feet	80 feet

3. The minimum lot area shall not include land in a floodplain or other unusable land. Excessive depth in relation to width shall be avoided, and a proportion of 2.5 average width to depth (2.5:2) shall be considered a maximum ratio under normal circumstances.

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

INTRODUCEDFIRST READING	APPROVED THIS 7 th DAY OF AUGUST, 2023
SECOND READING	
	MAYOR, RANDY KNAACK
PASSED	
PUBLISHED	SUBMITTED BY:
ATTEST	
CITY CLERK, CATHERINE MARTIN	ALDERPERSON



City of Menomonie Eric Atkinson

City Administrator 800 Wilson Avenue Menomonie, WI 54751 715 232-2221 Ext.1001 atkinsone@menomonie-wi.gov

TO:

City Council & Mayor

FROM:

Eric Atkinson

SUBJECT:

Supportive Fire and Ambulance Service Agreement

DATE:

October 16, 2023 City Council Meeting

The current Supportive Fire and Ambulance Service Agreement between the City of Menomonie and the Menomonie Fire & Ambulance District expires on December 31, 2023. It is desired to extend the agreement until December 31, 2024.

Attachments:

Supportive Fire and Ambulance Service Agreement

SUPPORTIVE FIRE AND AMBULANCE AGREEMENT 2024

This Supportive Fire and Ambulance Agreement (the "Agreement") is entered into by and between the City of Menomonie (the "City"), a Wisconsin municipal corporation, and the Menomonie Rural Fire & Ambulance District (the "District"). The City and the District may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the District is an association of municipalities in Dunn County, Wisconsin, formed to provide fire protection and ambulance service to its residents; and

WHEREAS, the District provides some fire and ambulance service directly, but is unable to completely fill the need and is desirous of contracting for additional service; and

WHEREAS, the City is willing to contract with the District to provide the District with supportive fire and ambulance service; and

WHEREAS, the City and the District had a similar contract for 2021 to 2023 (the "Previous Agreement") and wish to do an additional contract for 2024.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties hereinafter set forth, it is mutually agreed as follows:

- 1. The City agrees to provide the District and the District agrees to pay the City for service as follows:
 - a. Fire Protection
 - (1) Standby fire protection at an annual fee to include storage and minor maintenance of District equipment as follows:

Year 2024- the 2023 fee from the Previous Agreement plus the 2023 COLA adjustment plus a \$5,000 catch-up fee (See Paragraph 2.)

- b. Ambulance Service
 - (1) Rural ambulance service at an annual per capita fee as follows:

Year 2024 - \$25.00

The town clerk and/or village clerk of each participating municipality within the District shall annually certify the number of residents based on the most current official census or State of Wisconsin's demographic estimate and provide the certification to the City.

(2) A sum not to exceed \$7,500.00 annually that matches those sums expended by the City for special or advanced paramedic training materials (including "critical care") and training time. There is no obligation placed on the City to provide paramedic training materials or training time.

- 2. For the year commencing January 1, 2024, the annual standby fire protection fee as described in Paragraph 1. of this Agreement will be adjusted from the prior year fee by the factor of the cost of living. The percentage change of the cost of living is defined as the percentage change in the Consumer Price Index (All Items Consumer Price Index for All Urban Consumers) for the period December 1, 2019, to December 1, of the following year, as published by the US Department of Labor, Bureau of Labor Statistics. In no event will the COLA reduce the standby fire protection fee below \$41,219.13.
- 3. The City agrees to include the insurable equipment of the District on its fire and casualty insurance policy. The premium amount attributable to the District equipment shall be reimbursed to the City by the District.
- 4. In addition to the services provided above and fees denominated, the City further agrees to provide to the District and the District agrees to pay to the City the following:
 - a. Semi-Annual Fire Inspections. The District shall pay the actual City personnel costs (wages and benefits) to perform the inspections.
 - b. The District shall be invoiced for all maintenance supplies used for the District's firefighting equipment, including but not limited to, oils, anti-freeze, etc.
 - c. The City shall bill the District and the District shall pay for 50% of the Radio Maintenance Agreement.
- 5. This Agreement shall be effective January 1, 2024, and continue through December 31, 2024 (the "Term").

CITY OF MENOMONIE

Ву:	City Administrator
By:	City Clerk
MENOMONIE RURAL FIR	RE & AMBULANCE DISTRICT
By:	President
By:	Vice President



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:

City Council & Mayor

FROM:

David Schofield, Director of Public Works

SUBJECT: USH 12 Trail Agreement

DATE:

October 16, 2023 City Council Meeting

The City's Bicycle and Pedestrian Plan recommended a trail along USH 12 between Lookout Road and Stokke Parkway.

Earlier this year, representatives from Dunn County approached City Staff about the possibility of constructing this trail in 2024 and splitting the estimated cost of \$250,000 equally.

Atty. Ludeman has prepared the attached Agreement to memorialize the particulars for posterity.

City Staff proposes to fund the City's share out of ARPA funds.

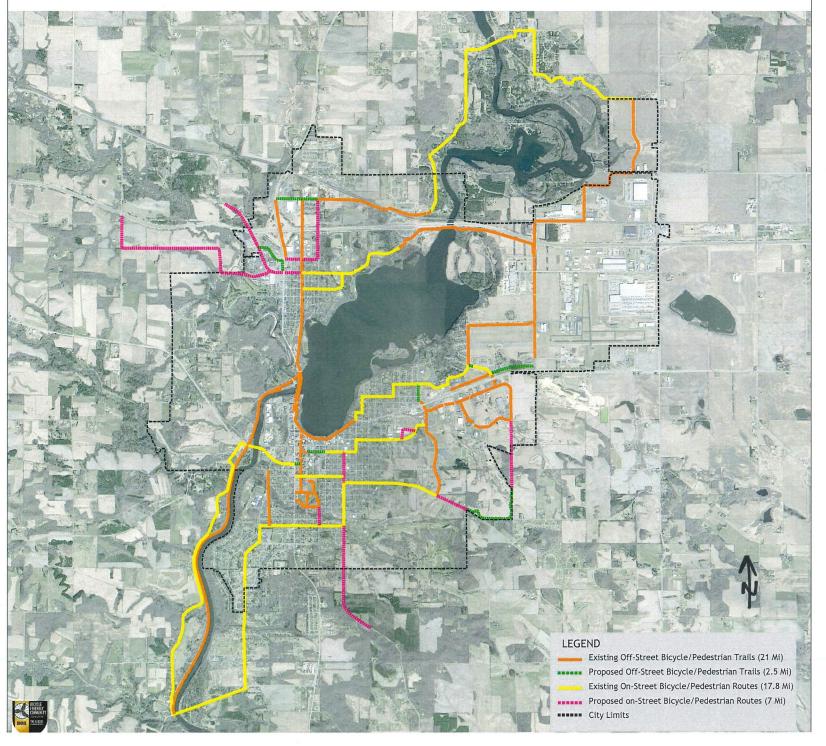
If the City Council concurs with the proposed USH 12 Trail project, and use of ARPA funds therefor, the appropriate action would be to approve the Agreement as presented.

Attachments:

- Bicycle and Pedestrian Plan
- **USH 12 Trail Agreement**

Bicycle and Pedestrian Route & Trails Plan 2022

City of Menomonie



USH 12 TRAIL AGREEMENT

This USH 12 TRAIL AGREEMENT (this "Agreement") is made and entered into as of the Effective Date, as hereinafter defined, by and between the City of Menomonie, a Wisconsin municipal corporation ("City") and Dunn County, a Wisconsin governmental subdivision ("County"). The City and the County may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties wish to construct a multi-purpose trail along the north side of USH 12 from Lookout Road to Stokke Parkway and along the west side of Stokke Parkway from USH 12 to the Dunn County Jail north driveway (the "USH 12 Trail") as shown on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, multi-purpose trails currently exist along USH 12 west of Lookout Road, Red Cedar Street, Domain Drive and Stokke Parkway north of the Dunn County Jail north driveway; and

WHEREAS, a gap exists along USH 12 between Lookout Road and Stokke Parkway, and along Stokke Parkway between USH 12 and the Dunn County Jail north driveway; and

WHEREAS, due to the gap, pedestrians routinely walk along the shoulder of USH 12 which has a speed limit is 55 miles per hour; and

WHEREAS, closing the gap would allow pedestrians, including County employees traveling between the Dunn County Government Center and Dunn County Judicial Center, to avoid the shoulder of USH 12 and therefore improve pedestrian safety; and

WHEREAS, closing the gap would complete a loop of 2.3 miles in length and therefore improve recreation opportunities for City residents and County employees; and

WHEREAS, it is estimated the cost of constructing a 10-foot wide asphaltic pavement multi-purpose trail in 2024 has been estimated to be approximately \$250,000.00.

NOW THEREFORE, in consideration of the foregoing recitals and definitions which are hereby incorporated into this Agreement and of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. <u>USH 12 Trail Design and Construction</u>. County hereby agrees to design the USH 12 Trail and construct the USH 12 Trail in 2024. County shall provide design plans for USH 12 Trail to City for City approval to be made in writing prior to starting construction on USH 12 Trail.

- 2. <u>Dedication</u>. County shall draft and record with the Dunn County Register of Deeds a dedication indicating that USH 12 Trail is dedicated as a trail and can be utilized by the general public.
- 3. **Project Costs**. County shall provide City with an accounting of the Project Costs, as hereinafter defined, for the design and construction of the USH 12 Trail upon completion of the construction. Project Costs shall include: engineering; surveying; permitting; clearing and grubbing; removals; silt fence; culvert; excavation; granular fill; crushed aggregate base course; concrete curb and gutter; concrete sidewalk; detectable warning fields; asphaltic pavement; topsoil; erosion mat; seed; mulch; fertilizer; and signage (collectively the "*Project Costs*").
- 4. <u>Cost of USH 12 Trail</u>. City shall reimburse County for fifty percent (50%) of the total Project Costs within ninety (90) days of receipt of the accounting of the Project Costs from County.
- 5. <u>USH 12 Trail Routine Maintenance</u>. County shall, at its sole cost, provide routine maintenance for the USH 12 Trail including, but not limited to: snow and ice removal, mowing, weeding, tree trimming, shouldering, sign replacements, crack filling, oiling, and chip sealing.
- 6. <u>USH 12 Trail Major Maintenance</u>. County and City shall share equally the cost of future Major Maintenance, as hereinafter defined, for the USH 12 Trail. The term "*Major Maintenance*" shall mean any future asphalt removal and asphalt resurfacing projects for the USH 12 Trail.

IN WITNESS WHEREOF, the Parties hereby execute USH 12 Trail Agreement as of the dates listed below, the last of which shall be the Effective Date of this Agreement.

CITY OF MENOMONIE	DUNN COUNTY
Randy Knaack, Mayor	Kelly McCullough, Chairman
Date:	Date:
Kate Martin, City Clerk	Andrew Mercil, County Clerk
Date:	Date:

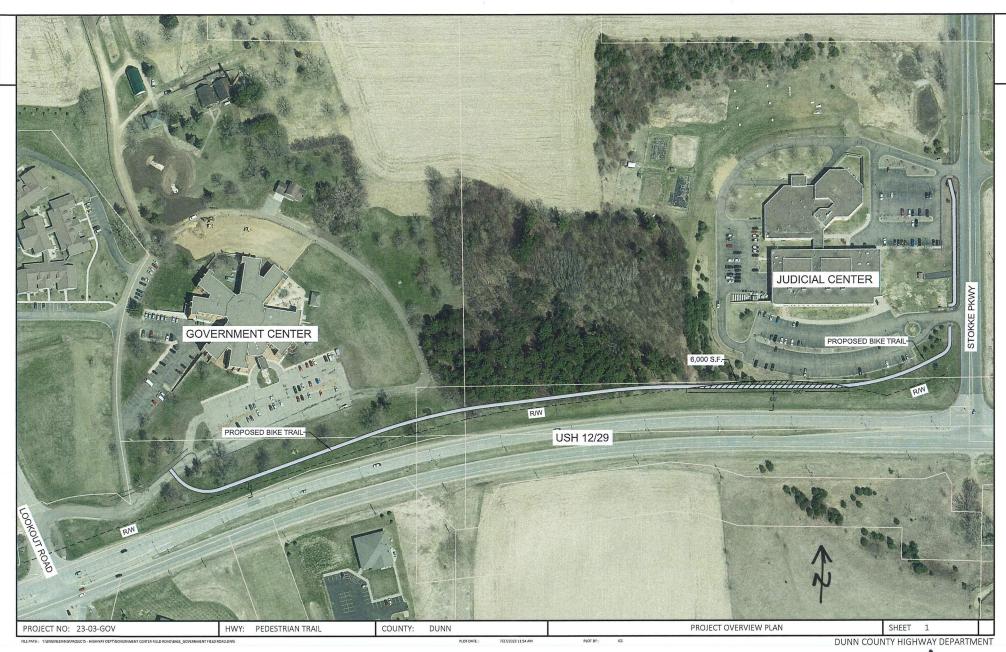


Exhibit A



City of Menomonie Eric Atkinson

City Administrator 800 Wilson Avenue Menomonie, WI 54751 715 232-2221 Ext.1001 atkinsone@menomonie-wi.gov

TO:

City Council & Mayor

FROM:

Eric Atkinson

SUBJECT:

Library Tax Resolution

DATE:

October 16, 2023 City Council Meeting

The City of Menomonie's expenditures on library operations are sufficient to allow the City to claim an exemption from the county library tax. The County Clerk has requested passage of the attached resolution attesting the same.

Attachments:

Resolution 2023-17

RESOLUTION 2023-17

Requesting Application for Exemption from the County Library Tax

WHEREAS, pursuant to the authority granted under Wis. Stat. Section 43.64(2) the County Board for Dunn County, levies a county library tax for public library service to its inhabitants; and

WHEREAS, Wis. Stat. Section 43.64(2) provides that any city, town, village or school district in a county levying a tax for public library service under Subd. (1) shall, upon written application to the county board of the county, be exempted from the county tax levy, if:

the city, town, village or school district making the application levies a tax for public library service and appropriates and expends for a library fund during the year for which the county tax levy is made a sum at least equal to an amount calculated as determined in Wis. Stat. 43.64(2)(b)

NOW, THEREFORE, BE IT RESOLVED, that the City of Menomonie, Wisconsin hereby certifies that it will appropriate and expend an amount equal to or greater than the amount calculated under Wis. Stat. 43.64(2)(b) for this year's library operations at the Menomonie Public Library and therefore makes this written application to the Dunn County Board that the Board determine that the City of Menomonie is exempt from the payment of any county library tax in 2024, as provided in Wis. Stat. Section 43.64(2).

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded by the municipal Clerk to the Library Director of the Menomonie Public Library and the County Clerk of Dunn County.

	Ayes	Nays	Absent	Abstain
Dated this 16 th day o	of October, 20	023.		
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Signed: Randy Knaa	ack, Mayor			
ATTEST: Catherine	e Martin, Cle	rk		



City of Menomonie

Eric Atkinson

City Administrator 800 Wilson Avenue Menomonie, WI 54751 715 232-2221 Ext.1001 atkinsone@menomonie-wi.gov

TO:

City Council & Mayor

FROM:

Eric Atkinson

SUBJECT: Tax Collection Agreement

DATE:

October 16, 2023 City Council Meeting

The current Tax Collection Agreement between the City of Menomonie and Dunn County expires on December 31, 2023. It is desired to extend the agreement until December 31, 2024.

Attachments:

Tax Collection Agreement

AGREEMENT

This Intergovernmental Agreement ("Agreement") is made this ____ day of ____ 2023, between the County of Dunn ("County") and the City of Menomonie ("City"), collectively "the Parties."

RECITALS

Wis. Stat. § 66.0301 encourages intergovernmental cooperation and allows the County and the City to contract with each other "...for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law..."

The City desires to contract with the County to act as its agent in the processing and collection of first and full payments of real and personal property taxes, special assessments, special charges, and delinquent utilities.

The County is able to provide these services and agrees to act as such agent.

Both Parties agree that the cooperative action contemplated in this Agreement will assist each in the furnishing of services and exercise of their powers and duties under the law.

In consideration of the above and the terms contained in this Agreement, the parties agree as follows:

A. AGENCÝ RELATIONSHIP CREATED

The City shall act as principal under this Agreement and the County shall be its agent, acting in a fiduciary capacity for the City, in the billing and collection of general property taxes, special assessments and special charges. In carrying out its duties under this Agreement, the County shall be vested with all powers, and shall be subject to all responsibilities, duties and obligations conferred and imposed upon the City by Chapters 70, 74, and 75, Wis. Stats.

B. TAX BILL PREPARATION

- 1. The City shall promptly provide the County with the complete, current year assessment roll, appropriate mill rate information, special assessments and other special charges, identified by parcel number, and all other information necessary for the preparation of tax bills and the tax roll.
- 2. On or before the 18th day of December, the County shall prepare the tax bills for the City in accordance with law. The tax bills shall specify the first installment payment date to be on or before the following January 31, at which time one-half of the real property taxes, personal property taxes as prescribed in Wis. Stat. § 74.11, the full amount of the billed special assessments and the full amount of the billed special charges and delinquent utilities will be due.

3. The County shall use mailers or provide tax bill envelopes and mail the tax bills therein, within ten (10) working days after receiving mill rates, special assessments, special charges and delinquent utilities from the City. The City agrees to pay the County by January 31st of each year two dollars and thirty-five cents (\$2.35) for each tax bill prepared for real and personal property. The County shall also include in the mailing information required to be provided by the City such as tax payment directions.

C. SETTLEMENT PROCEDURES

- 1. The County agrees to collect real and personal property taxes, special assessments, special charges and delinquent utilities and to remit these collections to the City on a weekly basis as follows: Collections through each Tuesday will be deposited to the bank on or before Thursday and will be credited to the City account on Friday morning of each week.
- 2. On or before January 15 and February 20, the City shall settle with all taxing jurisdictions as provided in Wis. Stat. §§ 74.23 and 74.25.

D. GENERAL PROVISIONS

- 1. The County agrees to provide adequate staffing during the tax collection periods to effectively handle the volume of taxpayers making payments.
- 2. The County will pay in full to the City all real property taxes and special taxes included in the tax roll which have not been paid to, or retained by, the proper treasurer as provided in Wis. Stat. § 74.29(1).
- 3. The County will not pay out any special assessments or special charges as part of the August Settlement. Payments for or toward special assessments, special charges, delinquent charges, and any accrued interest, shall be paid to the City in the subsequent month after the County receives such payment.
- 4. The City agrees to collect delinquent personal property taxes as prescribed in Wis. Stat. § 74.11(b), subject to charge back provisions of Wis. Stat. § 74.42.
- 5. This Agreement shall be for a period of one (1) year beginning November 1, 2023 through October 31, 2024.
- 6. The City shall authorize any corrections to the tax roll.
- 7. The City agrees that this Agreement will be only for a two (2) installment plan, not a three (3) part property tax collection plan.
- 8. The City agrees to indemnify, save and hold harmless the County, its officers, agents and employees, from and against all losses, damages, costs, charges, expenses (including attorney's fees), causes of action, suits, claims (including claims under any workers compensation or occupational disease law), demands, judgments and liabilities arising under this Agreement, which is not due to the negligence or other fault of the County.

E. COLLECTION PROCEDURES

- 1. The City agrees to place at least three (3) announcements in the local newspaper, two (2) in December and one (1) in January of each year, informing City taxpayers that first installment payments and full tax payments will be collected by the County.
- 2. The County shall collect, in the manner provided by law, all payments of real property taxes, special charges, special assessments, delinquent utilities and personal property taxes as agent for the City. The County is responsible for these payments and is bonded in sufficient amount to cover the amount of such payments.
- 3. Payments received at the City Hall on or before December 31st and January 31st of each year, shall be certified as timely by the City and shall be transmitted to the County on the following work day.
- 4. The City shall accept advance payments of taxes pursuant to Wis. Stat. § 74.13.
- 5. General tax and payment information shall be available only from the County Treasurer's Office.
- 6. Notices required or deemed advisable under the terms and conditions of this Agreement shall be addressed in writing and delivered personally or via certified mail, return receipt requested, upon the following representatives of the Parties hereto:

For Dunn County: Andrew Mercil, County Clerk 3001 US Highway 12 East Suite 102B Menomonie, WI 54751

Tel: (715) 232-1677

For the City of Menomonie: Kate Martin, City Clerk 800 Wilson Avenue Menomonie, WI 54751 Tel: (715) 232-2221

F. SUBSEQUENT CHANGES IN STATE LAW

If changes in state statutes occur during the course of this Agreement which substantially change tax collection methods or requirements, either party may elect to terminate this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

SIGNATURES

The Parties hereto, having read and understood the entirety of this Agreement, consisting of five (5) typewritten pages, hereby affix their duly authorized signatures.

County of Dunn

y: Andrew Mercil County Clerk	Date:
A. Sifia Jevne County Treasurer	Date:
Kelly McCullough, Chair Dunn County Board of Supervisors	Date:
Kristin Korpela County Manager	Date:

City of Menomonie

y:	Date:	ę•
Kate Martin/City Clerk		
Jayme Schindler/Interim City Treasurer	Date:	
Randy Knaack/City Mayor	Date:	
Eric Atkinson/ City Administrator	Date:	AND 10 10 10 10 10 10 10 10 10 10 10 10 10



615 Stokke Parkway Suite G200 Menomonie, WI 54751 715-232-2198 www.menomonie-pd.com

To: Mayor Randy Knaack, Menomonie City Council

From: Rick Hollister, Chief of Police

Date: October 9, 2023

Re: Use of Insurance Funds for Patrol Squad Upfit and New Police Chief Vehicle

In June of 2023, a Menomonie Police Department squad car was involved in a significant crash on Main Street, resulting in our insurance company determining the squad was a total loss. The incident resulted in a \$61,752.73 insurance settlement for the loss of the squad car, and much of the interior equipment.

As previously outlined, the automobile manufacturing industry is in a state of flux, and the United Auto Workers strike is adding further complications. In order to address the immediate squad fleet needs of the department, I recommend converting the Police Chief squad into a marked patrol vehicle, and acquiring a civilian package (not a police interceptor) to replace the Police Chief squad. I propose allocating the \$61,752.73 insurance settlement as follows:

- \$13,070.74 for a new squad equipment build and upfit to turn the Police Chief's squad car into a patrol squad
- \$985.00 for squad camera installation kits and wiring (damaged and unrecoverable)
- \$2,400 (approximate) for front and rear light bars (damaged in crash)
- \$1,600 (approximate) for reflective graphics and installation
- \$500 (approximate) for front antenna for Kustom Signals Radar (damaged in crash)
- \$42,148.50 to purchase a 2023 Ford Explorer (civilian package, not a police interceptor) to replace the Police Chief's vehicle.
- \$1,000 to upfit with minimal police lighting and radio.
- Total Estimated Expenditures: \$61,704.24

Thank you for your time and consideration.



City of Menomonie Eric Atkinson

City Administrator 800 Wilson Avenue Menomonie, WI 54751 715 232-2221

E-Mail: atkinsone@menomonie-wi.gov

To:

Mayor & Common Council

From:

Eric Atkinson, City Administrator

Date:

October 12, 2023

Subject:

2024 City Budget, 2024-2028 CIP, and Subsidy Request

On October 16, 2023, city staff will distribute the 2024-2028 Capital Improvement Project (CIP) plan and the 2024 subsidy request. The 2024 proposed budget will be distributed on November 6, 2023 due to city staff not having final debt service financials from the auditors and confirmed assistance payouts from the State of Wisconsin.

For council consideration, the city staff recommends holding a "special" council meeting on November 6, 2023 at 5:30 pm. The purpose of the meeting is to have a discussion about the subsidy requests and provide council the opportunity to ask questions of the requesting organizations. The "special" meeting will be followed by the regular council meeting at 7:00 pm. The regular council meeting will cover standard agenda items and provide the council an opportunity to review the proposed 2024 budget.

On November 20, 2023 city staff anticipates presenting the final draft of the 2024 budget along with recommendations for establishing the 2024 levy.



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:

City Council & Mayor

FROM:

David Schofield, Director of Public Works

SUBJECT:

Winter Daze Burn Barrels

DATE:

October 16, 2023 City Council Meeting

The Winter Daze Parade organizers have expressed a desire to once again use burn barrels as part of the Winter Daze Parade on December 7. The Special Event Permit, which was previously approved, does not mention the use of burn barrels in public rights-of-way.

City Code 9-3-1 creates a Fire Limits District which includes most of Downtown Menomonie. City Code 9-3-5 allows the use of recreational fires in a "portable manufactured fire container" and sets forth several requirements.

I requested and received the attached request to amend the Special Event Permit for the Winter Daze Parade to add the use of burn barrels in public rights-of-way in accordance with the requirements of City Code 9-3-5.

If the City Council concurs with the continued use of burn barrels as part of the Winter Daze Parade, the appropriate action would be to approve the amendment to the Special Event Permit.

Attachments:

Request to Amend the Special Event Permit for the Winter Daze Parade



October 2, 2023

TO: Members of Menomonie City Council

Mayor Randy Knaack

City Administrator Eric Atkinson

FROM: Downtown Menomonie Board of Directors

Last March, we submitted an event registration for the annual WinterDaze Parade which was approved by the Council. We appreciate your continued support to our organization and programs.

However, the event registration did not identify that the event utilizes 4 to 6 fire pits or burn bins. As many of you know, we have successfully implemented these fire in the past with no issue and with the knowledge and cooperation of Menomonie Fire and Police Departments.

We have not highlighted these fires on our past Event Request as we did not identify the additional step of approval for open burning in the public right of way. In keeping with Menomonie City Code section 9-3-5, the Downtown Menomonie Organization:

- will not be set aflame until the roadway is closed to traffic;
- will be at least 25 feet from any building;
- will place patio blocks below the burn barrel to prevent damage to the roadway;
- will burn only seasoned and split firewood;
- will not use accelerants (i.e. lighter fluid);
- will completely extinguish fires at the conclusion of the event;
- will move burn barrels out of the roadway at the conclusion of the event;
- will supervise each burn barrel at all times by someone who is 16 years or older.

We believe these fire add to the ambiance and festivity surrounding the Winter Daze parade and we ask for your support in continuing this tradition.

If you have any questions or need additional information, please reach out to us at <u>director@downtownmenomonie.org</u>. Thank you.



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:

City Council & Mayor

FROM:

David Schofield, Director of Public Works

SUBJECT:

Harmony Parks, LLC Annexation

DATE:

October 16, 2023 City Council Meeting

On October 10, 2023, the City of Menomonie received a Petition of Direct Annexation by Unanimous Approval pursuant to Wis. Stats. 66.0217(2) from Harmony Parks, LLC for their 19.62 acre parcel adjacent to Eagle Point Road (also known as 650th Avenue).

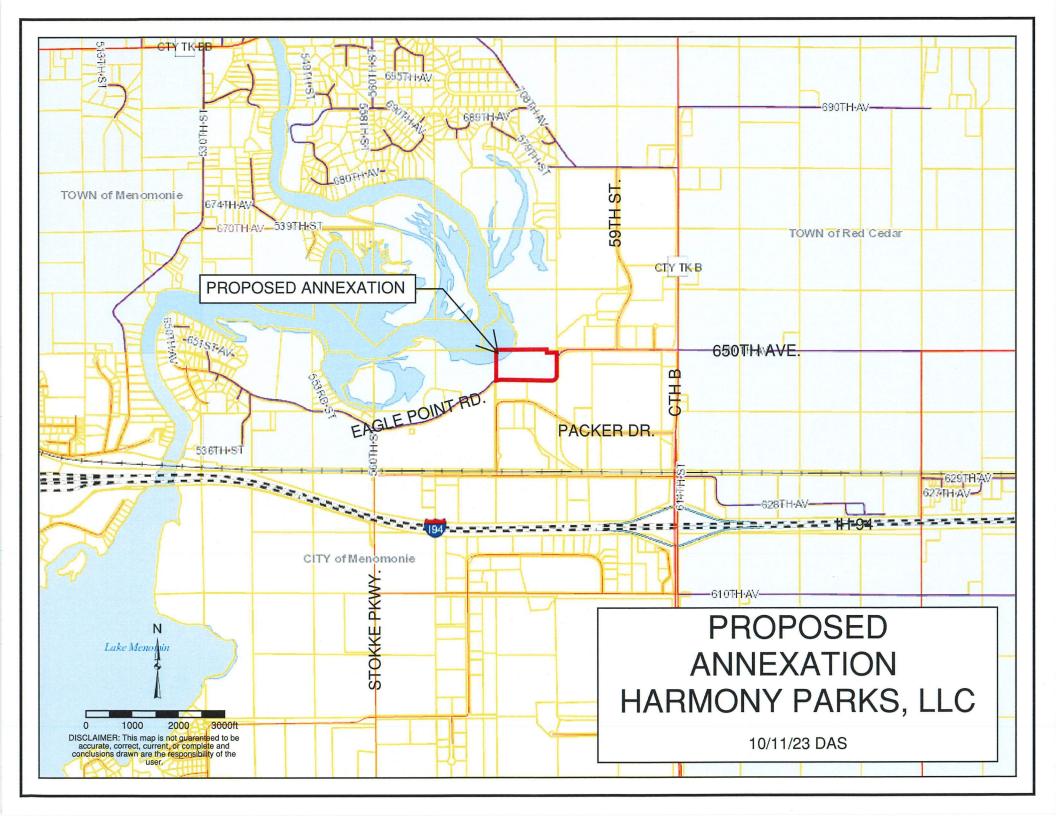
The property is currently in the Town of Red Cedar and is directly adjacent to the City to its south and east.

If the City Council is willing to consider the proposed annexation, the appropriate action would be to introduce the Annexation Ordinance and refer it to Plan Commission for review. The annexation would come back before the City Council on November 6.

Please note that the Petition references proposed industrial use. The City's past practice has been to temporarily zone annexed lands A Agriculture District. Therefore a separate rezoning request, with additional information, is required and would be considered separately.

Attachments:

- Location Map
- Petition of Direct Annexation by Unanimous Approval
- Scale Map
- Proposed Annexation Ordinance



Petition of Direct Annexation by Unanimous Approval Pursuant to Section 66.0217(2), Wisconsin Statutes (# of Electors)

We, the undersigned, constituting all of the owners of the real property in which no electors reside in the following territory of the Town of Red Cedar, Dunn County, Wisconsin, lying contiguous to the City of Menomonie, petition the Common Council of the City of Menomonie to annex the territory described below and shown on the attached scale map to the City of Menomonie, Dunn County, Wisconsin:

Annexation Description: (provide property legal description here and attach map)

PARCEL A DESCRIPTION:

LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 17, TOWNSHIP 28 NORTH, RANGE 12 WEST, TOWN OF RED CEDER, DUNN COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 17: THENCE S.00°02'19 W., ALONG THE MONUMENTED WEST LINE OF THE NORTHWEST 1/4 OF SECTION 17. A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING: THENCE CONTINUING S.00°02'19'W., A DISTANCE OF 513.73 FEET: THENCE 152.58 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, RADIUS OF 105.84 FEET, CENTRAL ANGLE OF 082'35'52", AND A CHORD BEARING AND DISTANCE OF S.49'35'56'W., 139.71 FEET: THENCE N.89°04'23'W., ALONG THE CENTERLINE OF 650TH/ AVENUE, A DISTANCE OF 1160.82 FEET; THENCE 51.23 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, RADIUS OF 171.76 FEET, CENTRAL ANGLE OF 017'05'24", AND A CHORD BEARING AND DISTANCE OF S.82'21'59'W., 51.04 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 - NORTHWEST 1/4 OF SECTION 17: THENCE N.00°03'16'E., ALONG SAID WEST LINE, A DISTANCE OF 655.81 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 - NORTHWEST 1/4: THENCE N.89'43'07'E... ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1097.43 FEET; THENCE S.00'02'19'W., A DISTANCE OF 70.00 FEET; THENCE N.89"43"07"E., A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

The current population of such territory is none as the property is unimproved.

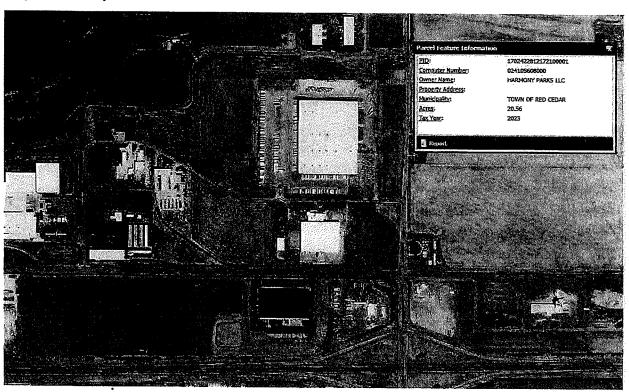
We the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of the annexation, incorporation or consolidation proceedings, if any.

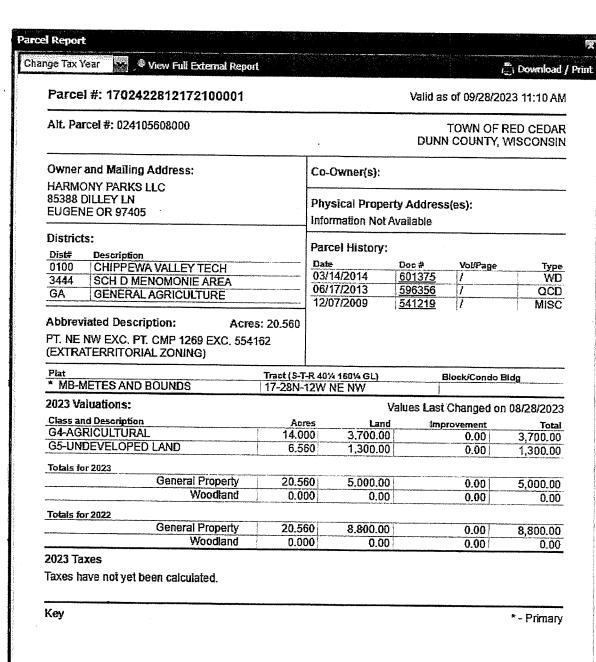
Signature of Petitioner DocuSigned by:	Date of Signing	Owner	Address or Description of Property
1. Kandy Drones, Manages Randy Debites 49564B1	^ 9/28/2023	Harmony Parks, LLC	Seller/Owner of parcel to be annexed. PIN: 17024-2-281217-210-0001.
2. Javid Wilkens		Wilkens Properties, LLC	Buyer of parcel to be annexed. PIN: 17024-2- 281217-210-0001.
3.			

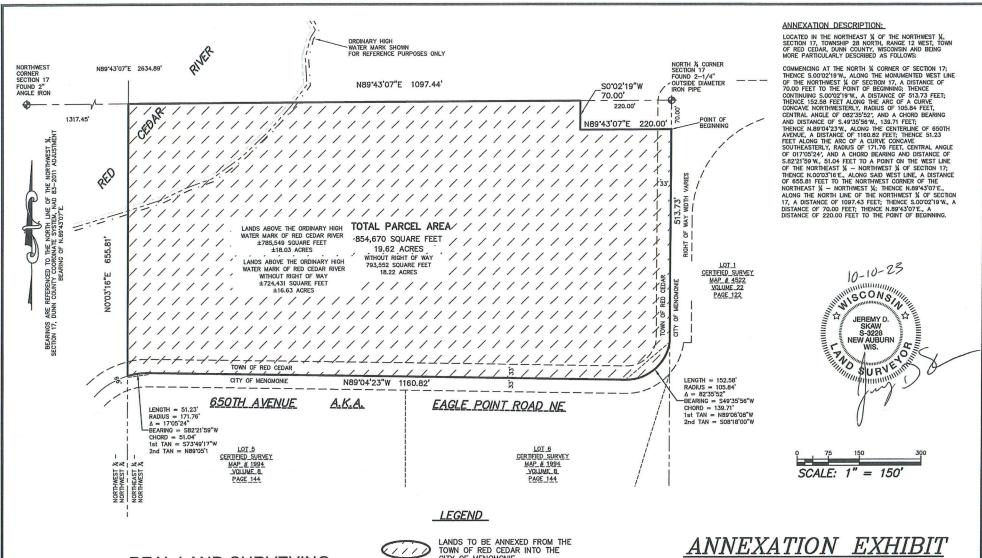
Purpose of the petition:

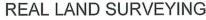
Owner/Seller and Buyer are requesting the parcel be annexed for the purpose of industrial development by the Buyer. The Buyer intends to construct a facility as a base for their Menomonie Towing department to be used for a repair shop for semi-tractors and trailers. There will also be a fenced and gated impound lot.

Map from County GIS.









1356 INTERNATIONAL DRIVE EAU CLAIRE, WI 54701 (715) 514-4116



CITY OF MENOMONIE

rlswi.com

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REAL LAND SURVEYING

LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 17, TOWNSHIP 28 NORTH, RANGE 12 WEST, TOWN OF RED CEDAR, DUNN COUNTY, WISCONSIN

REVISION DATE: 10/10/2023

CADD No. 23343 ANNEXATION

FOR: WILKINS PROPERTIES, LLC

ORDINANCE 2023 -	OF TH	E ORI	INAN	ICES I	FOR	THE	CITY	OF	MEN	OMO	ONIE
FOR 2023.											

An ordinance annexing territory to the City of Menomonie.

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

- Section 1. Territory Annexed. In accordance with Section 66.0217(2), Wisconsin Statutes, the petition for direct annexation by unanimous approval filed with the City Clerk on the 10th day of October, 2023, signed by the owners of the land in the territory, the described territory on Exhibit A, attached hereto and incorporated herein by this reference, in the Town of Red Cedar, Dunn County, Wisconsin, is annexed to the City of Menomonie, Wisconsin.
- Section 2. Effect of Annexation. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Menomonie for any and all purposes provided by law and all person coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Menomonie.
- Section 3. Temporary Zoning Classification. The territory annexed to the City of Menomonie described in Section 1 of this ordinance shall be temporarily designated to be part of the Agricultural District (A) of the City for zoning purposes and subject to all provisions of Title 10, City Code.
- Section 4. Ward Designation. The territory described in Section 1 of this ordinance is hereby made a part of the Eleventh (11th) Ward of the City of Menomonie, subject to the ordinances, rules, and regulations of the City.
- Section 5. Payments to Town. As this territory is located in the Town of Red Cedar, the City shall pay the Town of Red Cedar pursuant to Section 66.0217, Wisconsin Statutes, for 5 years, an amount equal to the amount of property taxes that the Town of Red Cedar levied on the annexed territory, as shown by the tax roll under Section 70.65, Wisconsin Statutes, in the year in which the annexation is final.
- Section 6. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or application of this ordinance which can be given effect without the invalid or unconstitutional provisions or applications.
- Section 7. Codification. This ordinance shall not be codified.
- Section 8. This ordinance shall take effect upon the date of publication as provided in Section 62.11(4)(a), Wisconsin Statutes.

INTRODUCED	APPROVED THIS DA	Y
FIRST READING	OF, 202	23
SECOND READING		
	MAYOR, Randy Knaack	
PASSED	-	
PUBLISHED	SUBMITTED BY:	
ATTEST		
CITY CLERK, Catherine Martin	ALDERPERSON	

EXHIBIT A

LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST ¼ OF THE NORTHWEST ¼, SECTION 17, TOWNSHIP 28 NORTH, RANGE 12 WEST, TOWN OF RED CEDER, DUNN COUNTY, WISCOSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE North 1/4 CORNER OF SECTION 17; THENCE S.00°02'19"W., ALONG THE MONUMENTED WEST LINE OF THE NORTHWEST 1/4 OF SECTION 17, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S. 00°02'19"W., A DISTACE OF 513.73 FEET; THENCE 152.58 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, RADIUS OF 105.84 FEET, CENTRAL ANGLE OF 082°35'52", AND A CHORD BEARING AND DISTANCE OF S. 49°35'56"W., 139.71 FEET: THENCE N.89°04'23"W., ALONG THE CENTERLINE OF 650TH/ AVENUE, A DISTANCE OF 1160.82 FEET; THENCE 51.23 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, RADIUS OF 171.76 FEET, CENTRAL ANGLE OF 017°05'24", AND A CHORD BEARING AND DISTANCE OF S.82°21'59"W., 51.04 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ¼ - NORTHWEST ¼ OF SECTION 17; THENCE N.00°03'16"E., ALONG SAID WEST LINE, A DISTANCE OF 655.81 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 - NORTHWEST 1/4; THENCE N. 89°43'07"E., ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 17, A DISTANCE OF 1097.43 FEET; THENCE S.00°02'19"W., A DISTANCE OF 70.00 FEET; THENCE N. 89°43'07"E., A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

BUDGET TRANSFER REQUEST FORM

TRANSFER TO:		
AMOUNT <u>\$28,000.00</u>		
ACCOUNT TITLE AND NUMBER <u>Maint of Struc. & Imp</u>	rovements	61.63100.
LINE ITEM NAME AND EXTENSION Contractual repairs	S	.226
TRANSFER FROM:		
ACCOUNT TITLE AND NUMBER Maint of Meters	61.67600.	_
LINE ITEM NAME AND EXTENSION New Meters	.766	
REASON: (This does not mean "budget overdrawn": It r necessary.)	neans why proposed l	oudget overdraft is
This transfer is needed to replace the failing roof memb	orane at well #6.	
	10-12-23	
(Authorized Signature)	(Date)	

October 16, 2023 Council List

2023 Claims	Description	Total Invoice	Amt Overdrawn
Auto Value	Parts/Repair Supplies - General	\$61.63	\$61.63
Diesel Machine Service Inc	Parts/Repair Supplies - General	\$241.48	\$241.48
HG Meigs	Street Maint Patching/Matl/Crackfiller	\$480.57	\$480.57
Indian Head NAPA	Machinery & Equip Parts/Repair Supplies	\$9.10	\$9.10
John Fabick Tractor Co.	Parts/Repair Supplies - General	\$48.86	\$48.86
Kwik Trip	Police- Vehicle Repair/Maint/Supplue	\$1,783.91	\$1,783.91
Kwik Trip	Water- Vehicle Fuel	\$167.S7	\$167.S7
North Central Labs	Sewer Utility Lab Oper Supplies and Exp	\$3,289.67	\$2,999.67
Tru Lock	Hall Contr Repairs and Service	\$1,433.00	\$1,433.00
Uline	Parks- Materials and Supplies	\$250.06	\$250.06
Verizon	Street Manager Phone /Internet	\$95.24	\$95.24
Verizon	Public Works Phone/Internet	\$80.68	\$7.83
Verizon	Water Phone/Internet	\$320.69	\$320.69
Xcel Energy	Water Utility - Gas/Heating Fuel	\$197.41	\$174.38
	Total	\$7,618.23	\$7,232.35

2023 Parking Utility Claims Description Total Invoice

Total \$0.00

**Revised 10/12/2023

LICENSES - October 16, 2023

none

LICENSE YEAR - 2024 (expires June 30, 2024)