



CITY OF MENOMONIE
COUNCIL MEETING
CITY COUNCIL CHAMBERS
7:00 PM
Monday – May 6, 2024



City of Menomonie
800 Wilson Ave
1st Floor

AGENDA

Pledge of Allegiance

1. Roll Call & Special Recognitions

2. Approval of Minutes

3. Public Hearings

- a. Public Hearing regarding Ordinance 2024-07, an Ordinance Amending Title 10, Chapter 11 to adjust the extent of the Legally Defined Area.

4. Public Comments

5. Unfinished Business

- a. Ordinance 2024-07, an Ordinance Amending Title 10, Chapter 11 to adjust the extent of the Legally Defined Area – discussion, possible waiver of the first reading, possible waiver of the second reading and possible adoption.

6. New Business

- a. Review of Preliminary Designated ATV Route Map – discussion and possible motion of direction to prepare ordinance draft.
- b. Proposed Ordinance 2024-08, an Ordinance Amending Title 10, Chapters 7, 8 and 9, Residential Side Yard Setbacks for Corner Lots – possible introduction and possible referral.
- c. Proposed Resolution 2024-12, a Resolution Establishing Public Participating Procedures for Comprehensive Plan – discussion and possible action.
- d. Proposed Resolution 2024-13, a Resolution regarding Alternate Side Lawn Irrigation restrictions – discussion and possible action.
- e. Mutual Aid Agreement with Mayo Clinic Ambulance – discussion and possible action.
- f. Wakanda Water Park 2024 Concession Agreement with Jonathan Kroening d/b/a Wakanda Waterpark Concessions – discussion and possible action.
- g. Proposed Development Agreement with Menomonie Holdings 1, LLC for industrial development in TID #18 – discussion and possible action.
- h. Accept WisDNR Recreational Boating Facilities Grant for Point Comfort Boat Ramp and Parking Lot Reconstruction – discussion and possible action.
- i. Consideration of CAT Fabick City Hall Generator Proposal – discussion and possible action.
- j. Consideration of Bartingale City Hall HVAC Proposal – discussion and possible action.
- k. Consideration of City Finance Policies – discussion and possible action.
- l. Special Events — discussion and possible action:
 - i. Let's Paint the Town
 - ii. Pack the Park

m. Appointments to Various Boards, Committees and Commissions – discussion and possible action:

- i. Urban Forestry Board – Barbara Hauck*
- ii. Library Board of Trustees – Andrea Renada*

7. Budget Transfers

8. Mayor’s Report

9. Communications and Miscellaneous Business

10. Claims

11. Licenses

- a. Normal license list

12. Closed

- a. Motion to convene in closed session under Wisconsin Statutes 19.85 (1)(e) and (g), for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
 - i. Discuss/consider proposed purchase and price for public land in TID #17.
 - ii. Discuss/consider proposed financial support for a development project in TID #19.
 - iii. Discuss/consider filing Court Order to Comply with Notice and Order to Repair or Raze and Remove Building dated February 8, 2024, regarding 1431 Knapp Street NE, Menomonie, Wisconsin.

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.
 - i. Discuss/consider proposed purchase and price for public land in TID #17.
 - ii. Discuss/consider proposed financial support for a development project in TID #19
 - iii. Discuss/consider filing Court Order to Comply with Notice and Order to Repair or Raze and Remove Building dated February 8, 2024, regarding 1431 Knapp Street NE, Menomonie, Wisconsin.

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 **819 4263 3504**. 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.

City Council Agenda

Staff Comments

Monday – May 6, 2024



3. Public Hearings

- A. A Public Hearing will be held regarding the proposed Ordinance 2024-07, Amending Title 10, Chapter 11, to adjust the extent of the Legally Defined Area (no action).

5. Unfinished Business

- A. The City Council introduced and referred Ordinance 2024-07 at the April 1 City Council Meeting. The Plan Commission recommended approval at their April 22 meeting. A public hearing will be held under Agenda Item #3A. If the City Council concurs with the proposed modification to the “Legally Defined Area”, the appropriate motions would be:
- **Waive the first reading of Ordinance 2024-07, amending Title 10, Chapter 11 to adjust the extent of the “Legally Defined Area”** (simple majority)
 - **Waive the second reading of Ordinance 2024-07, amending Title 10, Chapter 11 to adjust the extent of the “Legally Defined Area”** (simple majority)
 - **Adopt Ordinance 2024-07, amending Title 10, Chapter 11 to adjust the extent of the “Legally Defined Area”** (simple majority).

6. New Business

- A. Enclosed for review is the Preliminary Designated ATV Route Map for the City of Menomonie. The map shows the areas that will be open (green) and those that will be closed (red) for ATV use. Administration will be available to field questions regarding the map. If the City Council is willing to consider the Proposed Designated ATV Route Map dated April 30, 2024, the appropriate motion would be **Direct City Staff to Prepare a Draft Ordinance Amending City Code 6-1-12 Based Upon the Proposed Designated ATV Route Map dated April 30, 2024** (simple majority or, if requested, roll call vote).
- B. City Staff have proposed to reduce street side yard setbacks to a flat 10-feet in the R-1 Single Family Residential, R-2 Limited Multiple Residential, and R-3 Multiple Residential Districts. If the City Council is willing to consider this change, the appropriate motions would be:
- **Introduce Ordinance 2024-08, amending Title 10, Chapters 7, 8 and 9 Residential Side Yard**

Setbacks for Corner Lots (no vote)

- **Refer Ordinance 2024-08, amending Title 10, Chapters 7, 8 and 9 Residential Side Yard Setbacks for Corner Lots to the Plan Commission for review** (simple majority)

- C. Resolution 2024-12 sets forth Public Participating Procedures for the Comprehensive Plan. If the City Council concurs, the appropriate motion would be **Approve Resolution 2024-12 a Resolution Approving Public Participation Procedures for Comprehensive Plan** (simple majority).
- D. Resolution 2024-13 enacts alternate side irrigation restrictions until September 1, 2024. If the City Council concurs, the appropriate motion would be **Approve Resolution 2024-13 a Resolution Enacting Alternate Side Lawn Irrigation Restrictions** (simple majority).
- E. Menomonie Fire Department has proposed entering into a Mutual Aid Agreement with Mayo Clinic Ambulance to provide continuity of care during periods of ambulance system imbalance. If the City Council concurs, the appropriate motion would be to Approve the Mutual Aid **Agreement with Mayo Clinic Ambulance** (simple majority).
- E. The concession stand at Wakanda Waterpark has been operated by Jonathan Kroening doing business as Wakanda Waterpark Concessions for many years. Mr. Kroening desires to continue for the 2024 pool season. The City will receive 10% of the total gross sales. If the City Council concurs, the appropriate motion would be **Approve Wakanda Water Park 2024 Concession Agreement with Jonathan Kroening doing business as Wakanda Waterpark Concessions** (simple majority).
- F. City Staff have been working with Menomonie Holdings 1, LLC on a new Development Agreement for Industrial Development in TID #18 to replace a thicket of existing agreements. The new Development agreement would replace all existing agreements, transfer the stormwater pond to Menomonie Holdings 1, LLC's control and extend development incentive deadlines for the second and third buildings until December 31, 2029. If the City Council concurs, the appropriate motion would be **Approve Development Agreement with Menomonie Holdings 1, LLC for Industrial Development in TID #18** (roll call vote).
- G. The City applied for a WisDNR Recreational Boating Fund Grant for boat ramp improvements at Point Comfort Park and was awarded a grant in the amount of \$244,191.50. The City's share would be an estimated \$297,918.50. The project would need to be completed by June 2026. WisDNR has requested formal acceptance of the grant by May 22, 2024. If the City Council concurs, the appropriate motion would be **Approve the WisDNR Recreational Boating Grant Agreement for Point Comfort Park in the amount of \$244,191.50** (simple majority).
- H. CAT Fabick has found that the radiator on the City Hall generator is rotten and is leaking coolant and recommended replacing it prior to completing the inspection and stress test. CAT Fabick has submitted the a proposal for \$8,518.68. City Staff have reviewed this proposal and recommends

acceptance. This cost was not included in the City's 2024 Budget so would need to be taken from Contingency. If the City Council concurs, the appropriate motion would be **Accept CAT Fabick Proposal for City Hall Generator Repair in the amount of \$8,518.68 to be funded from Contingency** (roll call vote).

- I. During the HVAC control upgrades funded by the EIGP Grant, Bartingale inspected all of the valves in the City Hall's HVAC system. Twenty-eight (28) valves were rated "Needs Replacing". An additional twelve (12) valves were rated "Recommended for Replacement". Bartingale has submitted a proposal to replace the "Needs Replacing" and "Recommended for Replacement" valves at a total cost of \$35,740. This cost was not included in the grant nor in the City's 2024 Budget so would need to be taken from Contingency. If the City Council concurs, the appropriate motion would be **Accept Bartingale Proposal for City Hall HVAC Base Bid and Alternate #1 in the amount of \$35,740 to be funded from Contingency** (roll call vote).
- J. Enclosed for your consideration are the updated financial policies; Procurement, Internal Controls, and Investments. The policies establish the framework for the financial business in the City of Menomonie. If the council approves the financial policies, a granular procedure will be created that coincides with the processes contained within the recently acquired Civic financial software. If the council supports the policies, the appropriate action is a **Motion to Approve the Policies as Presented** (simple majority).
- K. City Administration seeks approval of the following special event permits. If the City Council concurs with these special events, the appropriate motion would be **Approve the Special Event permits as presented, contingent upon receiving certificates of insurance** (simple majority vote).
 - Let's Paint the Town, Inc. on July 20, 2024.
 - Pack the Park on September 22, 2024
- L. The Mayor has recommended the following citizen appointments. If the City Council concurs with these appointments, the appropriate motion would be **Approve the Mayor's appointments to various Boards, Commissions and Committees as presented** (simple majority vote).
 - Urban Forestry - Barbara Hauck – term ending April 2027
 - Library Board of Trustees - Andrea Renada - term ending April 2027

7. Budget Transfer

10. Claims

11. Licenses

12. Closed Session

13. Return to Open Session

14. Adjourn

OFFICIAL COUNCIL PROCEEDINGS

A regular meeting of the City Council of the City of Menomonie, Dunn County, Wisconsin, was held in open session on April 15, 2024, and called to order by Mayor Knaack at 7:00 p.m. in the City Council Chambers. The following members were present: Luther, Burstad, Sutherland, Yonko, Schwebs, Schlough, Erdman, and Sommerfeld. McCullough, Gentz and Solberg were absent.

MOTION made by Erdman, seconded by Yonko and carried unanimously to approve the revised minutes of the April 1, 2024 council meeting.

SPECIAL RECOGNITION – The Mayor recognized Penny Burstad for her service on City Council and various other boards and commissions.

PUBLIC HEARING – No comments.

PUBLIC COMMENTS – No comments.

ORDINANCE to adopt the Title 10, Chapter 1, Warehousing ordinance amendment was INTRODUCED by Luther at the March 18, 2024 council meeting. MOTION to waive the first reading was made by Schlough, seconded by Yonko and carried. MOTION to waive the second reading was made by Erdman, seconded by Yonko, and carried. MOTION to adopt the ordinance (2024-05) was made by Luther, seconded by Schlough and carried unanimously.

RESOLUTION – MOTION to waive the rules to allow Sean Lentz from Ehlers to speak on the TID 19 resolution was made by Erdman, seconded by Schlough and carried. MOTION made by Schwebs, seconded by Yonko and carried unanimously on roll call vote to adopt the resolution (2024-11) Creating Tax Incremental Financing District No. 19, approving its project plan and establishing its boundaries in the City of Menomonie, WI.

MOTION made by Burstad, seconded by Sutherland and carried unanimously to approve signing the agreement for Urban Search & Rescue Emergency Response Services.

MOTION made by Sommerfeld, seconded by Schwebs, and carried unanimously to approve the Letter of Intent to Lease as presented and allow City Attorney to draft formal Lease Agreement with United Way.

MOTION made by Schlough, seconded by Erdman, and carried unanimously to approve the Wisconsin Milkweed Alliance, Inc Lease Agreement as presented.

MOTION made by Erdman, seconded by Schlough, and carried unanimously to approve the Maplewood Eco Cottages site plan amendment as shown on the March 18, 2024 Solar Energy System Plan.

MOTION made by Erdman, seconded by Burstad, and carried unanimously to approve the Special Event Permits for the St. Joseph Church Fall Festival, Downtown Menomonie Flag Day Ceremony, Downtown Menomonie Great Community Cookout and Downtown Menomonie Winter Daze Parade, as presented, contingent upon receiving certificates of insurance.

MOTION made by Sommerfeld, seconded by Sutherland, and carried unanimously to approve the Mayor's appointments to various Boards, Commission and Committees as presented:
Plan Commission: Mark Kalscheur (term ending April 2027), Dennis Kropp (term ending April 2027), Richard

Martinson (term ending April 2026), and Steve Cook (term ending April 2026).

Recreation Advisory Board: Kyle Behrens (term ending April 2026), Riley Fedderson (term ending April 2026),
Linda Bark (term ending April 2026) and Jody Pabich (term ending April 2025).

Historical Preservation Committee: Sylvia Gengenbach (term ending April 2027).

Board of Review: Mark Kalscheur (term ending April 2025) and John Sobota (term ending April 2025).

Police & Fire Commission: Robin Sweeny (term ending April 2029).

Community Development Commission: John Sobota (term ending October 2026) and Judy Schuch (term ending
October 2026).

Tourism Board appointments will be presented at a later time.

BUDGET TRANSFERS – Motion made by Schwebs, seconded by Sutherland, and carried unanimously on roll call vote to approve the Police Department budget transfer request in the amount of \$23,937 to purchase a new radio tower repeater due to the non-repairable current unit.

MAYOR'S REPORT – The Mayor congratulated Mike Morrow and Brock Meriwether, from the Community Services Department, on their recent promotions. The Mayor also reported that the kayaks are up and running at the rental kiosk and there was a recent news piece on it. The Mayor noted that Arbor Day is coming up on April 26.

COMMUNICATIONS AND MISCELLANEOUS BUSINESS – Megen Hines, Environmental Services Coordinator reported that the Electronics Collection Event is Thursday April 25 from 2pm to 6pm at the Community Services Building and is open to residents of the City of Menomonie, Town of Red Cedar and Town of Menomonie. Public Works Director, David Schofield, shared that Dunn County has closed County Hwy. B, from Eagle Point Road to Badger, opening back up June 3rd, resulting in more traffic on Eagle Point Road and Stokke Parkway. Schofield also reported that the City is flushing water mains, so water pressure may be affected and/or discolored. Lastly, Schofield shared that the first yard waste pickup date was today and the following two dates are April 22 and 29. Additional communications shared by Council members: Luther has been approached by constituents inquiring about opening up additional ATV/UTV trails, and Sutherland and Burstad spoke in support on this issue; Yonko shared that passenger rail meeting and the next meeting is May 8th and is open to the public. The Mayor reminded council that tomorrow evening is the annual organization meeting at 6pm.

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

April 15, 2024 Claims

Cedar Corp	\$31,557.84
City of Menomonie	\$20,058.30
Total	\$51,616.14

Parking Utility Claims

City of Menomonie	\$468.75
City Treasurer	\$773.65
IPS	\$2,120.02

Parking Total

\$3,362.42

MOTION was made by Luther, seconded by Burstad, and carried unanimously to approve the following licenses:

LICENSES – April 15, 2024

TEMPORARY CLASS “B” BEER LICENSE:

Red Cedar Racing Association, Weekly Wissota Sanction Racing - 620 17th St SE

04/19/2024 04/26/2024 05/03/2024 05/17/2024 05/31/2024

06/07/2024 06/21/2024 06/28/2024 07/12/2024 07/19/2024

08/16/2024 08/30/2024 10/04/2024-10/05/2024 10/12/2024, Fall Demo

TEMPORARY CLASS “B” BEER & “CLASS B” WINE LICENSE:

Red Cedar Racing Association, Weekly Wissota Sanction Racing - 620 17th St SE

5/10/2024

07/25/2024-07/28/2024

08/09/2024

9/19/2024 – 9/22/2024, Punky Manor

The Mabel Tainter Literary, Library & Educational Society – 205 Main Street East

Community Celebration, 05/18/2024

MOTION to convene in closed session under Wisconsin Statutes 19.85(1) (e), for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session, was made by Schlough, seconded by Luther, and carried unanimously on a roll call vote.

MOTION to reconvene in open session under Wisconsin Statutes 19.85 (2) was made by Erdman, seconded by Burstad, and carried unanimously on a roll call vote.

NO ACTION was taken during the closed session.

MOTION to adjourn was made by Burstad, seconded by Sutherland, and carried unanimously.

Kate Martin, City Clerk

OFFICIAL COUNCIL PROCEEDINGS

The 2024 Organizational meeting of the City Council of the City of Menomonie, Dunn County, Wisconsin, was held in open session on April 16, 2024, and called to order by Mayor Knaack at 6:00 p.m. in the City Council Chambers. The following members were present: Luther, Crowe, Sutherland, Yonko, McCullough, Schwebs, Gentz, Solberg, Schlough Erdman, and Sommerfeld.

ELECTION - Council President. McCullough nominated Solberg. MOTION to close nominations and cast a unanimous ballot for Solberg was made by McCullough, seconded by Yonko, and carried.

Solberg declared Council President.

APPOINTMENTS

Plan Commission (2) - Motion was made by Luther, seconded by Sutherland, and carried to approve the Mayor's recommendation to appoint Gentz to the Plan Commission. Motion was made by McCullough, seconded by Sutherland, and carried to approve the Mayor's recommendation to appoint Luther to the Plan Commission.

Gentz and Luther declared Council Representatives to the Plan Commission.

Board of Review (2) – Motion made by Solberg, seconded by Yonko, and carried to appoint McCullough to Board of Review. Motion made by Solberg, seconded by Erdman, and carried to appoint Sommerfeld to Board of Review.

McCullough and Sommerfeld declared Council Representatives to the Board of Review.

Recreation Advisory Board (1) – Motion was made by Sutherland, seconded by Solberg, and carried to appoint Crowe to the Recreation Advisory Board.

Crowe declared Council Representative to the Recreation Advisory Board.

Community Development Commission (1) – Motion made by Yonko, seconded by McCullough, and carried to appoint Erdman to Community Development Commission.

Erdman declared Council Representative to the Community Development Commission.

Redevelopment Authority (1) – Motion made by Erdman, seconded by Schlough, and carried to confirm the Mayor's recommendation to appoint Schwebs to the Redevelopment Authority.

Schwebs declared Council Representative to the Redevelopment Authority.

Community-University Relations Committee (1) – Motion made by McCullough, seconded by Crowe, and carried to appoint Gentz to the Community-University Relations Committee.

Gentz declared Council Representative to the Community-University Relations Committee.

Historic Preservation Commission (1) – Motion made by Sutherland, seconded by Schwebs, and carried to appoint Erdman to the Historical Preservation Commission.

Erdman declared Council Representative to the Historic Preservation Commission.

Library Board (1) – Motion made by Erdman, seconded by Summerfeld, and carried to appoint McCullough to the Library Board.

McCullough declared Council Representative to the Library Board.

Mabel Tainter Board (1) – Motion made by Schwebs, seconded by Crowe and carried to appoint Luther to the Mabel Tainter Board.

Luther declared Council Representative to the Mabel Tainter Board.

Dunn County Economic Development Corporation (1) – Motion made by Schwebs, seconded by Sutherland, and carried to appoint Sommerfeld to the Dunn County Economic Development Corporation.

Sommerfeld declared Council Representative to the Dunn County Economic Development Corporation.

Urban Forestry Board (1) – Motion made by Luther, seconded by Crowe and carried to appoint Sutherland to the Urban Forestry Board.

Sutherland named Council Representative to the Urban Forestry Board.

Main Street Board ad-hoc member (1) – Motion made by Sutherland, seconded by Luther and carried to appoint Crowe to the Main Street Board.

Crowe declared Council Representative as ad-hoc member to the Main Street Board.

Stout Technology Park Board (2) – Motion made by McCullough, seconded by Sutherland and carried to appoint Yonko as an ad-hoc member to the Stout Technology Park Board. Motion made by Erdman, seconded by Gentz and carried to appoint Schwebs as an ad-hoc member to the Stout Technology Park Board.

Yonko and Schwebs declared Council Representatives as ad-hoc members to the Stout Technology Park Board.

Sister City Commission (1) – Motion made by Erdman, seconded by McCullough, and carried to appoint Yonko to the Sister City Commission. **Yonko declared Council Representative to the Sister City Commission.**

Tourism Commission (1) - Motion was made by Sutherland, seconded by Luther, and carried to appoint Crowe to the Tourism Commission. **Crowe declared Council Representative to the Tourism Commission.**

Evergreen Cemetery Board ad-hoc member (1) – Motion made by Luther, seconded by Crowe, and carried to appoint Solberg as the ad-hoc member of Evergreen Cemetery Board ad-hoc member.

Solberg declared Council Representative as an ad-hoc member to the Evergreen Cemetery Board.

MOTION to confirm the Mayor's recommendation and appoint Dave Kowieski as the Weed Commissioner was made by Schwebs, seconded by Solberg, and carried. **Kowieski declared the Weed Commissioner.**

MOTION designating the Colfax Messenger as the official newspaper for the City of Menomonie was made by Schwebs, seconded by McCullough, and carried.

MOTION to confirm Atkinson as the Health Officer was made by McCullough, seconded by Sutherland and carried.

Atkinson declared the Health Officer.

MOTION made by Yonko, seconded by Schwebs, and carried to confirm the Mayor's recommendation to appoint

Weld Riley SC as the municipal attorneys for the City of Menomonie. MOTION made by Solberg, seconded by Gentz, and carried to confirm the Mayor's recommendation to appoint Doar, Drill & Skow as the prosecuting attorneys for the City of Menomonie.

MOTION made by Erdman, seconded by Crowe, and carried to appoint Sommerfeld to the Airport Commission.

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

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: Mayor Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Ordinance 2024-07 Amending Legally Defined Area
DATE: May 6, 2024 City Council Meeting

The owner of the Burger King site at 544 Main Street has requested that the City amend the “Legally Defined Area” within the B-1 General Commercial District to include their entire property (Lot 1, CSM 308). This change will adjust the required setbacks sufficiently to for the owner to demolish the existing restaurant and construct a new restaurant on the site. in order to demolish the existing and construct a new restaurant on their existing site.

The City Council introduced and referred Ordinance 2024-07 at the April 1 City Council Meeting. The Plan Commission recommended approval at their April 22 meeting.

A public hearing will be held to accept input from the notified neighbors and general public.

If the City Council concurs with the proposed modification to the “Legally Defined Area”, the appropriate motions would be:

- ***Waive the first reading of Ordinance 2024-07, amending Title 10, Chapter 11 to adjust the extent of the “Legally Defined Area”*** (simple majority)
- ***Waive the second reading of Ordinance 2024-07, amending Title 10, Chapter 11 to adjust the extent of the “Legally Defined Area”*** (simple majority)
- ***Adopt Ordinance 2024-07, amending Title 10, Chapter 11 to adjust the extent of the “Legally Defined Area”*** (simple majority)

Attachments:

- Letter from JHGV, LLC
- Site Plan
- Map of Legally Defined Area
- CSM #308
- Ordinance 2024-07

CAVE ENTERPRISES OPERATIONS, LLC.

1624 W. 18th Street Chicago, IL 60608

P: 608.615.2482 F: 312.277.3516

adrienne@caveenterprises.com



March 26, 2024

David Schofield
Director of Public Works
City of Menomonie
800 Wilson Avenue
Menomonie, WI 54751

via e-mail dschofield@menomonie-wi.gov

Mr. Schofield,

I write on behalf of JHGV, LLC. JHGV, LLC is the owner of the Burger King site at 544 Main Street East whose legal description is Lot 1 CSM 308 (Volume 2 Page 38).

JHGV, LLC hereby requests that the City of Menomonie considers amending City Code 10-11-1-A to include Lot 1 CSM 308 in the Legally Described Area.

JHGV, LLC acknowledges that inclusion of this property into the Legally Described Area will preclude the construction and occupation of ground level residential purposes on the property in the future.

Sincerely,
JHGV, LLC

A handwritten signature in black ink, appearing to read "Adam Velarde". The signature is stylized and fluid, with a long horizontal stroke at the end.

Adam Velarde

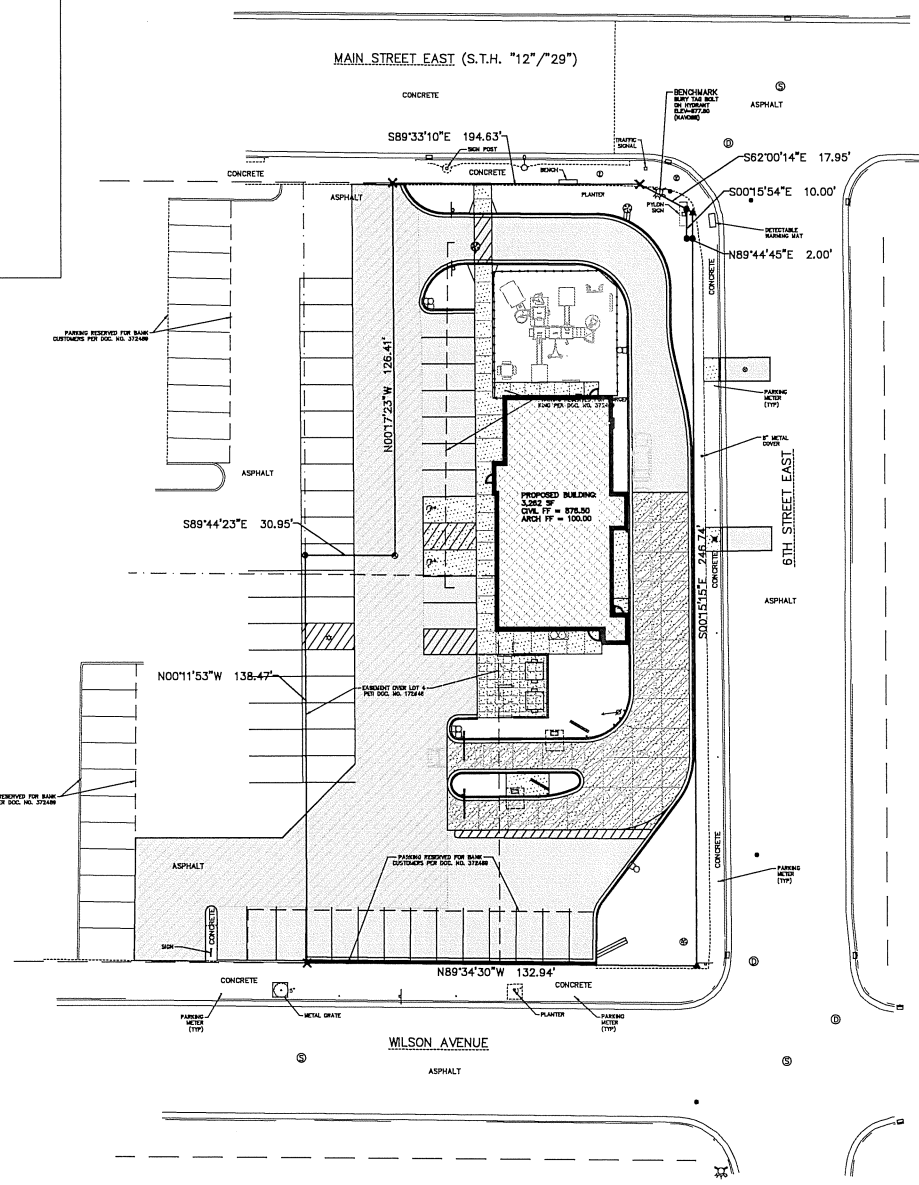
SITE INFORMATION:

PROPERTY AREA: 31,207 S.F. (0.69 ACRES).
 EXISTING ZONING: B1—GENERAL COMMERCIAL
 PROPOSED USE: QUICK-SERVE RESTAURANT
 AREA OF SITE DISTURBANCE: 0.72 ACRES

SETBACKS: BUILDING: FRONT=0'
 SIDE=0'
 SIDE=0'
 REAR=0'

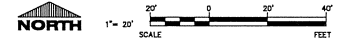
PAVEMENT: FRONT=0'
 SIDE=0'
 REAR=0'

PROPOSED BUILDING HEIGHT: 21' (MAX. HEIGHT ALLOWED: 60')
 PARKING REQUIRED: 1 SPACE PER 3 SEATS + 1 PER EMPLOYEE (26 SPACES REQ.)
 PARKING PROVIDED: 30 SPACES (2 H.C. ACCESSIBLE)
 HANDICAP STALLS REQUIRED: 2, HANDICAP STALLS PROVIDED: 2
 BUILDING OCCUPANCY CLASSIFICATION = A-2
 CLASS OF BUILDING CONSTRUCTION = VB



EXISTING SITE DATA			
	AREA (AC)	AREA (SF)	RATIO
PROJECT SITE	0.72	31,207	
BUILDING FLOOR AREA	0.08	3,434	11.0%
PAVEMENT (ASP. & CONC.)	0.57	24,807	79.5%
TOTAL IMPERVIOUS	0.65	28,241	90.5%
LANDSCAPE/ OPEN SPACE	0.07	2,966	9.5%

PROPOSED SITE DATA			
	AREA (AC)	AREA (SF)	RATIO
PROJECT SITE	0.72	31,207	
BUILDING FLOOR AREA	0.07	3,292	10.5%
PAVEMENT (ASP. & CONC.)	0.54	23,385	74.9%
TOTAL IMPERVIOUS	0.61	26,627	85.3%
LANDSCAPE/ OPEN SPACE	0.11	4,580	14.7%



CIVIL SITE PLAN



PROJECT INFORMATION

PROPOSED BURGER KING FOR:
CAVE ENTERPRISES
 544 MAIN STREET EAST • MENOMONIE, WI 54751

PROFESSIONAL SEAL

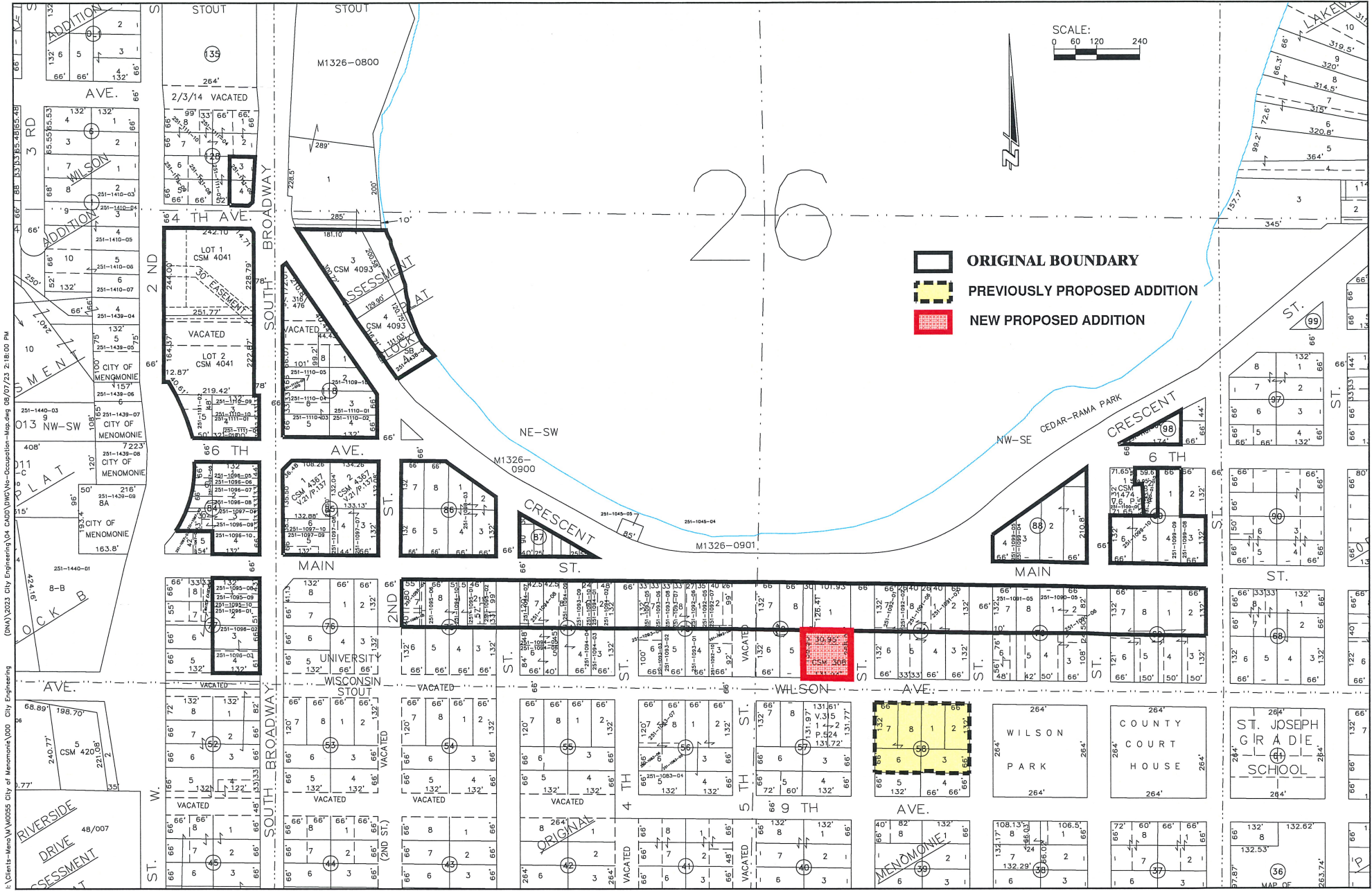
PRELIMINARY DATES
 DEC. 4, 2023
 JAN. 15, 2024
 FEB. 1, 2024
 FEB. 27, 2024
 MAR. 13, 2024
 MAR. 21, 2024
 APR. 30, 2024

JOB NUMBER
 230408200

SHEET NUMBER

C1.1

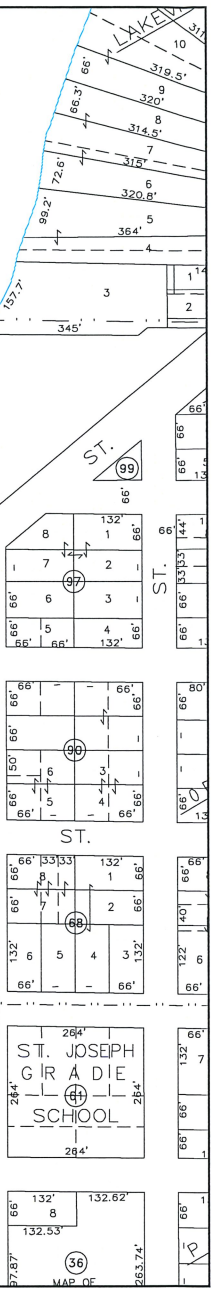
NOT FOR CONSTRUCTION



I:\Clients\Hera\W0555 City of Menomonia\000 City Engineering (DNA)\2023 City Engineering\04 CAD\DWG\No-Occupation-Vac.dwg 08/07/23 2:16:00 PM

26

- ORIGINAL BOUNDARY
- PREVIOUSLY PROPOSED ADDITION
- NEW PROPOSED ADDITION



CERTIFIED SURVEY MAP NUMBER 308

Being a resurvey of Lots 2, 3, and 4 and part of Lot 1, Original Plat of the Village (now City) of Menomonie and portions of Main Street and a portion of Sixth Street as vacated by the City of Menomonie Council Resolution Number 50 approved December 21, 1981, in the City of Menomonie, County of Dunn, State of Wisconsin, as described in Volume 2 of Certified Survey Maps, page 38, as Certified Survey Number 308.

341903

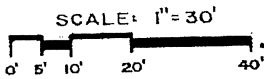
CERTIFIED SURVEY MAP

MAIN STREET

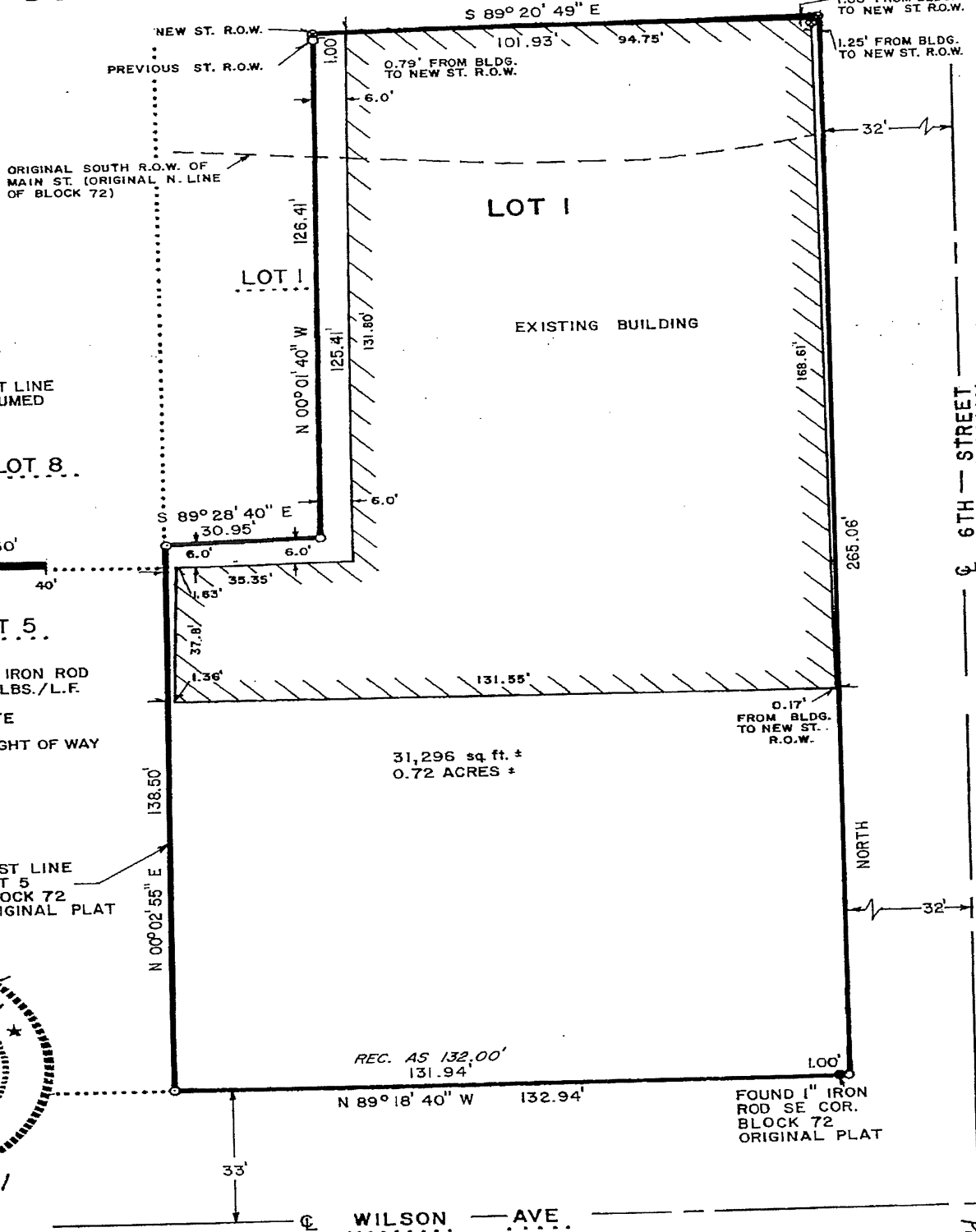
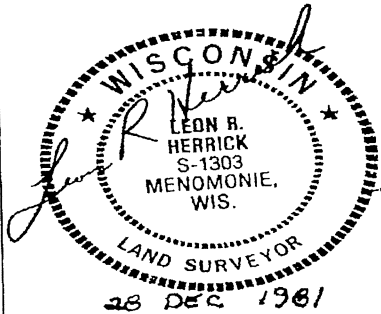
See Vol. 311 of Records Page 780 For Affidavit



BRG. REF. TO THE WEST LINE OF 6TH STREET. ASSUMED BRG. NORTH



- LEGEND:
- - 3/4" x 30" ROUND IRON ROD WEIGHING 1.502 LBS./L.F.
 - ⊗ - "X" IN CONCRETE
 - ST. R.O.W. - STREET RIGHT OF WAY



SURVEY OF LOTS 2, 3 & 4 & PART OF LOT 1 BLOCK 72, ORIGINAL PLAT, CITY OF MENOMONIE

ORDINANCE 2024 - 07 OF THE ORDINANCES FOR THE CITY OF MENOMONIE FOR 2024.

An ordinance amending the Legally Described Area in Section 10-11-1 A. of the City Code.

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

Section 1. Section 10-11-1 A. of the City Code is hereby amended as follows:

10-11-1: USES:

In the general commercial district, no building or premises shall be used and no building shall hereafter be erected, converted in use, enlarged, moved or structurally altered unless otherwise provided in this chapter, except for one or more of the following uses:

A. Unconditionally Permitted Uses:

Any use permitted in the multiple-family residential district, except that no occupation on any ground level (at grade) floor of any building for any residential purpose shall be permitted in the following described area of this district:

North One-Half (N1/2) only of Blocks 69 through 75; Lots 1-4 of Block 77; Lots 1, 2, 3, 4 and 6 of Block 84; Lots 1, 3, 4, 5 and 6 of Block 89; part of Lot 8 of Block 89 now known as Lot 2 Certified Survey Map No. 1474; Westerly 174 feet of Block 98; Lots 3 and 4, except the West 52 feet thereof, of Block 128; all of Blocks 85, 86, 87, 88, 118, 119 and 127; Lots 1 and 2 Certified Survey Map No. 4041; that part of vacated 5th Avenue East lying adjacent to Blocks 118 and 127; that part of vacated 5th Street East lying adjacent to the North One-Half (N1/2) of Blocks 72 and 73; all in the Original Plat of the Village, now City of Menomonie; Lots 2A, 2B, 3, 4, 5A and 5B of Assessment Plat Block A, now described, in part, as Lots 3 and 4 Certified Survey Map No. 4093; Lots 1, 2, 3, 4, 6, 7 and 8 of Block 58 of the Original Plat of the Village (now City) of Menomonie, Dunn County, Wisconsin, EXCEPT that part of Lots 3 and 4 described as follows: Beginning at the Southeast corner of said Lot 4: Thence N89°08'00"W 131.96 feet along the South line of said Lot 4; Thence N00°08'50"W 71.02 feet along the West line of said Lots 3 and 4; Thence S89°10'44"E 40.00 feet; Thence S00°08'50"E 5.50 feet; Thence S89°10'44"E 91.95 feet to the East line of said Lot 4; Thence S00°08'51"W 65.625 feet along said East line to the Point of Beginning; and Lot 1 of Certified Survey Map No. 308.

...

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

INTRODUCED _____

FIRST READING _____

SECOND READING _____

PASSED _____

PUBLISHED _____

ATTEST _____

CITY CLERK, CATHERINE MARTIN

APPROVED THIS 6th DAY

OF MAY, 2024

MAYOR, RANDY KNAACK

SUBMITTED BY:

ALDERPERSON



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 Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Designated All-Terrain Vehicle Routes
DATE: May 6, 2024 City Council Meeting

In February 2022 the City Council approved Designated All-Terrain Vehicle (ATV) Routes, which are now listed in City Code 6-1-12-C. The existing Designated ATV Route Map is attached.

In light of recent changes to the Designated ATV Routes on adjacent County Highways and Town Roads, City Staff have received a significant number of inquiries about when the City will add additional Designated ATV Routes. At the April 15, 2024 City Council Meeting, Councilperson Luther requested that additional Designated ATV Routes be prepared for the City Council's review and consideration. In response, City Staff have prepared the attached Proposed Designated ATV Route Map dated April 30, 2024.

City Staff notes the following:

- The City is required to submit changes to All-Terrain Vehicle ordinances to WisDOT for review. In this case, the City would ask for permission to include Designated ATV Routes on the following State and Federal Highways:
 - USH 12 from Heller Road to Oak Avenue
 - Broadway Street (USH 12 / STH 25) from Tainter Street to 1st Avenue West.
 - Main Street (STH 29) from Broadway Street to 4th Street East.
 - 11th Avenue / Hudson Road (STH 29) from River Road / Riverview Drive to Hofland Road / Brickyard Road East.
- ATVs would be allowed to cross non-designated routes (with the exception of Interstate Highway 94).
- ATVs would **NOT** be allowed to operate on the Red Cedar Trail, in public parks, on public sidewalks, on public multipurpose trails (such as the Junction Trail, Stokke Trail, Lake Menomin Loop), nor on roadway shoulders, boulevards or ditches.
- There is a gap in the Designated ATV Route on Hudson Road (STH 29) between Brickyard Road West and Midway Road East. The 55 mph speed limit in this segment is too fast for ATVs to safely coexist with cars and trucks. If closure of this gap is desired by the ATV users, it would be necessary to negotiate an access agreement from the property owner to the west of Hudson Road (STH 29) and construct an off-road trail.

If the City Council is willing to consider the Proposed Designated ATV Route Map dated April 30, 2024, the appropriate motion would be ***Direct City Staff to Prepare a Draft Ordinance Amending City Code 6-1-12 Based Upon the Proposed Designated ATV Route Map dated April 30, 2024*** (simple majority or, if requested, roll call vote).

If so directed, City Staff and Atty. Ludeman will work to prepare a Draft Ordinance for possible introduction at the May 20 City Council Meeting.

To be clear, approval of this motion would **NOT** modify the Designated ATV Route. That would not occur until or unless the Ordinance is adopted. Assuming introduction at the May 20 meeting, first reading at the June 3 meeting and second reading at the June 20 meeting, the earliest adoption could occur would be July 1.

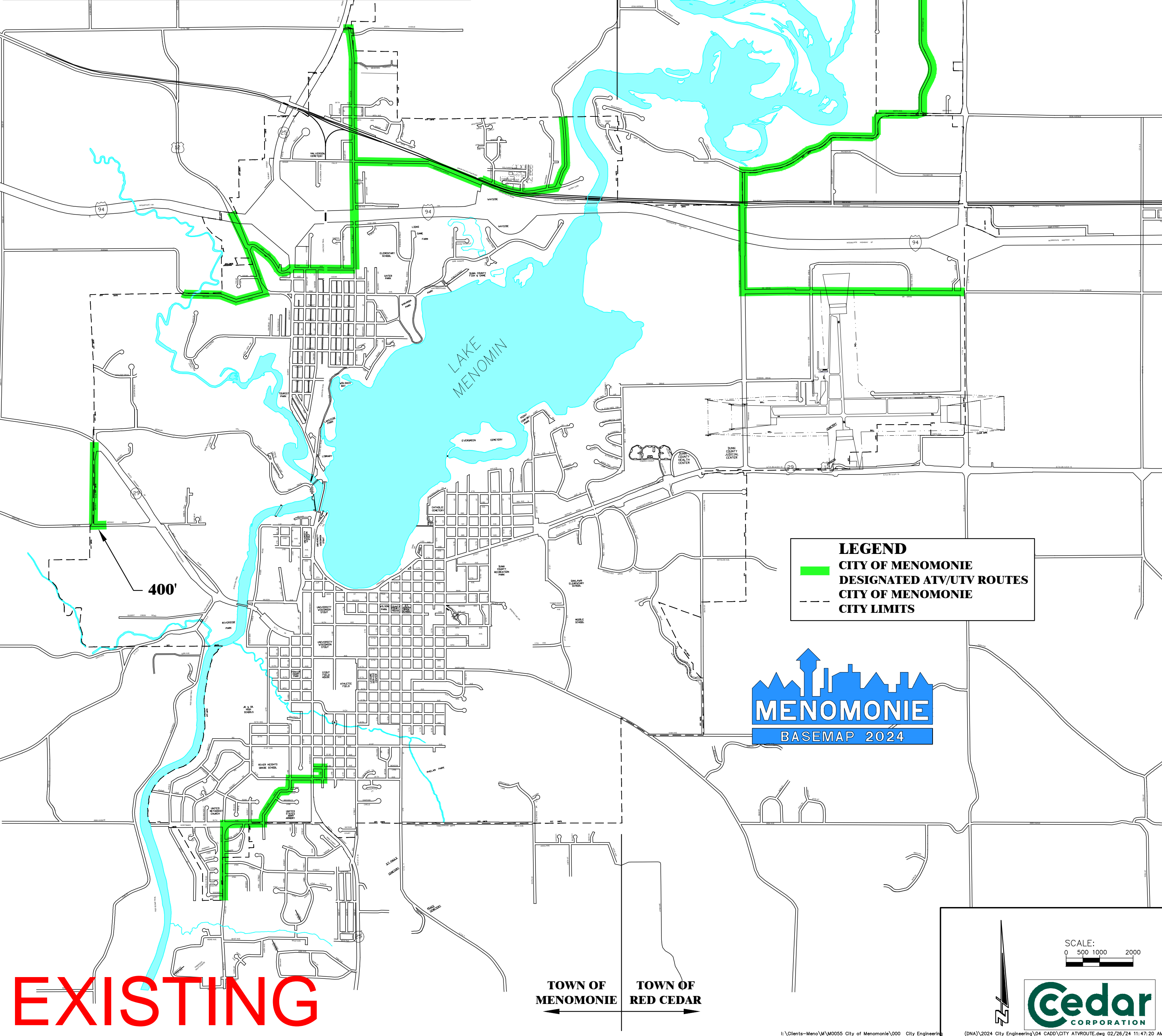
Attachments:



- Existing Designated ATV Route Map
- Proposed Designated ATV Route Map

CITY OF MENOMONIE
DESIGNATED ATV/UTV ROUTES
 SEE CITY CODE 6-1-12 FOR MORE INFORMATION
HELPFUL LINKS:
https://codelibrary.amlegal.com/codes/menomoniawi/latest/menomonie_wi/0-0-0-3731
<https://dunncountywi.gov/highway>
<https://www.townofmenomonie.com/>
<https://redcedar.gov/>

TOWN OF MENOMONIE TOWN OF RED CEDAR

EXISTING



LEGEND
 CITY OF MENOMONIE DESIGNATED ATV/UTV ROUTES
 CITY OF MENOMONIE CITY LIMITS

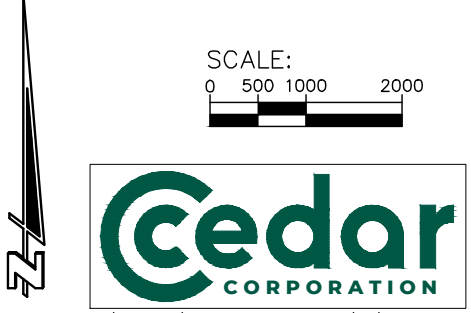


400'

TOWN OF MENOMONIE TOWN OF RED CEDAR

EXISTING

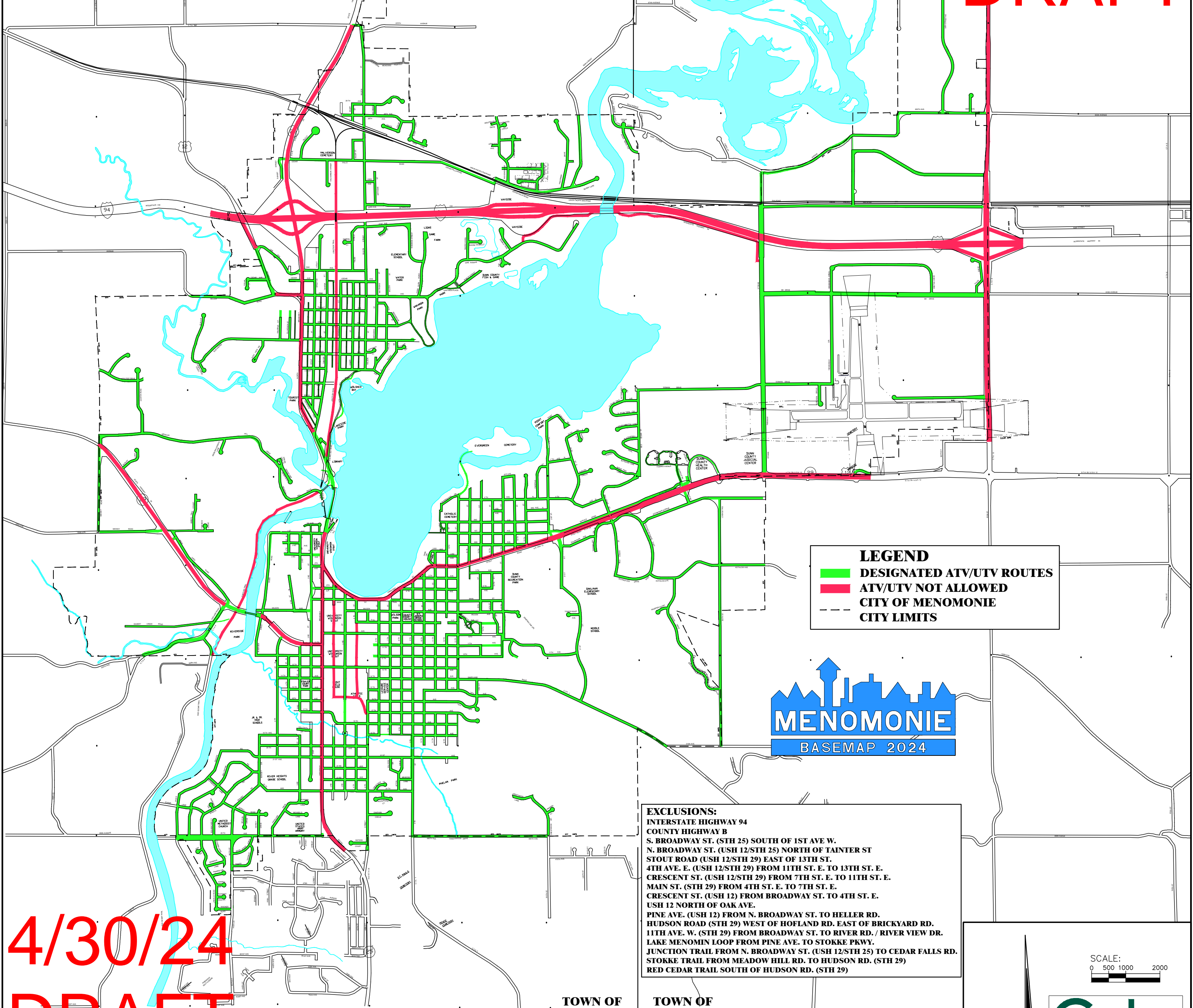
SCALE:
 0 500 1000 2000







CITY OF MENOMONIE
PROPOSED 2024 DESIGNATED ATV/UTV ROUTES
 SEE CITY CODE 6-1-12 FOR MORE INFORMATION
HELPFUL LINKS:
https://codelibrary.amlegal.com/codes/menomoniawi/latest/menomonie_wi/0-0-0-3731
<https://dunncountywi.gov/highway>
<https://www.townofmenomonie.com/>
<https://redcedar.gov/>

4/30/24
DRAFT

TOWN OF MENOMONIE TOWN OF RED CEDAR



LEGEND
 DESIGNATED ATV/UTV ROUTES
 ATV/UTV NOT ALLOWED
 CITY OF MENOMONIE
 CITY LIMITS



EXCLUSIONS:
 INTERSTATE HIGHWAY 94
 COUNTY HIGHWAY B
 S. BROADWAY ST. (STH 25) SOUTH OF 1ST AVE W.
 N. BROADWAY ST. (USH 12/STH 25) NORTH OF TAINTER ST
 STOUT ROAD (USH 12/STH 29) EAST OF 13TH ST.
 4TH AVE. E. (USH 12/STH 29) FROM 11TH ST. E. TO 13TH ST. E.
 CRESCENT ST. (USH 12/STH 29) FROM 7TH ST. E. TO 11TH ST. E.
 MAIN ST. (STH 29) FROM 4TH ST. E. TO 7TH ST. E.
 CRESCENT ST. (USH 12) FROM BROADWAY ST. TO 4TH ST. E.
 USH 12 NORTH OF OAK AVE.
 PINE AVE. (USH 12) FROM N. BROADWAY ST. TO HELLER RD.
 HUDSON ROAD (STH 29) WEST OF HOFLAND RD. EAST OF BRICKYARD RD.
 11TH AVE. W. (STH 29) FROM BROADWAY ST. TO RIVER RD. / RIVER VIEW DR.
 LAKE MENOMIN LOOP FROM PINE AVE. TO STOKKE PKWY.
 JUNCTION TRAIL FROM N. BROADWAY ST. (USH 12/STH 25) TO CEDAR FALLS RD.
 STOKKE TRAIL FROM MEADOW HILL RD. TO HUDSON RD. (STH 29)
 RED CEDAR TRAIL SOUTH OF HUDSON RD. (STH 29)

4/30/24
DRAFT

TOWN OF MENOMONIE TOWN OF RED CEDAR

SCALE:
 0 500 1000 2000



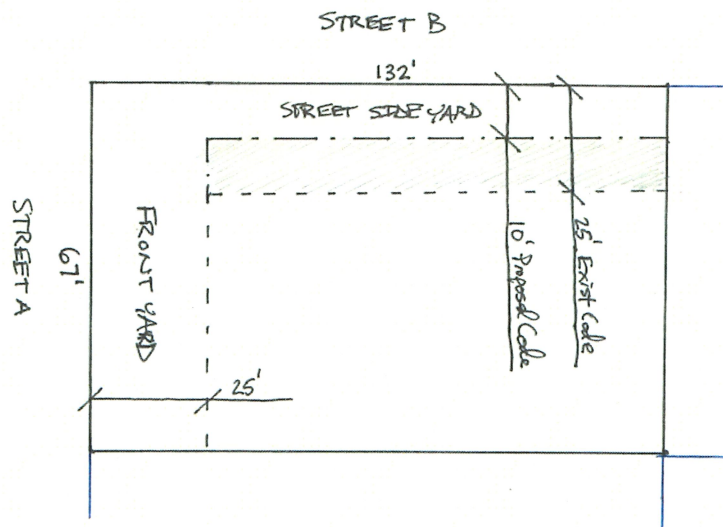


City of Menomonie
David Schofield

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

TO: Mayor Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Ordinance 2024-08, Residential Side Yard Setbacks for Corner Lots
DATE: May 6, 2024 City Council Meeting

City Code is confusing and discourages development upon existing platted corner lots in residential districts at a time when housing studies have demonstrated a need for new housing. City Staff have proposed to reduce street side yard setbacks to a flat 10-feet in the R-1 Single Family Residential, R-2 Limited Multiple Residential, and R-3 Multiple Residential Districts.



If the City Council is willing to consider this change, the appropriate motions would be:

- **Introduce Ordinance 2024-08, amending Title 10, Chapters 7, 8 and 9 Residential Side Yard Setbacks for Corner Lots** (no vote)
- **Refer Ordinance 2024-08, amending Title 10, Chapters 7, 8 and 9 Residential Side Yard Setbacks for Corner Lots to the Plan Commission for review** (simple majority)

This matter would be taken up at the May 28 Plan Commission meeting followed by a public hearing and final consideration at the June 3 City Council meeting.

Attachments:

- Ordinance 2024-08

ORDINANCE 2024 - 08 OF THE ORDINANCES FOR THE CITY OF MENOMONIE FOR 2024.

An ordinance amending Title 10 Chapters 7, 8, and 9 to reduce the side yard setbacks for corner lots in the R-1, R-2, and R-3 districts.

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

Section 1. Section 10-7-2 C. of the City Code is amended to read as follows:

10-7-2: HEIGHT, YARDS, AREA, AND OTHER REGULATIONS:

...

C. Side Yard Setback: There shall be a side yard setback of six feet (6'); except that on any corner lot, the setback on the street side yard of the corner lot shall be ten feet (10').

...

Section 2. Section 10-8-2 C. of the City Code is amended to read as follows:

10-8-2: HEIGHT, YARDS, AREA, AND OTHER REGULATIONS:

...

C. Side Yard Setback: There shall be a side yard setback of ten feet (10'). When a parcel of land in this zoning district abuts a single-family residential district, the required side yard setbacks shall not be used for parking, trash enclosures, or accessory structures.

...

Section 3. Section 10-9-2 C. of the City Code is amended to read as follows:

10-9-2: HEIGHT, YARDS, AREA, AND OTHER REGULATIONS:

...

C. Side Yard Setback: There shall be a side yard setback of ten feet (10'). When a parcel of land in this zoning district abuts a single-family residential district, the required side yard setbacks shall not be used for parking, trash enclosures, or accessory structures.

...

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

INTRODUCED _____

APPROVED THIS ____ DAY

FIRST READING _____

OF _____, 2024

SECOND READING _____

MAYOR, RANDY KNAACK

PASSED _____

PUBLISHED _____

SUBMITTED BY:

ATTEST _____

CITY CLERK, CATHERINE MARTIN

ALDERPERSON



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 Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Resolution 2024-12, Public Participation Procedures for Comprehensive Plan
DATE: May 6, 2024 City Council Meeting

City Staff have proposed to update the housing element of the Comprehensive Plan in order to qualify for certain housing grant programs. Comprehensive Plan updates require a public participation plan.

Resolution 2024-12 sets forth the proposed public participation plan. The Plan Commission recommended approval of the public participation plan at their meeting on April 22.

If the City Council concurs, the appropriate motion would be ***Approve Resolution 2024-12 a Resolution Approving Public Participation Procedures for Comprehensive Plan*** (simple majority).

Attachments:

- Resolution 2024-12

RESOLUTION NO. 2024-12

**RESOLUTION APPROVING PUBLIC
PARTICIPATION PROCEDURES FOR COMPREHENSIVE PLAN**

WHEREAS, the City of Menomonie is preparing a comprehensive plan amendment under the authority of and procedures established by Sec. 66.1001 Wis. Stats; and

WHEREAS, Sec. 66.1001, Wis. Stats, requires that the governing body of the local governmental unit adopt written procedures designed to foster public participation at every stage of comprehensive plan preparation, and that such written procedures shall provide for wide distribution of draft plan materials, an opportunity for the public to submit written and oral comments on the plan materials, and a process for the governing body to respond to such comments.

WHEREAS, the City of Menomonie believes that regular, meaningful public involvement in the comprehensive plan process is important to assure that the resulting plan meets the wishes and expectations of the public; and

WHEREAS, Cedar Corporation, the City's consulting firm assisting with the Comprehensive Plan preparation, will include written procedures to foster public participation, ensure wide distribution of draft plan materials, provide opportunities for written comments on such materials, and provide mechanisms to respond to such comments.

NOW, THEREFORE, BE IT RESOLVED that the City of Menomonie hereby adopts the written procedures included in the "Public Participation Plan" with its public participation procedures meeting the requirements of Sec. 66.1001, Wis. Stats. A copy of said procedure is attached as Exhibit A.

Adopted this _____ day of _____, 2024.

Mayor

Deputy City Clerk

EXHIBIT A

Public Participation Plan

The following methods may be used, when practical, to foster public participation and input for the City of Menomonie Comprehensive Plan Amendments and Updates. At a minimum, at least one public hearing must be held.

1. **Planning Process:** The City of Menomonie staff and Plan Commission will work with and advise the consultant during the planning process by discussing the Comprehensive Plan amendment at regular monthly meetings as needed; review and provide input on recommendations; review and respond to written comments from the public; and may recommend adoption of the updated Plan to City Council. The Plan Commission meetings would be open to the public.
2. **Website:** The City may utilize its website to provide information related to the process of amending the Comprehensive Plan, host draft copies of the chapters so that residents will be able to view and download them, and provide an option that allows members of the public to leave comments and questions that will be sent to City Clerk and consultant. Written comments will be shared with the City Council and given an opportunity to respond.
3. **City Hall:** A copy of the completed draft amended chapters of the proposed Comprehensive Plan will be stored at City Hall and made available to the public for review and comment during normal business hours.
4. **Notice to Interested Parties:** The City Clerk will provide a copy of the public hearing notice and the proposed amendment at least 30 days prior to the public hearing to any person who submits a written request to receive notice of a proposed amendment under Section 66.1001(4)(f). The City may charge a fee to cover the cost of providing such notice. In accordance with Section 66.1001(4)(e), the City Clerk will also provide notice to nonmetallic mining operators within the City; to persons who have registered a marketable nonmetallic mineral deposit within the City; or to persons who own or lease property on which nonmetallic minerals may be extracted, in which the allowable use or intensity of use of the property is proposed to be change by the comprehensive plan, if such person has requested notification in writing. The City Clerk will maintain a list of persons who have submitted a written request to receive notices of public hearings under Sections 66.1001(4)(e) and 66.1001(4)(f).
5. **Public Hearing:** The City will hold at least one public hearing to adopt the comprehensive plan in accordance with state statutes. The public hearing will offer an opportunity for residents to comment on the plan.
6. **Planning Commission and City Council:** The results of the public hearing will be presented to the Plan Commission and City Council. The Plan Commission will decide whether further updates to the Plan are needed or may make a recommendation to adopt the Comprehensive Plan. The City Council has the authority to adopt the Comprehensive Plan.
7. **Distribution of Plan Amendment:** If the Plan is approved by the City Council, printed or electronic copies of the amendment will be sent by the City Clerk to the parties listed in Section 66.1001(4)(b).

The City of Menomonie is not required to implement all of the above listed items based on its discretion, nor is it limited to the public participation methods listed above. The City may engage in other methods not identified here as the planning process moves forward.



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 Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Resolution 2024-13, Alternate Side Irrigation Restrictions
DATE: May 6, 2024 City Council Meeting

The City Council enacted Alternate Side Irrigation Restrictions in 2023 due to the lack of sufficient well capacity to keep up with peak demand driven by lawn irrigation. Residents and Businesses seemed to adapt to the regulations by adjusting their irrigation practices.

City Staff recommend enacting Alternate Side Irrigation Restrictions for 2024 now before most irrigation systems are started up for the summer. The restrictions will end on September 1, 2024.

If the City Council concurs, the appropriate motion would be ***Approve Resolution 2024-13 a Resolution Enacting Alternate Side Lawn Irrigation Restrictions*** (simple majority).

Attachments:

- Resolution 2024-13

RESOLUTION NO. 2024-13
STATE OF WISCONSIN
City of Menomonie
Dunn County

A RESOLUTION ENACTING ALTERNATE SIDE LAWN IRRIGATION RESTRICTIONS

WHEREAS, the City of Menomonie operates a water system that consists of three municipal wells and three elevated water towers; and

WHEREAS, the peak demand on the water system occurs during the summer months and is driven in large part by lawn irrigation; and

WHEREAS, during peak demand periods, the municipal wells run for excessive times which increases wear and tear on the wells and reduces their ability to recharge; and

WHEREAS, during sustained peak demand periods, the elevated water towers can be drawn down sufficiently to reduce the Fire Department's ability to fight fires; and

WHEREAS, the City has begun the planning process to construct a new municipal well but it will be several years until the new well is completed and must take other steps to reduce peak demand in the meantime.

NOW, THEREFORE, BE IT RESOLVED that the City of Menomonie Common Council hereby establishes Alternate Side Lawn Irrigation Restrictions until September 1, 2024.

BE IT FURTHER RESOLVED, that properties with even number addresses (i.e. 620 11th Avenue West) may only irrigate turf grass areas on even numbered days (i.e. June 2, June 4, June 6...).

BE IT FURTHER RESOLVED, that properties with odd number addresses (i.e. 621 11th Avenue West) may only irrigate turf grass areas on odd numbered days (i.e. June 1, June 3, June 5...).

BE IT FURTHER RESOLVED, that the City of Menomonie Common Council directs staff to issue written warnings to properties that do not comply with Alternate Side Lawn Irrigation Restrictions and, if continued non-compliance occurs, impose forfeitures.

Adopted this 6th day of May, 2024.

Mayor

Attest: _____
Deputy City Clerk



City of Menomonie
Eric Atkinson

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

E-Mail: atkinsone@menomonie-wi.gov

To: Mayor & City Council
From: Eric Atkinson, City Administrator
Subject: Mutual Aid Agreement
Date: May 2, 2024

City Administration is providing for review and possible approval the Mutual Aid Agreement with Mayo Clinic Ambulance. This is an one year contract that will automatically renew yearly with the same terms unless terminated in accordance with the agreement terms. If the Council approves of this agreement as presented, a motion to approve would be the required action.

Mutual Aid Agreement

This **Mutual Aid Agreement** (the “**Agreement**”) is entered into as of Apr 9, 2024 (the “**Effective Date**”), by and between City of Menomonie, with primary offices located at Menomonie, WI (“**Service**”) and **Mayo Clinic Ambulance**, a Minnesota nonprofit corporation, with primary offices located at 200 1st Street SW, Rochester, Minnesota 55905 (“**Mayo**”).

WHEREAS, Service and Mayo acknowledge that either party may experience periods of ambulance system overload, certain natural disasters such as windstorms, floods, fires, hurricanes, earthquakes, etc., or other events may cause one or more facilities in a given geographic area to become non-operational or inaccessible for undetermined periods of time (collectively, “**Event(s)**”); and

WHEREAS, the parties agree that alternative resources during an Event may be needed to facilitate continuity of care, and mutual aid (“**Mutual Aid**”) may be required to accommodate the needs of patients.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Section 1. Term. Subject to the termination provisions set forth in this Agreement, the term of this Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year. Upon the expiration of the initial one-year term and upon each anniversary thereafter, this Agreement shall automatically renew on the same terms and conditions for additional renewal terms of one (1) year each, unless terminated earlier in accordance with the terms of this Agreement.

Section 2. Preparedness & Communications. Communications between the parties and their communication center(s) will take place on their customary dispatch channels. When an ambulance is requested for Mutual Aid, the requesting party may contact the other party’s dispatch center or public safety answering point.

Section 3. Notification. If an Event creates an immediate scarcity of resources that cannot be reasonably accommodated in a timely manner, either party may contact the other to inquire about the availability of ambulance response coverage.

Section 4. Best Efforts. If a request for Mutual Aid occurs, the requesting party commits to making best efforts to identify opportunities to safely expand or leverage existing capacity, and/or to launch reserve or surge capacity where it might exist. It is mutually agreed this Agreement is a good-faith statement of intent to make reciprocal best efforts to provide emergency response services to each other’s patients on an as-needed, as-available basis during an Event. The parties agree that Mutual Aid will not significantly jeopardize its ability to provide emergency response to its own community.

Section 5. Resource Collaboration. In the provision of Mutual Aid, both parties agree to contribute, to whatever extent is deemed reasonable, safe and practical, any resources each party can make available, including equipment, supplies, staff, etc.

Section 6. Billing & Fees. The transporting party shall have the sole right and responsibility to determine the fees for any provision of Mutual Aid, and to bill and collect from patients and their third party payors for all Mutual Aid rendered in connection with this Agreement. Unless specifically agreed to in advance by both parties, neither party has an expectation or obligation to share revenues or expenses associated with the provision of emergency response services.

Section 7. Regulatory Reporting Requirements. During a period of provision of Mutual Aid, both parties will adhere to all normal reporting requirements and other regulatory agencies as required by law.

Section 8. Termination. This Agreement shall immediately terminate upon the mutual written agreement of the parties. In addition, either party may terminate this Agreement upon thirty (30) days written notice to the other party.

Section 9. Recordkeeping & Confidentiality of Medical Information. Both parties will respect the confidentiality of patients. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 as amended from time to time ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the implementing regulations to ensure the integrity and confidentiality of Protected Health Information.

Section 10. Independent Contractors. In the performance of their respective tasks in the provision of Mutual Aid, it is mutually understood and agreed that the parties are at all times acting as independent contractors, and that neither shall have nor exercise any control or direction over the methods by which the other shall perform such tasks. No agency or employment relationship, partnership, joint venture or other business organization is created hereby.

Section 11. Liability & Indemnification. Each party assumes full legal liability for acts and omissions committed, by their respective employees acting in the course and scope of their job duties. To the extent permitted by law, each party further agrees to indemnify and hold harmless the other from any loss, claim, damages, expenses (including cost of defense), or litigation expenses determined to be caused by the indemnifying party's (or its employees acting in the course and scope of their job duties) own negligence.

Section 12. Notice. All notices required under this Agreement shall be in writing and shall be deemed to have been duly given if sent via certified mail, first class mail-postage prepaid, hand delivery, overnight courier or electronic mail, and properly addressed to the party at the party's last known address or any other address or electronic mail address that any party may designate by written notice to the other. Mailed notices shall be deemed to have been given at the time posted plus three business days.

Section 13. Use of Name. Neither party will use the names or trademarks of the other party in any news release, advertising, publicity, endorsement, promotion, or commercial communication unless Mayo has provided prior written consent for the particular use contemplated. All requests for approval pursuant to this Section must be submitted to the Mayo Clinic Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least 7 business days prior to the date on which a response is needed.

Section 14. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Wisconsin, except that no Wisconsin conflicts of law or choice of law provision shall apply to this Agreement.

Section 15. Not Exclusive. This Agreement is not intended to be exclusive as to either party. Service may provide or receive similar or identical Mutual Aid to any other entity, and Mayo may provide or receive similar or identical Mutual Aid from any other entity.

Section 16. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement, except as otherwise expressly provided herein.

Section 17. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, that either party may assign this Agreement without the prior written consent of the other party to an affiliate or other entity that controls, is controlled by or is under common control with such party. Any

purported assignment in violation of this clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this Agreement by its assignee.

Section 18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the parties. This Agreement may be amended only in a writing signed by each of the parties. This Agreement shall be binding upon and inure to the benefit of each party, its successors and assigns.

Section 19. Waiver. The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision or a waiver of the same provision at any later time.

Section 20. Severability; Counterparts. In the event any part or parts of this Agreement are held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of this Agreement. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

Section 21. Survival. The rights and obligations of parties relating to confidentiality, indemnification, and use of name, along with any other rights and obligations that expressly or by operation of law extend beyond this Agreement, shall survive the termination, expiration, non-renewal, or rescission of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

MAYO CLINIC AMBULANCE

City of Menomonie, WI

By: Tom Fennell
Tom Fennell (Apr 9, 2024 10:15 CDT)

By: _____

Name: Tom Fennell

Name: _____

Title: Regulatory Officer

Title: _____

Date: Apr 9, 2024

Date: _____



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 Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Wakanda Water Park 2024 Concession Agreement
DATE: May 6, 2024 City Council Meeting

The Wakanda Water Park has a small concession stand. The concession stand has been operated by Jonathan Kroening doing business as Wakanda Waterpark Concessions for many years. Mr. Kroening desires to continue for the 2024 pool season. The City will receive 10% of the total gross sales.

If the City Council concurs, the appropriate motion would be **Approve Wakanda Water Park 2024 Concession Agreement with Jonathan Kroening doing business as Wakanda Waterpark Concessions** (simple majority).

Attachments:

- Agreement

**WAKANDA WATERPARK
OUTDOOR SWIMMING POOL**

This concession agreement is entered into by the City of Menomonie (the City) and Wakanda Waterpark Concessions.
(The Concessionaire).

Whereas, the City considers it necessary for the proper comfort of the public to grant to the Concessionaire a concession for the furnishing of facilities and services at the Wakanda Waterpark Pool; and

Whereas, the City considers this concession is of concern and benefit to the City and citizens and will render the Swimming Pool more attractive for public use;

Now therefore, in consideration of their mutual promises, the parties agree as follows:

1. The City grants to the Concessionaire the right to operate the concession at the Wakanda Waterpark from the date the pool opens for general use, June 1, 2024 through the date the pool closes for general use August 18, 2024.
2. The concession will be located on the premises designated on Exhibit A which is attached and made a part of this agreement. The concession will include selling soft drinks and confections and such other supplies and services as are ordinarily in demand by pool visitors provided nothing will be served or prepared which would require exhaust fans or exhaust fixtures to be installed. No beer, wine, liquor firearms, squirt guns or pyrotechnics will be sold or rented.
3. The Concessionaire will pay to the City, by **October 1, 2024** 10% (Ten Percent) of the total gross income as reported to the City. Total gross income does not include sales tax.
4. The Concessionaire will pay for all services and utilities, including telephone, used or consumed in the operation of this concession with separate meter installation if necessary. If no separate meters are installed, the Concessionaire will pay \$50.00 per month for electric and utilities, said payments being due and payable at the end of the pool season with any being prorated. Garbage service expenses will be shared equally and will be accounted for at the same time as electric and utility bills are paid by the Concessionaire.

5. The Concessionaire will maintain and keep repair the premises, including any building which is used for this concession, and will keep the premises and surrounding grounds in a clean, neat and sanitary condition at all times.
6. All personal property necessary to operate this concession will be furnished by the Concessionaire. The Concessionaire may remove such personal property at any time during the term of this agreement and, upon termination of the agreement, will remove the personal property within a reasonable time as determined by the City. The Concessionaire will not remove any personal property or fixture if removal will damage the property or interest of the City. Any personal property or any fixture installed by the Concessionaire on the premises that the City determined cannot be removed and will become the property of the City at no cost to the City. The Concessionaire will notify they City at least fifteen (15 days) before the Concessionaire wishes to start any such removal. Any sinks, fans, meters, shutters or other fixtures installed by the City are to remain on the premises.
7. The Concession shall be operated and open for business on a daily basis from at least the opening of the pool for general use through the closing of the pool for general use and at all other mutually agreeable times. Except that the concession shall close by daily pool closing time.
8. The erection of signs and advertising or display materials relating to the concession is not allowed unless authorized in writing by the City. All signs, advertising or display materials and all publication, stationery, printed or promotional material, and exhibits issued or used by the Concessionaire shall be paid for by the Concessionaire and shall clearly identify the Wakanda Waterpark as property of the City of Menomonie.
9. The development, management and administration of the Waterpark is wholly and exclusively under the jurisdiction of the City, and the Concessionaire will only manage the premises designated for the concession stand.

The management and operation of the concession is subject to all applicable Wisconsin Statutes and Wisconsin Administrative Code.

10. The City may terminate this agreement upon thirty (30) days written notice to the Concessionaire. If the City determines that the concessionaire's management or operation of the concession is unsatisfactory in any substantial respect or if the City determines that the Concessionaire has failed to carry out this agreement the City may terminate this agreement immediately either orally or in writing. Upon termination this agreement the rights of the Concessionaire are forfeited, and the City may immediately take possession of and operate the concession.

11. This agreement will terminate when the pool closes for general use, August 18, 2024 and one week thereafter for final accounting.
12. The City may enter upon the premises at any time upon reasonable notice for any reason and for the purpose of inspection or making such repairs and improvement as the City deems necessary. The Concessionaire will not cause or allow any waste or nuisance upon the premises. The Concessionaire shall maintain all properties that are subject to this agreement, both real and personal, on their present condition (ordinary wear and tear excepted), and shall maintain high standards of cleanliness and sanitation. The Concessionaire shall make no improvements, alterations, additions, or changes to the premises except with the express written approval of the City.
13. The Concessionaire will indemnify the City against any cause of action, claim, damage, cost, or expense, including reasonable attorney's fees, arising from the management or operation of the concession or from any breach or default by the Concessionaire in the performance of this agreement or from any negligence of the concessionaire at the premises. In case any action or proceeding is brought against the City by reason of any such cause of action or claim, the Concessionaire, upon notice from the City, will defend the City by counsel reasonably satisfactory to the City. The Concessionaire shall purchase public liability insurance to be effective as of the day of the execution of this agreement naming the city and its employees and the concessionaire as the name insured in any amount of \$300,000.00 single limit per occurrence including coverage of \$300,000.00 for bodily and personal injury and \$25,000.00 for property damage so that the City will be protected from any liability arising out of the operation or management by the Concessionaire of the concession. The Concessionaire shall furnish the City with a copy of the insurance policy or a certificate of insurance, to be place in a file with the agreement at least two (2) weeks before the Concessionaire begins operation. This agreement is conditioned on the City's approval of the insurance policy. Any notice of cancellation of the insurance policy will require notice to the City.
14. The Concessionaire shall furnish the City weekly audited income statements and a final income statement within 14 days of the close of the pool. The City also recommends that non-profit Concessionaire prepare a balance sheet for use in determining capital improvements for the pool. The Concessionaire shall maintain a set of books and record on the operation of the concession that includes accounts for each category of expense specified in the contract or as agreed upon by the parties. The books and records shall be made available to the City at any reasonable time for the purpose of examination and shall be retained for at least three (3) years.
15. The concessionaire shall not assign or otherwise transfer this agreement nor mortgage or pledge rights under it except with the express written approval of the City.
16. The Concessionaire shall conduct and supervise the concession in an orderly and business-like manner and shall not permit any disorderly behavior on the premises. No Pinball machine, jukebox, shooting galleries or other similar devises may be installed.

17. The Concessionaire will maintain an adequate stock of goods and supplies and supply appropriate and necessary services in accordance with the purpose of this concession; will charge prices that are competitive with other merchants in the vicinity for all goods and supplies sold, services performed or equipment rented to the public; and, on request, will inform the City in writing of the prevailing prices for the goods and supplies sold, equipment rented or services performed. If the City determines that a particular price is too high or too low, the Concessionaire will reduce or raise the price according to the City's directions.
18. Where applicable, the Concessionaire shall furnish full worker's compensation coverage for its employees and shall comply with all social security and withholding tax laws and rules. A person claiming that coverage is not required under Chapter 102, Wis. Stats., shall upon request, provide the basis for such opinion in writing to the City.
19. In connection with the performance of work under this agreement, the Concessionaire 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), sexual orientation 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.
20. The Concessionaire is an independent contractor and not an employee or agent of the City, and the Concessionaire assumes full responsibility for any liability which may arise out of management or operation of this concession.
21. The Concessionaire shall not create any lien, security interest or encumbrance on or in the premises, including any building.
22. The Concessionaire agrees to take reasonable action necessary to guard against trespass and to keep secure any room or building used in the concession.
23. The Concessionaire shall meet with the city before the pool opens for general use to discuss plans for the forthcoming season.
24. The Concessionaire shall maintain an operable fire extinguisher and a first aid kit.
25. In the premises or any part of them are destroyed or damaged by water, wind or fire, or by a human or a natural cause so as to make it necessary to rebuild, restore, replace or substantially repair the premises or any part of them, the Concessionaire agrees that the City need not rebuild, restore, replace or substantially repair the premises.
26. If the City determines that an emergency exists, the City may order the concession to be temporarily closed.

27. In this agreement, the City and the Concessionaire include their respective employees, officers, members, directors, agents, servants, contractors, representatives, partners, assignees and successors. If the Concessionaire ceases to exist in fact or by law, the City may immediately terminate this concession agreement and, without waiving any remedy available to it, perform this concession agreement.

28. This agreement, together with the specifications in the bid request and referenced parts and attachments, shall constitute the entire agreement and previous agreements communications or agreements pertaining to this agreement are hereby superseded. Any contractual revisions including cost adjustment and time extensions must be made by an Amendment to this agreement or other written documentation, signed by both parties at least 30 days prior to the ending date of the agreement. The Concessionaire shall notify its insurance company and its surety, if any, of any amendment. Except the separate proposal for operating of a concession stand is also a part of this agreement.

In witness whereof, the City of Menomonie has caused this concession agreement to be signed at Menomonie, Wisconsin, for the City by the City Recreation Manager.

Date Signed _____ By _____
 Mitchell Stai, Recreation Manager

 (Full Name(s) or Corporation Name)

Has caused this concession agreement to be signed at Menomonie
 Wisconsin, by its Presidents and Secretary.

Wakanda Waterpark Concessions
 (Name or Corporation Name)

Date Signed _____ By _____
 Jonathan M. Kroening



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 Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Development Agreement with Menomonie Holdings 1, LLC for Industrial Development in TID #18
DATE: May 6, 2024 City Council Meeting

Menomonie Holdings 1, LLC constructed the ELH6 building at 5821 Eagle Point Road under a thicket of agreements dated 5/5/2020, 12/30/2020, 12/6/2021 and 6/22/2022.

Menomonie Holdings 1, LLC has requested to negotiate a new development agreement to replace the aforementioned thicket of agreements. The new agreement generally does the following:

- Replaces all existing agreements.
- City agrees to transfer the stormwater pond to Menomonie Holdings 1, LLC for \$1.
- Menomonie Holdings 1, LLC agrees to own/operate/maintain the stormwater pond.
- For the second building, City agrees to sell the land for \$15,000 per acre and provide \$200,000 financial incentive as long as it is completed by December 31, 2029 and has an assessed value of at least \$2,000,000.
- For the third building, City agrees to sell the land for \$15,000 per acre and provide \$200,000 financial incentive as long as it is completed by December 31, 2029 and has an assessed value of at least \$2,000,000.

If the City Council concurs, the appropriate motion would be ***Approve Development Agreement with Menomonie Holdings 1, LLC for Industrial Development in TID #18*** (roll call vote).

Attachments:

- Proposed Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into this ____ day of May, 2024, by and between **Menomonie Holdings 1, LLC**, a Wisconsin limited liability company (hereinafter “*Developer*”), and the **City of Menomonie**, a Wisconsin municipal corporation (hereinafter the “*City*”).

WHEREAS, the City initially granted an option to purchase certain property owned by the City on May 5, 2020 to Hidden Valley Commercial Properties, LLC, a Wisconsin limited liability company (“Hidden Valley”), Developer’s predecessor in interest (the “*Option*”).

WHEREAS, the property subject to the Option is identified pursuant to Exhibit A of this Agreement and consists of approximately 23 acres (the “*Property*”).

WHEREAS, the City and Hidden Valley thereafter amended the Option pursuant to an “Amendment to Option Agreement” (the “*Option Amendment*”).

WHEREAS, Hidden Valley then assigned all of its rights and obligations under the Option and Option Amendment to ELH Holdings, LLC, a Wisconsin limited liability company (“*ELH*”), also Developer’s predecessor in interest, pursuant to an “Assignment of Option Agreement” (the “*Option Assignment*”).

WHEREAS, ELH thereafter utilized an “Exercise of Option Agreement” (“*Option Exercise*”) to acquire the approximately northern five (5) acres of the Property (“Lot 1 of CSM 4687”).

WHEREAS, the City and ELH then subsequently entered into a development agreement regarding the development of the Property (the “*Original Development Agreement*”).

WHEREAS, the City and ELH thereafter amended the Option and Option Amendment pursuant to a “Second Amendment to Option Agreement” (the “*Second Option Amendment*”).

WHEREAS, ELH thereafter assigned all of its rights and obligations under the Original Development Agreement, Option, Option Amendment, and Second Option Amendment to Developer.

WHEREAS, Developer remains committed to completing the development of the Property and the City is desirous of its development.

WHEREAS, Developer agrees to develop the Project (as defined herein) in accordance with this Agreement, and any applicable regulations of any governmental entity with jurisdictions and/or any other applicable ordinances, specifically including, but not limited to, application for the issuance of building permits by the City in accordance with existing regulatory standards.

THEREFORE, in consideration of the promises and mutual obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals and Prior Agreements. The recitals as set forth above are hereby incorporated into, and made a part of, this Agreement. Additionally, the City and Developer agree that this Agreement supersedes, replaces, and nullifies in their entirety, any and all agreements between the City and Developer regarding the Property including but not limited to the Option, Option Amendment, Second Option Agreement, and Original Development Agreement.

2. Definitions. In this Agreement, the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

- a. **“Agreement”** means this Development Agreement by and between Developer and the City as the same may be from time to time amended.
- b. **“Developer”** means **Menomonie Holdings 1, LLC**, a Wisconsin limited liability company, and its successor/assign.
- c. **“Project”** means the proposed two (2) separate, full precast concrete buildings over the Property, in addition to the already completed 80,000 square foot, full precast concrete building (“Phase 1”), constructed in two separate and distinct phases with common stormwater facilities. The “Phase 2 Building” will be at least 60,000 square feet. The “Phase 3 Building” will be at least 60,000 square feet.
- d. **“City”** means the City of Menomonie, Dunn County, Wisconsin.
- e. **“Site Improvements”** means any improvements on or serving the Property, including site grading, parking lot improvements, exterior lighting, granular fill, landscaping, utility extensions, and storm water improvements.
- f. **“Property”** means the Property identified as Lot 1 of CSM 4687, Lot 3 of CSM 4848, Lot 1 of CSM 5001, Outlot 1 of CSM 5001, Lot 1 of CSM 5002, and Outlot 1 of CSM 5002 as depicted on the map attached hereto as **Exhibit 1**. The Property is currently owned by the City except for Lot 1 of CSM 4687 that was previously conveyed from the City to Developer predecessor as set forth above in the recitals and Lot 1 of CSM 5001 and Outlot 1 of CSM 5001 that are owned by Developer.

3. Property Conveyance and Option to Purchase. The City shall:

- a. Convey Lot 3 of CSM 4848 to Developer for \$15,000.00 per acre and Outlot 1 of CSM 5002 for \$1.00 per acre. The City shall have no right of repurchase as to Lot 1 of CSM 4687, Lot 3 of CSM 4848, Lot 1 of CSM 5001, Outlot 1 of CSM 5001, or Outlot 1 of CSM 5002.

- b. Grant Developer an option to purchase ("Option") Lot 1 of CSM 5002. The City acknowledges and agrees that it is currently in possession of an option consideration fee of \$5,000.00 ("Option Consideration") paid by Developer's predecessor and that said Option Consideration serves as consideration of this Option. If this Option shall be exercised by Developer, then the total purchase price to be paid by Developer to the City shall be calculated at a rate of Fifteen Thousand and 00/100 Dollars (\$15,000.00) per acre (the "Purchase Price"), with the Option Consideration being applied to the Purchase Price. This Option shall be exercised, if at all, by Developer giving notice to the City of Developer's election to exercise on or before June 30, 2028 (the "Exercise Date"). If Developer shall fail to exercise the Option, then Developer shall have no further rights in or to the Option or Option Consideration, and this Option shall thereafter be null and void and of no further force or effect.

4. Conditions Precedent. As a condition precedent to the undertakings required of the parties to this Agreement, neither the City nor Developer shall be obligated to proceed until the occurrence of the following events:

- a. **With regard to Developer:** Developer has, or will have, obtained all building or other permits for a phase of the Project, if any, required by the City or other appropriate governmental licensing/permitting authority.
- b. **With regard to the City:** Final passage by the City's governing body of this Agreement.

5. Phase 1. The parties covenant and represent that, with respect to Phase 1 (Lot 1 of CSM 5001, Outlot 1 of CSM 5001, or Outlot 1 of CSM 5002), Developer and City shall undertake to complete, the following matters:

a. By the City

- i. City represents that the Property is currently zoned to allow the intended use by the Developer.
- ii. Release the remaining \$100,000.00 of the \$250,000.00 in tax increment financing for Site Improvements to Developer. The amount will be due and payable to Developer: (i) within fifteen (15) days after the execution of this Agreement; or (ii) the recording of the Facility Agreement and Drainage Easement attached hereto as Exhibit 2, whichever occurs last.
- iii. Convey Outlot 2 of CSM 5002 to be utilized for the regional stormwater pond to Developer for \$1.00 per acre.

b. By Developer

- i. Combine, at Developer's sole cost and expense, Outlot 1 of CSM 5001 and Outlot 1 of CSM 5002 into a single lot/outlot via a certified survey map.
- ii. Beginning with the valuation year following the issuance of an occupancy permit, the minimum assessed value of the Phase 1 Building is guaranteed to be at least \$3,000,000, with said guarantee being in full force and effect for a total of six (6) tax years. Developer hereby waives any right of notice, protest, or right to contest the final assessed valuation of the Phase 1 Building to an amount less than the agreed upon value as set forth herein during those six (6) years. It is understood between the parties that this assessment is the minimum necessary to enable the City to offer the financial incentives contained in this Agreement for the Site Improvements for the Phase 1 Building. Provided, that after the time period set forth in this paragraph, Developer shall retain all statutory rights of notice and protest to any real estate tax assessment for the Phase 1 Building. The City's portion of any shortfall between the amount shown on the County issued tax statement and the minimum tax which would have been collected had the agreed upon final assessed valuation of the Phase 1 Building have been met as set forth herein shall be paid to the City Treasurer by January 31 of each year by Developer. This minimum tax obligation shall be effective for six (6) tax years beginning with the valuation year following the issuance of an occupancy permit for the Phase 1 Building.
- iii. Developer agrees to provide down-lit/cut-off (horizontal) lights for all new exterior lighting.
- iv. Developer shall comply with all City landscaping and storm water requirements, and all other applicable ordinances.
- v. Developer shall record, the Stormwater Facility Agreement and Drainage Easement, attached hereto as Exhibit 2, fully executed by the City and Developer which shall encumber the entire Property.

6. Phase 2 Building. The parties covenant and represent that, with respect to Phase 2 (Lot 1 of CSM 4687 and Lot 3 of CSM 4848), Developer and City shall undertake to complete, the following matters:

a. By the City

- i. City represents that the Property is currently zoned to allow the intended use by the Developer.
- ii. Provide up to \$200,000.00 in tax increment financing for Site Improvements. The City agrees that it shall reimburse Developer up to said \$200,000.00 for Site Improvement costs. Developer shall, prior to reimbursement, provide the

City with an itemization of the costs incurred in constructing the Site Improvements incurred by Developer. Developer may include previously unreimbursed common storm water improvement costs in this reimbursement request. The amount will be due and payable within thirty (30) days upon issuance of an occupancy permit for Phase 2 Building and submission of the itemization of costs and verification by the City that the Site Improvements are completed.

b. By Developer

- i. Developer shall acquire Lot 1 of 4687 from ELH and then combine, at Developer's sole cost and expense, Lot 1 of 4687 and Lot 3 of CSM 4848 into a single lot via a certified survey map.
- ii. In order for Developer to be eligible for the incentive as set forth in Section 6.a.ii. above, Developer will need to complete construction of the Phase 2-A Building no later than December 31, 2029. The Phase 2 Building will be fully precast concrete and at least 60,000 square feet in size.
- iii. In the event Developer receives the incentive as set forth in Section 6.a.ii. above, beginning with the valuation year following the issuance of an occupancy permit, the minimum assessed value of the Phase 2 Building is guaranteed to be at least \$2,000,000.00 with said guarantee being in full force and effect for a total of six (6) tax years. Developer hereby waives any right of notice, protest, or right to contest the final assessed valuation of the Phase 2 Building to an amount less than the agreed upon value as set forth herein during those six (6) years. It is understood between the parties that this assessment is the minimum necessary to enable the City to offer the financial incentives contained in this Agreement for the Site Improvements for the Phase 2 Building. Provided, that after the time period set forth in this paragraph, Developer shall retain all statutory rights of notice and protest to any real estate tax assessment for the Phase 2 Building. The City's portion of any shortfall between the amount shown on the County issued tax statement and the minimum tax which would have been collected had the agreed upon final assessed valuation of the Phase 2 Building have been met as set forth herein shall be paid to the City Treasurer by January 31 of each year by Developer. This minimum tax obligation shall be effective for six (6) tax years beginning with the valuation year following the issuance of an occupancy permit for the Phase 2 Building.
- iv. Developer agrees to provide down-lit/cut-off (horizontal) lights for all new exterior lighting.
- v. Developer shall comply with all City landscaping and storm water requirements, and all other applicable ordinances.

7. Phase 3 Building. The parties covenant and represent that, should Developer elect to proceed with Phase 3 Building (Lot 1 of CSM 5002), Developer and City undertake to complete, in the time schedule to be specified, the following matters or improvements:

a. By the City

- i. City represents that the Property is currently zoned to allow the intended use by the Developer.
- ii. Provide up to \$200,000.00 in tax increment financing for Site Improvements. The City agrees that it shall reimburse Developer up to said \$200,000.00 for Site Improvement costs. Developer shall, prior to reimbursement, provide the City with an itemization of the costs incurred in constructing the Site Improvements incurred by Developer. Developer may include previously unreimbursed common storm water improvement costs in this reimbursement request. The amount will be due and payable within thirty (30) days upon issuance of an occupancy permit for Phase 3 Building and submission of the itemization of costs and verification by the City that the Site Improvements are completed.

b. By Developer

- i. Subject to the terms and conditions of this Agreement, Developer hereby agrees and commits to complete construction of the Phase 3 Building by no later than December 31, 2029. The Phase 3 Building will be fully precast concrete and at least 60,000 square feet in size.
- ii. Beginning with the valuation year following the issuance of an occupancy permit, the minimum assessed value of the Phase 3 Building is guaranteed to be at least \$2,000,000.00, with said guarantee being in full force and effect for a total of six (6) tax years. Developer hereby waives any right of notice, protest, or right to contest the final assessed valuation of the Phase 3 Building to an amount less than the agreed upon value as set forth herein during those six (6) years. It is understood between the parties that this assessment is the minimum necessary to enable the City to offer the financial incentives contained in this Agreement for the Site Improvements for the Phase 3 Building. Provided, that after the time period set forth in this paragraph, Developer shall retain all statutory rights of notice and protest to any real estate tax assessment for the Phase 3 Building. The City's portion of any shortfall between the amount shown on the County issued tax statement and the minimum tax which would have been collected had the agreed upon final assessed valuation of the Phase 3 Building have been met as set forth herein shall be paid to the City Treasurer by January 31 of each year by Developer. This minimum tax obligation shall be effective for six (6) tax years beginning with the valuation year following the issuance of an occupancy permit for the Phase 3 Building.

- iii. Developer agrees to provide down-lit/cut-off (horizontal) lights for all new exterior lighting at the Project.
- iv. Developer shall comply with all City landscaping and storm water requirements, and all other applicable ordinances.

8. Repurchase. In the event the Phase 3 Building as described in this Agreement is not completed by the timeline provided in Section 7.b.i., above, the City may repurchase Lot 1 of CSM 5002 from Developer at the Purchase Price paid by Developer.

9. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the City and Developer, and their respective successors or assigns.

10. Notice. Any notice permitted or required by the provisions of this Agreement shall be deemed appropriate if sent by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and/or Developer by personal delivery addressed as follows:

If to Developer:	Mark Lewis Menomonie Holdings 1, LLC 5455 Freitag Drive Menomonie WI 54751
------------------	---

If to City:	Catherine Martin, City Clerk City of Menomonie 800 Wilson Avenue Menomonie, WI 54751
-------------	---

11. Force Majeure. Performance by the parties hereunder shall not be deemed an event of default where delays are proximately caused by any strike, lockout, riot, flood, earthquake, fire, casualty, act of God, pandemic, governmental restriction, unusually severe weather, or other act beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for such cause shall be for the period of the enforced delay.

12. Representations, Warranties, and Promised Undertakings Shall Survive Closing. The representations, warranties, and promised undertakings contained in this Development Agreement shall survive closing.

13. Cooperation. The City and Developer agree to mutually cooperate in performance of the terms and conditions of this Agreement and shall take all necessary steps which may be reasonably required to accommodate the obligations herein specified.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Development Agreement to be executed as of the day and year first written above.

CITY OF MENOMONIE, a Wisconsin Municipal Corporation

By: _____
Randy Knaack, Mayor

By: _____
Catherine Martin, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF DUNN)

Personally came before me this _____ day of _____, 2024, the above-named Randy Knaack, Mayor and Catherine Martin, Clerk, of the City of Menomonie, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the authority of the City of Menomonie.

Notary Public, State of Wisconsin
My Commission Expires: _____

Menomonie Holdings 1, LLC, a Wisconsin limited liability company

By: _____
Mark P. Lewis, Authorized Member

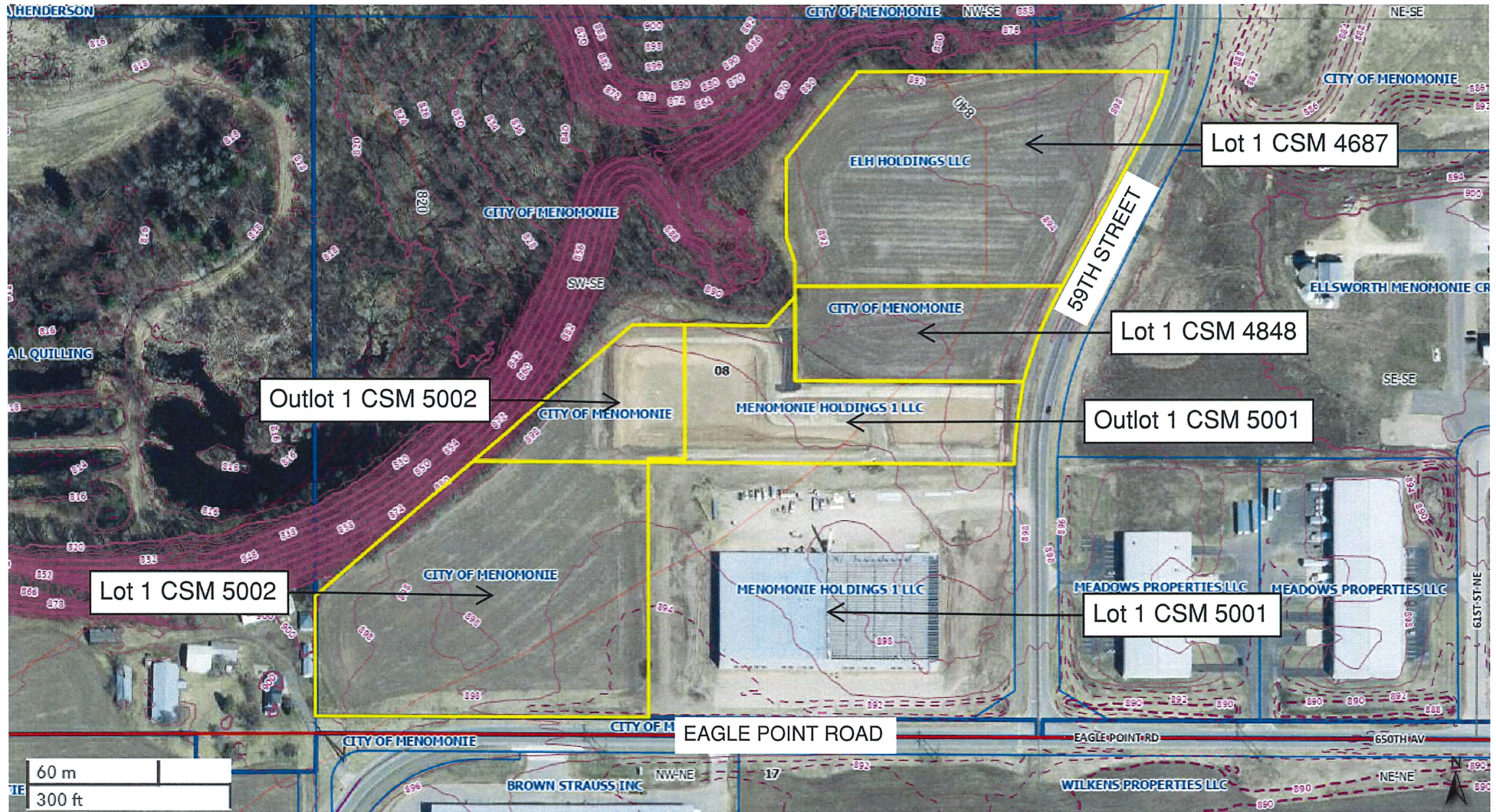
STATE OF WISCONSIN)
) ss.
COUNTY OF DUNN)

Personally came before me this _____ day of _____, 2024, the above-named Mark P. Lewis, to me known to be the person who executed the foregoing instrument as member of Developer, by the authority of said company.

Notary Public, State of Wisconsin

Menomonie Holdings, LLC Development Agreement

Created by: DAS



Date created: 4/10/2024

Last Data Uploaded: 4/10/2024 3:14:46 AM

Developed by

**STORM WATER FACILITY AGREEMENT
AND DRAINAGE EASEMENT**

Document Number

Document Name

This Storm Water Facility Agreement and Drainage Easement ("Agreement") is made between Menomonie Holdings 1, LLC, a Wisconsin limited liability company ("Holdings"), and the City of Menomonie, a Wisconsin municipal corporation (the "City").

1. Burdened Real Estate: Holdings is the owner of real estate located in Dunn County, State of Wisconsin, described as follows:

Outlot 1, Dunn County Certified Survey Map No. 5001 as recorded in Volume 25 of Certified Survey Map on page 131 as Document No. 668728, City of Menomonie, Dunn County, Wisconsin ("Outlot 1");

and

Outlot 2, Dunn County Certified Survey Map No. 5002 as recorded in Volume 25 of Certified Survey Map on page 132 as Document No. 668729 City of Menomonie, Dunn County, Wisconsin ("Outlot 2").

Outlot 1 and Outlot 2 collectively the ("Burdened Property").

2. Benefitted Real Estate: Holdings is the owner of real estate located in Chippewa County, State of Wisconsin, described as follows:

Lot 1, Dunn County Certified Survey Map No. 5001 as recorded in Volume 25 of Certified Survey Map on page 131 as Document No. 668728, City of Menomonie, Dunn County, Wisconsin ("Parcel 1");

and

Lot 1, Dunn County Certified Survey Map No. 4687 as recorded in Volume 23 of Certified Survey Map on page 127 as Document No. 647943 City of Menomonie, Dunn County, Wisconsin; and

and

Lot 3, Dunn County Certified Survey Map No. 4848 as recorded in Volume 24 of Certified Survey Map on page 133 as Document No. 660747 City of Menomonie, Dunn County, Wisconsin (Lot 1 CSM 4687 and Lot 3 CSM 4848 shall collectively be known as "Parcel 2").

The City is the owner of real estate located in Dunn County, State of Wisconsin, described as follows:

Lot 1, Dunn County Certified Survey Map No. 5002 as recorded in Volume 25 of Certified Survey Map on page 132 as Document No. 668729 City of Menomonie, Dunn County, Wisconsin ("Parcel 3").

Parcel 1, Parcel 2, and Parcel 3 are the benefitted properties (collectively the "Benefitted Properties").

Recording Area

Name and Return Address

Nodolf Flory, LLP
Attn: Brian M. Nodolf
PO Box 1165
Eau Claire WI 54702-1165

3. Storm Water Facility Easement Grant: The Burdened Property shall be subject to a non-exclusive, perpetual easement and right-of-way granted in favor of the Benefitted Properties allowing the Benefitted Properties to construct, maintain, repair, and replace a storm water detention/retention pond and related facilities on the Burdened Property (the "Facility Easement").

4. Use Regulations and Limitations on Facility Easement: The following limitations shall apply to the Facility Easement:

a. Holdings shall be responsible to improve, maintain, repair, and replace the storm water detention/retention pond and related facilities on the Facility Easement in good condition, working order, and in compliance with all applicable laws, codes, and regulations.

b. Said improvements, maintenance, repair, and replacement shall be at the Benefitted Properties sole cost and expense. The cost and expense shall be allocated to the three (3) parcel as follows: 36.05% of the cost and expense to Parcel 1; 35.08% of the cost and expense to Parcel 2; and 28.87% of the cost and expense to Parcel 3. Holdings shall bill each of the owners of the three (3) parcels for their respective share of said costs and expenses, with payment due to Holdings within thirty (30) days of billing. Any payments not made within said thirty (30) day timeframe shall bear interest at the annual rate of 18.0%.

c. In the event the City Director of Public Works determines that installing the rock flume that was depicted on the approved site plans, attached hereto as Exhibit A and incorporated herein by this reference, for the storm-water pond, but omitted during construction, is necessary due to substantial, active erosion occurring, Holdings shall be 100% responsible for the cost of such installation. In such event, the City shall provide Holdings with the necessary easement, at no cost to Holdings. This installation requirement shall terminate and be of no further force or effect if the City Director of Public Works does not determine that the installation is necessary within (10) years of the execution of this Agreement.

d. Holdings will conduct such maintenance, repair, or replacement in accordance with best management practices and with all applicable laws, codes, and regulations.

5. Storm Water Drainage Easement Grant: The Burdened Property shall be subject to a non-exclusive, perpetual easement and right-of-way granted in favor of the Benefitted Properties allowing the Benefitted Properties to dispense storm water drainage either directly from the Benefitted Properties onto and through the Burdened Property (the "Drainage Easement").

6. Covenants Run with Land: All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the Benefitted and Burdened Properties, and shall be binding upon, inure to the benefit of, and be enforceable by Holdings, the City, and their respective successors and assigns. The party granting these easements, and any successor or assign as fee simple owner of the Burdened Property, shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Burdened Property.

7. Headings: The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

8. Separability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

9. Entire Agreement: This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

10. Amendment and Modification: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

11. Waiver: No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12. Governing Law/Venue: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). Any legal suit, action, or proceeding arising out of or based upon this Agreement shall be instituted in the State of Wisconsin located in the Circuit Court for Dunn County, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding.

13. Waiver of Jury Trial: EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

14. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. Drafting: No provision of this Agreement will be interpreted in favor of, or against, either party hereto by reason of the extent to which any such party or its counsel participated in the drafting of this Agreement or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement or any other document.

16. Litigation: In the event of litigation between the parties with respect to this Agreement, or the performance of their respective obligations hereunder, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, reasonable attorneys' fees of counsel selected by the prevailing party, expert fees, consultant fees, and costs.

SIGNATURES ON THE FOLLOWING PAGE

Dated this _____ day of May, 2024.

**Menomonie Holdings 1, LLC, a
Wisconsin limited liability
company**

Mark P. Lewis, Authorized Member

STATE OF WISCONSIN)
)ss.
DUNN COUNTY)

The foregoing instrument was acknowledged before me this ____ day of May, 2024, by Mark P. Lewis.

Notary Public, State of Wisconsin
My commission expires: _____

Dated this _____ day of May, 2024.

City of Menomonie, a Wisconsin municipal corporation

Randy Knaack, Mayor

Catherine Martin, City Clerk

STATE OF WISCONSIN)
)ss.
DUNN COUNTY)

The foregoing instrument was acknowledged before me this _____ day of May, 2024, by Randy Knaack and Catherine Martin, in their capacities as Mayor and City Clerk, respectively, of City of Menomonie, Wisconsin.

Notary Public, State of Wisconsin
My commission expires: _____

THIS INSTRUMENT DRAFTED BY:
Brian M. Nodolf
Nodolf Flory, LLP
P.O. Box 1165
Eau Claire, WI 54702-1165

GRADING PLAN - GENERAL NOTES:

1. FIELD SURVEY WAS CONDUCTED ON MARCH 4 & APRIL 19, 2022 BY JT ENGINEERING. ANY CHANGES TO SITE CONDITIONS OR UTILITIES FOLLOWING THIS SURVEY ARE NOT REFLECTED ON THIS PLAN. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING SITE CONDITIONS. ANY DISCREPANCIES BETWEEN WHAT IS SHOWN ON THIS PLAN AND FIELD CONDITIONS SHOULD BE REPORTED TO THE ENGINEER IMMEDIATELY.
2. THE CONTRACTOR SHALL CONTACT DIGGERS HOTLINE TO HAVE SITE UTILITIES MARKED NO LATER THAN 3 DAYS PRIOR TO THE BEGINNING OF EXCAVATION AND CONSTRUCTION. ANY FEES ASSOCIATED WITH UTILITY MARKING IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER, AND SHALL BE REPLACED TO THE SAME KIND AND CONDITION AS THE UTILITY PRIOR TO CONSTRUCTION.
4. FINAL ELEVATIONS OF MANHOLES, RIMS, CLEANOUTS AND VALVES SHALL BE ADJUSTED TO MATCH THE SURROUNDING GROUND.



GREEN BAY | MADISON
MILWAUKEE | CHIPPEWA FALLS
CHIPPEWA FALLS OFFICE
1403 122ND STREET, SUITE C
CHIPPEWA FALLS, WI 54729

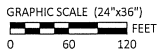
CLIENT:
CEDAR FALLS BUILDING
SYSTEMS, INC.

CLIENT ADDRESS:
5455 FREITAG DRIVE
MENOMONIE, WI 54751

PROJECT:
ELH REGIONAL POND

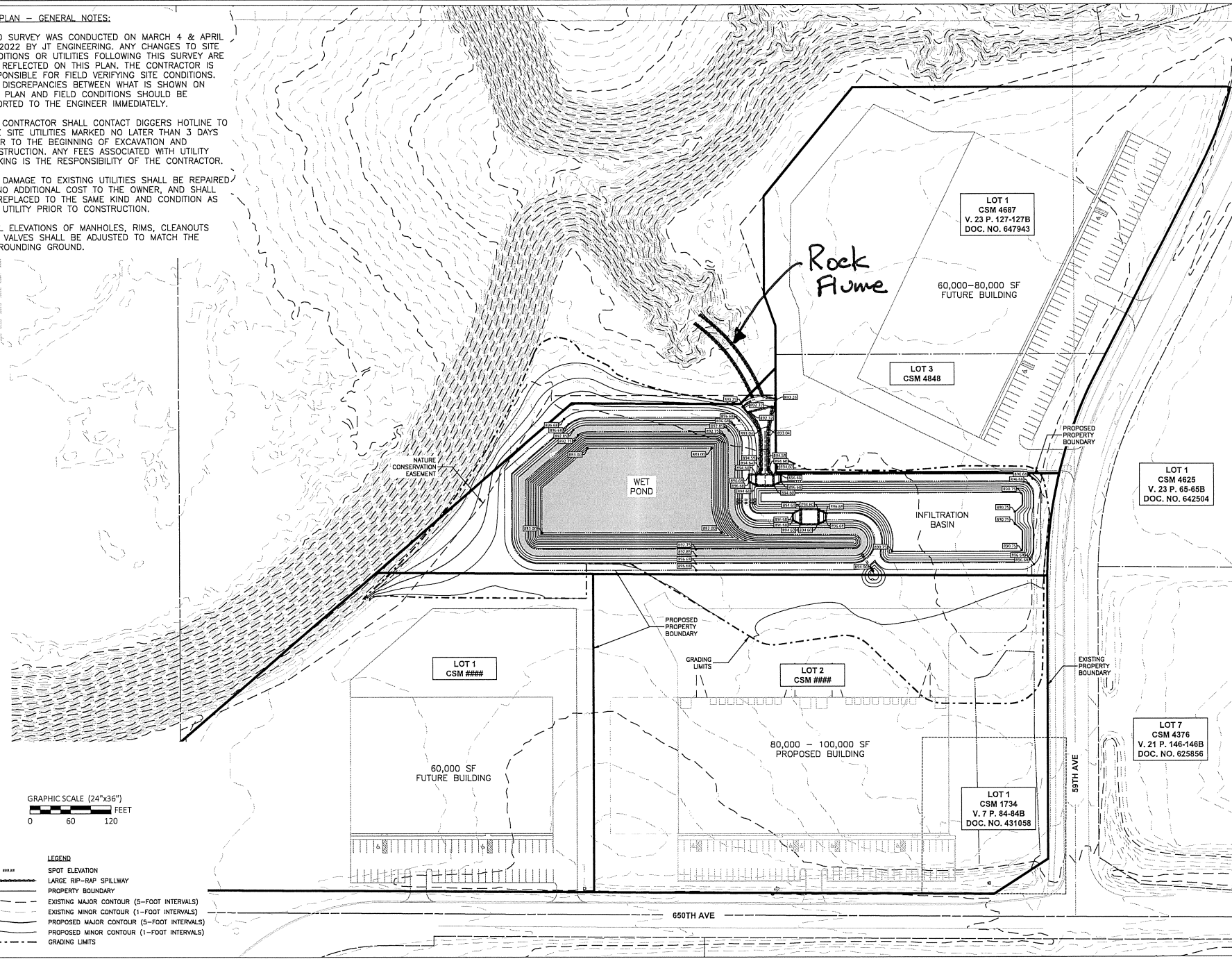
PROJECT ADDRESS:
59th AVENUE
MENOMONIE, WI 54751

SHEET TITLE:
REGIONAL POND
GRADING PLAN



LEGEND

- SPOT ELEVATION
- LARGE RIP-RAP SPILLWAY
- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR (5-FOOT INTERVALS)
- EXISTING MINOR CONTOUR (1-FOOT INTERVALS)
- PROPOSED MAJOR CONTOUR (5-FOOT INTERVALS)
- PROPOSED MINOR CONTOUR (1-FOOT INTERVALS)
- GRADING LIMITS



DRAFT/REVISIONS:

NO.	DATE	DESCRIPTION
1	06/11/2022	BID DOCUMENTS
2	06/07/2022	WRAPP PERMITS
3	07/02/2022	OWNER COMMENTS
4	07/12/2022	CD
5	08/24/2022	CITY COMMENTS
6	10/02/2022	PLAN CHANGE 1

DATE ISSUED: 11/03/2022

DRAWN BY: SMR

REVIEWED BY: DAD

PROJECT NUMBER: 220032

SHEET NUMBER: C300



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 Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Point Comfort Boat Launch Recreational Boating Fund Grant Agreement
DATE: May 6, 2024 City Council Meeting

The City recently improved Lakeside Park Boat Ramp with a WisDNR Recreational Boating Grant.

The City applied for a similar project at Point Comfort Park and was awarded a grant in the amount of \$244,191.50. The City's share would be an estimated \$297,918.50. The project would need to be completed by June 2026.

WisDNR has requested formal acceptance of the grant by May 22, 2024.

If the City Council concurs, the appropriate motion would be ***Approve the WisDNR Recreational Boating Grant Agreement for Point Comfort Park in the amount of \$244,191.50.*** (simple majority).

If approved, City Staff will solicit construction bids and include the City's share in the 2025-2026 Capital Improvement Fund Budget. City Council will review the construction bids prior to the project proceeding.

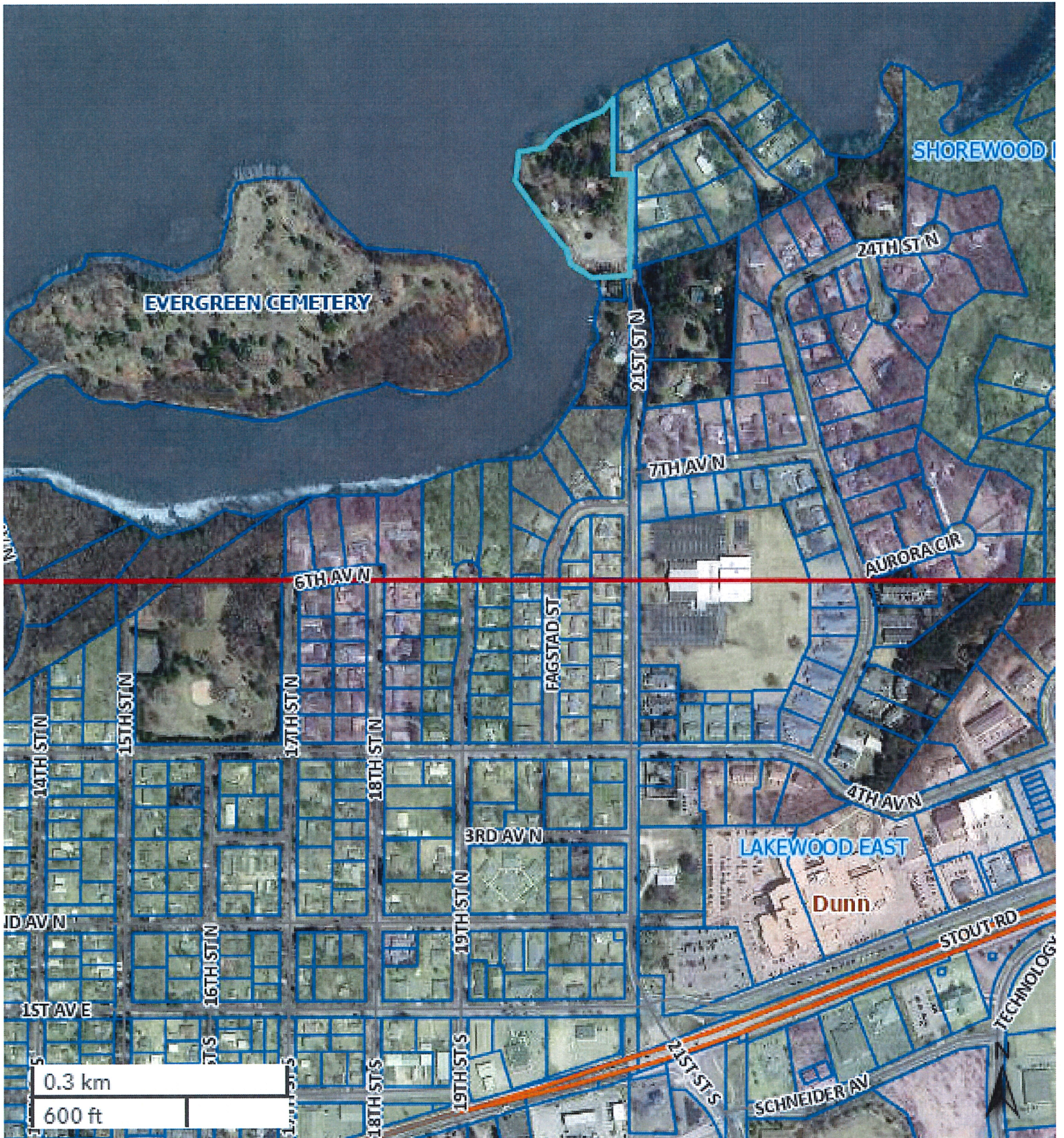
Attachments:

- Location Map
- Plan Sheet
- Grant Agreement

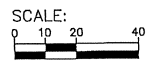
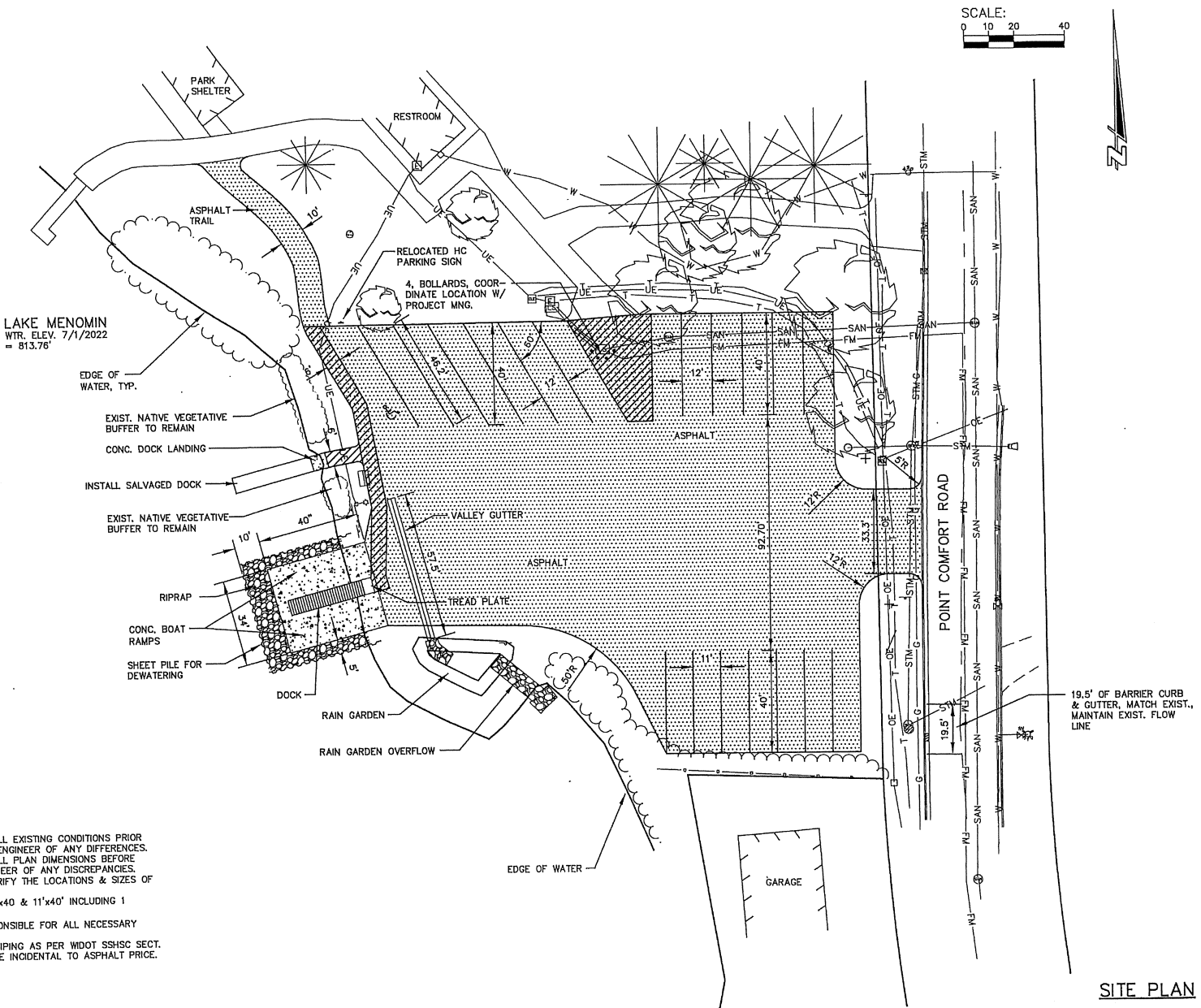
Point Comfort Park

Created by: DAS

WisDNR Recreational Boating Grant



P:\Clients-Memo\Wisconsin\City of Menomonie\144 Point Comfort Boat Ramp Improvements\100_Cad\dwg\00base_0055944.dwg 01/20/24 10:53:58 AM



NOTES:

- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION & NOTIFY THE ENGINEER OF ANY DIFFERENCES.
- THE CONTRACTOR SHALL VERIFY ALL PLAN DIMENSIONS BEFORE INSTALLATION & NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS & SIZES OF ALL EXISTING UTILITIES.
- 20 TOTAL PARKING STALLS AT 12'x40' & 11'x40' INCLUDING 1 ACCESSIBLE STALL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CONSTRUCTION PERMITS.
- 646 & 647, NON EPOXY, SHALL BE INCIDENTAL TO ASPHALT PRICE.

SITE PLAN

JOB NO. M55-944
BOOK NO.
DRAWN BY D B
CHECKED BY KRO
DATE JAN. 2024
REVISIONS
REFERENCE FILE
DRAWING FILE 00base_0055944.dwg

www.cedarcorp.com
800-472-7372

2533 Ridge Commons N.
Menomonie, WI 54751
Phone: 715-235-3278
Fax: 715-235-3277

POINT COMFORT PARK BOAT
LAUNCH REPAIR
POINT COMFORT ROAD
MENOMONIE, WISCONSIN

SHEET NO.
C14



April 22, 2024

► **REQUIRES IMMEDIATE ACTION** ◀
Recreational Boating Facilities
Grant# RBF-1897
Grant Amount: \$244,191.50

Randy Knaack, Mayor
City of Menomonie
800 Wilson St
Menomonie, WI 54751

Dear Mr. Knaack:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: **Point Comfort Boat Ramp & Parking Lot Reconstruction**

Please review the agreement and return a copy signed by the authorized official **within 30 days of this letter's date** to Gina Keenan at the West Central Region, 1300 W Clairemont Ave, Eau Claire, WI 54701. Your grant is not official until you have returned the signed copy. Please read the items checked below. They apply to your project and grant award.

Grant Award Time Period: April 9, 2024 through June 30, 2026. All project activities must occur within this time period to be eligible costs for reimbursement.

Advance or Reimbursement Check: Your advance or reimbursement check will be mailed to City of Menomonie, Randy Knaack, 800 Wilson St, Menomonie, WI 54751. Please notify us if this is not the correct person to receive checks.

Changes to the approved project scope, Project time period, and/or project financial assistance (budget) may not be made without prior approval from the Department.

You are entitled to a project advance of: \$122,095.75

This advance payment is made available to you to cover costs you may incur in the initial stages of your project. The advance payment is equal to 50% of the state cost sharing assistance. *If you wish to request the advance payment, please check the box provided on the last page of the project agreement.*

Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding.

Please note: To simplify record keeping on chargebacks for equipment referenced in county machinery agreements, we will use rates established by the Department of Transportation (DOT). The correct version of the DOT rates will be indicated on your grant web page located at <http://dnr.wi.gov/Aid/Grants.html>.

Reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/Grants.html> and then selecting the Recreational Boating Facilities webpage. Please submit reimbursement claim forms for your project to Gina. Feel free to contact Gina at 715-492-1626, if you have any questions about your grant award or the reimbursement procedures. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

FOR

Jim Ritchie, Director
Bureau of Community Financial Assistance

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Project Sponsor		Project Number
City of Menomonie		RBF-1897
Project Title		
Point Comfort Boat Ramp & Parking Lot Reconstruction		
Period Covered by This Agreement		Name of Program
April 9, 2024 Through June 30, 2026		Recreational Boating Facilities
Project Scope and Description of Project		
<p>The City of Menomonie will utilize Recreational Boating Facilities funding for removal of the existing boat ramps, boarding dock and parking lot and reconstruct all of these features to ADA standards and also install storm water features to prevent water runoff going into the lake from the parking lot.</p> <p>Obligations of this grant agreement are binding for 20 years from the grant period start date listed above.</p>		
PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are hereby incorporated into and made part of this agreement:
Total Project Cost	\$542,110.00	<ol style="list-style-type: none"> 1. <i>Chapter NR 7, Wisconsin Administrative Code</i> 2. <i>Application Dated 01/31/2024</i>
Cost-Share Percentage	Up to 45%	
State Aid Amount	\$244,191.50	
Project Sponsor Share	\$297,918.50	

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Recreational Boating Facilities and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments and scope changes, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Sponsor's failure to comply with the terms of this agreement may, at the Department's discretion, result in the suspension of all obligations of the State. The Department shall provide written notice of the suspension to the Sponsor, which shall be effective immediately unless otherwise noted. If suspended, the Department may still provide assistance to Sponsor under this agreement to settle at minimum cost any irrevocable obligations properly incurred.

The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Agreement, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 7, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project scope as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats, sexual orientation 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. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
9. Agrees to conform to generally accepted accounting principles and practices for project funds and to record project funds in a separate account. All financial records, including invoices and canceled checks, that support all project costs claimed by the Sponsor, shall be kept and made available for inspection for three (3) years after final payment is issued by the DEPARTMENT.
10. Agrees to submit reimbursement request within two (2) months from the project end date. Reimbursement requests must be accompanied by proofs of purchase and proofs of payment for costs being claimed.

The Department:

11. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$244,191.50, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 45 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
12. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not

an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. The sponsor agrees that if any fees are to be imposed for use of the public access, such fees shall not exceed the fee charged for daily entrance to state parks and forest areas, unless a higher fee is approved by the Department under NR 1.91(11), Wis. Adm. Code.
2. Projects involving development or modification of facilities must comply with 2010 Americans with Disabilities Act requirements to the greatest extent practicable. DNR guidance is available at <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/grants/CF0031.pdf>. The boarding dock must be a minimum of 5 feet wide.
3. The Sponsor may be eligible to have a single audit performed in accordance with the State Single Audit Guidelines issued by the Wisconsin Department of Administration (DOA).
4. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at https://dnr.wi.gov/topic/stormwater/standards/const_standards.html. Additional erosion control guidance can be found in the Wisconsin Construction Site Erosion Control Field Guide via the internet at <https://dnr.wi.gov/topic/stormWater/documents/WIconstECfieldGuide.pdf>. BMPs shall be properly installed and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization.
5. Projects proposing more than 10,000 sq ft of land disturbance and the disturbed area is located within 75-300ft of a navigable waterway, then a state waterway permit (Chapter 30 permit) for grading may be required. There are a series of questions/answers on the DNR's grading website (<https://dnr.wisconsin.gov/topic/Waterways/dredging>) that can help you determine if the grading activity is regulated and which permit type is required. Please review the website and General Permit (GP) application checklist (which lists the requirements for projects to be eligible for GP process) to see if the project requires a GP or an Individual Permit (IP) application process. The GP application checklist is available at <http://dnr.wi.gov/topic/Waterways/documents/PermitDocs/GPs/GP-Grading.pdf>.
6. Construction sites associated with land disturbing activities less than one acre should have an erosion and sediment control plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
7. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.

Check here if you request advance payment totaling \$122,095.75

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By _____

 (Signature)

 (Title)

 (Date)

By  _____
 FOR

 Jim Ritchie, Director
 Bureau of Community Financial Assistance

April 22, 2024

 (Date)



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 Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: CAT Fabick City Hall Generator Proposal
DATE: May 6, 2024 City Council Meeting

During the generator inspections, CAT Fabick found that the radiator on the City Hall generator is rotten and is leaking coolant and recommended replacing it prior to completing the inspection and stress test. This confirms observations from City Staff that the generator required additional coolant regularly and found coolant pooled on top of the fuel tank.

CAT Fabick has submitted the attached proposal for \$8,518.68.

City Staff have reviewed this proposal and recommend acceptance. This cost was not included in the City's 2024 Budget so would need to be taken from Contingency.

If the City Council concurs, the appropriate motion would be ***Accept CAT Fabick Proposal for City Hall Generator Repair in the amount of \$8,518.68 to be funded from Contingency*** (roll call vote).

Attachments:

- CAT Fabick Proposal dated April 16, 2024



CITY OF MENOMONIE

STREET DEPT 800 WILSON AVE
 MENOMONIE WI 54751-2734

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
1261032	215923	4/16/2024	DAVID SCOFIELD
PHONE NO.	FAX NO.	EMAIL	
715-619-6246		dschofield@menomonie-wi.gov	
MODEL	MAKE	SERIAL NO.	
4886960100	GN	2081482	
UNIT NO.	HOURS	WO NO.	P.O. NO.
CITY HALL			
Note			

SEGMENT: 01 REPLACE WITH NEW RADIATOR
 NOTES:
 UPON ARRIVAL FOR ANNUAL INSPECTION, TECH NOTED RADIATOR UPPER TANK IS ROTTEN AND LEAKING COOLANT. THIS SEGMENT ENTAILS REPLACEMENT OF LEAKING RADIATOR, UPPER AND LOWER HOSES AND CLAMPS. ALL PARTS INCLUDED, AS WELL AS LABOR FROM TODAY (4/16/24) FOR TROUBLESHOOTING. LEAD TIME ON RADIATOR IS 10-14 DAYS.

TRAVEL CHARGE TO NOT EXCEED \$195.00 PER AGREEMENT WITH CUSTOMER

	Segment 01 Total:	8,512.58
		Total Segments:
		8,512.58
MISC CHARGE - SF3		6.10
SUB TOTAL (BEFORE TAXES)		8,518.68

PO#: _____ Authorized Name: _____ (signature)
 Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Alec Zoern Phone: (715)-200-1354 Email: alec.zoern@fabickcat.com Fax:

-This estimate will expire 30 days from the estimate date.
-Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
-Terms: Net 30
-Sales Taxes where applicable are not included with the above prices.

Terms and Conditions

BY SIGNATURE ABOVE, I certify that I am the owner or owner's agent, and authorize Fabick, its employees, subcontractors or consultants to perform the inspection, maintenance or repairs described above to include the provision and use of necessary materials required to accomplish the described work scope. I further authorize Fabick to operate the equipment, or any part therein described for the purpose of testing and/or inspection. I understand that payment for all work performed is due in full upon completion.

Upon acceptance, this quote becomes a legal agreement between you (either an individual or the entity you are authorized to represent) and Fabick. Further, signing certifies the information provided is true and correct, and that the signer is authorized to charge this purchase as noted. Fabick reserves the right to reject a partial or modified quote. You may cancel an accepted quote until the work is started. Once started, work may be stopped at anytime. Partially completed work will be billed based on Time and Materials at Fabick's prevailing rate. Additional handling and storage fees may apply to work partially completed or work temporarily put on hold.

EQUIPMENT HAVING INSTALLED FIRE SUPPRESSANT SYSTEMS: During course of repair work it may become necessary to deactivate or disturb mechanical and/or electrical components of the fire suppression system. Reactivation of the fire suppressant system is the responsibility of the customer and should be undertaken before machine operations. Fabick CAT accepts no responsibility for the reactivation, testing or operation of the fire suppressant system.

STANDARD WARRANTY: Parts for this repair are warranted as indicated by the manufacturer from the date of invoice. In addition, Fabick CAT's standard labor warranty of 90 days will apply. Full warranty statements, including limitations and exclusions, are available from any Fabick facility. Ask your service representative about additional or enhanced warranty availability.

THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE. REMEDIES FOR THESE WARRANTIES ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. IN NO EVENT WILL EITHER CATRPIILLAR OR FABICK BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CORE CHARGES: Core charges will be returned to customer upon acceptance of the core by Caterpillar.

OVERTIME: Overtime can be added at customers request charged at Fabick's prevailing overtime rate.

PARTS POLICY: This quote does not include any un-salvageable parts. Parts will be set aside for customer approval before replacement.

TURNAROUND TIME: Fabick will not be responsible for circumstances outside of its control. If delays are experienced, the customer will be contacted. In no event will Fabick or subsidiaries be liable for any direct or indirect damages (including, without limitation, lost profits, lost savings or other incidental or consequential damages) arising out of the use or inability to use the machine, even if Fabick or subsidiaries has been advised of the possibility of such loss.



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 Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Bartingale City Hall HVAC Proposal
DATE: May 6, 2024 City Council Meeting

During the HVAC control upgrades funded by the EIGP Grant, Bartingale was able to inspect all of the valves in the City Hall's HVAC system. Many of these valves are original to the building, circa 1959. Twenty-eight (28) valves were rated "Needs Replacing". An additional twelve (12) valves were rated "Recommended for Replacement".

Bartingale has submitted the attached proposal:

- Base Bid - Replace all "Needs Replacing" valves - \$23,870
- Alternate #1 – Replace all "Recommended for Replacement" valves - \$11,870
- Alternate #2 – Comply with Buy American Provisions for Base Bid - \$9,716
- Alternate #3 – Comply with Buy American Provisions for Alternate #1 - \$4,164

City Staff have reviewed this proposal and recommend accepting Bartingale's proposal for the Base Bid + Alternate #1 at a total cost of \$35,740. This cost was not included in the grant nor in the City's 2024 Budget so would need to be taken from Contingency.

If the City Council concurs, the appropriate motion would be **Accept Bartingale Proposal for City Hall HVAC Base Bid and Alternate #1 in the amount of \$35,740 to be funded from Contingency** (roll call vote).

Attachments:

- Bartingale Proposal dated April 26, 2024



(715) 835-3169

3213 Louis Ave, Suite G • PO Box 1027 • Eau Claire, WI 54702-1027

Fax (715) 835-0538

Proposal

To: City of Menomonie

Re: Proposal Menomonie City Hall Control Valve Replacements Rev1

800 Wilson Avenue
Menomonie, WI 54751

Attn: David Schofield, Director of Public Works

Date: April 26, 2024

We are providing pricing for replacement of standard (Non-Buy American) control valves for FCU's (Fan Coil Unit), HW (Hot Water) Coils, Wall Fin, Convectors, and RCP's (Radiant Ceiling Panels). Additional pricing for controls valves that are "recommended for replacement" (See Alternate #1) and Buy American control valve replacement (See Alternate #2 & #3). The pricing provided is to demo out existing 2-way and 3-way control valves and install replacement control valves. Note (FCU's) because of space constraints we will be moving the replacement control valve outside of the FCU housing for ease of service. The control valves were originally installed at the manufacture prior to the FCU's being installed in the facility we may be unable to replace a comparable control valve in its exact same location due to space constraints, valve dimensions of replacement valve, etc. thus the reason for moving them external to the unit. The rest of the control valves stated for other terminal units (HW Coils, etc.) will be replaced in the same location as currently installed.

Clarifications

1. Includes labor and material for replacement of quantity (28) 3-way and 2-way control valves as specified on our valve schedule for "Needs Replacing".
2. Includes labor for controls checkout and calibration after installation of control valve to ensure proper controllability and valve timing.

Exclusions

1. We assume existing isolation valves on the supply and return piping serving each piece of equipment are in working order. If isolation valves fail to close and we are unable to replace the control valves additional cost will apply. Additional costs will include draining & refilling the hot water/ chilled water system to allow for replacement of the control valve. Additional time required will be charged per hour at our preferred customer service rate (\$135 per hour January 1, 2024 – December 31, 2024). Additional material will be charged accordingly.
2. Material proposed in the base bid does not meet the Buy American requirements of the grant. If Buy American requirements need to be met for the replacement, see alternates #2 for additional cost to be added to Base Bid.
3. Any Bonding, Taxes, Permitting.
4. This work is assumed to not be part of the grant nor the current contract we have with the City of Menomonie. Time frames for completion of work will be dependent on lead times of control valves.


Wisconsin HVAC Contractor Registration No.: 255636

BASE BID (Valves Needing Replacement)

We Propose Hereby To Furnish Material And Labor – Complete In Accordance With These Specification, For the Sum of: Twenty Three Thousand Eight Hundred Seventy Dollars----- **\$23,870.00**

(Pricing Valid For 30 Days)

All Material Is Guaranteed To Be As Specified. All Work To Be Completed In A Workmanlike Manner According To Standard Practices. Any Alterations Or Deviation From Above Specifications Involving Extra Cost Will Be Executed Only Upon Written Orders, And Will Become An Extra Charge Over And Above The Estimate. All Agreements Contingent Upon Strikes, Accidents Or Delays Beyond Our Control. Owner To Carry Fire, Tornado, And Other Necessary Insurance. Our Workers Are Fully Covered By Workmen's Compensation Insurance.

Authorized Signature 
Chad Bowe

Acceptance Of Proposal – The Prices, Specification And Conditions Are Satisfactory And Are Hereby Accepted. You Are Authorized To Do The Work As Specified. Payment Will Be Made As Outlined Above.

Date _____ Signature _____



[] Alternate #1 – (ADD) To BASE BID ----- \$11,870.00

Alternate #1 includes providing and installing (12) 2-way and 3-way controls valves as stated in our valve schedule as "Recommended for Replacement". Pricing also includes additional check out and calibration as required to ensure control valves function properly. If Buy American Requirements are needed, please add Alternate #3 pricing to the BASE BID.

[] Alternate #2 – (ADD) To BASE BID ----- \$9,716.00

Alternate #2 includes increased cost of labor/ material to meet Buy American requirements of the project grant. Pricing includes ensuring (28) valves as stated in the BASE BID meet the Buy American requirements.

[] Alternate #3 – (ADD) To BASE BID ----- \$4,164.00

Alternate #3 includes increased cost of labor/ material to meet Buy American requirements of the project grant. Pricing includes ensuring (12) valves as stated in the Alternate #1 pricing meet the Buy American requirements.



City of Menomonie
Eric M. Atkinson

City Administrator
800 Wilson Avenue
Menomonie, WI 54751
715232-2221
atkinsone@menomonie-wi.gov

TO: Mayor Knaack & City Council
FROM: Administrator Atkinson
SUBJECT: City Finance Policies
DATE: May 1, 2024
ATT: Policies – Internal Controls, Investments, & Procurement

City Administration presents the following crucial financial policies to the City Council for their thoughtful consideration and potential approval:

- **Internal Controls:** Sets the standards to prevent any one employee from controlling a transaction from beginning to end and minimizing the opportunity for fraud.
- **Investments:** This policy instructs the City Administration to diversify its portfolio to promote safe investment of funds.
- **Procurement:** This policy establishes the boundaries for how City employees acquire goods and services.

The policies' purpose is to establish a robust framework for procedures that ensure the City of Menomonie's compliance with federal and state grant applications and audits. It is crucial that the City Administration and Finance Department have accessible policies and procedures in place, empowering City employees to fulfill their fiduciary responsibilities and eliminate the potential for fraud.

City Attorney Ludeman reviewed the policies to ensure their legality. City staff also had the opportunity to review the policies and provide feedback.

If the Council supports the policies, the appropriate action is a *Motion to Approve the Policies as Presented*.

Procurement

200.1 OBJECTIVE

Discretionary **MODIFIED**

The City of Menomonie adopted this procurement policy to provide City employees with a framework for purchasing supplies, equipment, services, and property. The controls are intended to provide reasonable assurance that the lowest cost, highest quality good or service is obtained while balancing the need for flexibility and efficiency in departmental operations.

200.2 COVERAGE

Agency Content

This policy applies to purchases made by all City of Menomonie departments. The provisions of Wisconsin Statutes §62.15 and §66.0901 apply to the procurement of public construction and take precedence over any portion of this policy that may conflict with that statute. More restrictive procurement procedures required by grants, aids, laws, or other external requirements or funding sources will take precedence.

200.3 PROCUREMENT GOALS

Agency Content

1. To encourage open and accessible competition to the greatest extent possible.
2. To receive maximum value and benefits for each public dollar spent.
3. Ensure that all purchases comply with federal, state, and local laws.
4. To prevent potential waste, fraud, abuse, and conflicts of interest in the procurement process.
5. To ensure proper approvals are secured before the purchase and disbursement of public funds.

200.4 ETHICAL STANDARDS

Agency Content

1. All procurements shall comply with applicable federal, state, and local laws, regulations, policies, and procures.
2. In general, employees are not to engage in any procurement-related activities that would actually or potentially create a conflict of interest or that might reasonably be expected to contribute to the appearance of such a conflict.
3. No employee shall participate in a contract's selection, award, or administration if a conflict of interest is involved. Such a conflict would arise when the employee, any member of his immediate family, business partner, or any organization that employs or is about to employ any of the above has a financial interest or other interest in the firm selected for award.

City of Menomonie

Policy Manual

Procurement

4. To promote free and open competition, technical specifications shall be prepared to meet the minimum legitimate need of the City and, to the greatest extent possible, will not exclude or discriminate against any qualified contractors.
5. No employee shall solicit or accept favors, gratuities, or gifts of monetary value from actual or potential contractors or subcontractors.
6. Employees must maintain strict confidentiality in the procurement process and shall not impart privileged information to any contractors that would give them an advantage over other potential contractors.
7. The City prohibits personal purchases for employees and prohibits employees from using the City's name or the employee's position to obtain special consideration in personal purchases. Employee purchase programs may be established with vendors with prior approval from the City Administrator.

200.5 GENERAL GUIDELINES

Agency Content

All departments shall adhere to these general guidelines as closely as possible in procuring goods and services.

1. Procurements are classified into the following two major categories.
 - (a) Purchasing Goods is defined as equipment, furnishings, supplies, materials, vehicles, or other rolling stock. The rental and leasing of these items also fall within this category, and the cost shall be determined by considering the maximum total expenditure over the term of the agreement.
 - (b) The purchase of Services is classified into the additional categories of professional services, contractor services, construction services, and combined goods and services contracts.
2. Buy Local — The City desires to purchase locally when possible. This can be accomplished by ensuring that local vendors with available goods or services are included in the competitive solicitation process that will precede major purchases. The city also desires to purchase from disadvantaged enterprise businesses whenever possible, as defined by Wisconsin Statute §84.072(1).
3. Cooperative Procurement Programs — Departments are encouraged to use cooperative purchasing programs sponsored by the State of Wisconsin or other jurisdictions. Purchases of goods and services secured through these programs are considered to have met the competitive procurement requirements outlined in this policy. Additionally, no additional quotes are required if identical products can be obtained at a lower price than current cooperative purchasing contracts.
4. Purchasing Oversight — Department heads are responsible for procurement issues in their individual departments. A Department Head is defined as the City employee responsible for the department for which money was appropriated in the City budget for purchases.
5. Emergencies — When an emergency situation does not permit the use of the competitive process outlined in the policy, the applicable Department Head and

City of Menomonie

Policy Manual

Procurement

City Administrator may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained and filed with the Treasurer. All emergency purchases exceeding \$50,000 shall require the Department Head to provide written notice to the City Council.

6. **Identical Quotes or Bids** — If two or more qualified bids/quotes are for the same total amount or unit price, and the quality of service is considered equal, the contract shall be awarded to the local bidder. Where this is impractical, the contract will be awarded by drawing lots in public.
7. **Serial Contracting** — No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing multiple purchase orders to the same vendor for the same good or service in any 90-day period to avoid the requirements of the procurement policy.
8. **Purchase Orders** — Shall be issued for all purchases of goods and services in excess of \$10,000.
9. **Protest Procedures** — Any interested party who wishes to protest at any point in the procurement process, evaluation, award, or post-award, may do so. An "interested party" must, however, be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract. Protests must be submitted in writing to the City Clerk no later than five (5) working days following the City's procurement decision. The protest must contain a detailed statement of the grounds for the protest and any supporting documentation. Upon the receipt of the written protest, the City Clerk will notify the City Administrator and Treasurer who will work to resolve the matter within five (5) working days. If the protester is not satisfied and indicates the intention to appeal the next step the award will be temporarily suspended unless it is determined that: 1) the item to be procured is urgently required; 2) delivery or performance will be unduly delayed by failure to make the award promptly; 3) Failure to make the prompt award will otherwise cause harm to the City; or 4) the protest has no merit. If the protester wishes to appeal the decision of the City Administrator and Treasurer the matter will be forwarded to the City Council for the ultimate local disposition.

200.6 PURCHASE OF GOODS

Agency Content

1. Purchase of Goods under \$10,000 may be made based on the best judgment of the Department Head.
2. Purchase of Goods over \$10,000 but under \$50,000 requires approval from the City Administrator before placing and issuing a purchase order. The purchase cost must have been included within the approved department budget.
3. Purchase of Goods \$50,000 - \$100,000 requires approval from the City Administrator prior to placing the order and issuing a purchase order. The purchase cost must have been included within the approved department budget. The department must document efforts to obtain three (3) written quotations. A summary of the quotes and copies of the written quotes must be submitted to the Finance Department with

City of Menomonie

Policy Manual

Procurement

the purchase requisition. Purchase orders will not be processed without the proper documentation.

4. A formal bid process is required to purchase goods in excess of \$100,000.
 - (a) Requests for such bids shall be formally noticed. All notices and solicitations of bids shall state the time and place of the bid opening.
 - (b) All bids shall be submitted sealed to the City Official designated in the bid packet, and the bid name and date shall be identified on the envelope.
 - (c) All sealed bids shall be opened and recorded by the City Clerk. The Department Head is responsible for preparing all plans, bid specifications, notices, and advertising. Prequalification of bidders may be done at the discretion of the Department Head. A tabulation of bids received shall be available for public inspection. The City Administrator shall have the authority to award the contract when the purchase costs have been included within the approved City budget. Purchases that do not meet this criteria and are not otherwise authorized by law, rule, or regulation shall be authorized separately by the Common Council. All bid documentation shall be placed on file with the City Clerk.
 - (d) Generally, the contract shall be awarded to the lowest priced responsible bid, considering the following factors: the qualities of the goods supplied, conformity with specifications, product compatibility, maintenance costs, vendor support, and delivery terms. Written documentation or explanation shall be required if the contract is awarded to other than the lowest responsible bidder. This documentation will include a justification as to why it was in the City's best interest to award the contract to other than the lowest responsible bidder.
5. Commodities \$100,000 or More - commodities subject to volatile pricing, such as fuel, shall seek competitive purchase via written quotes. These purchases require City Administrator approval before placing the order and issuing a purchase order. The purchase cost must have been included within the approved department budget. The department must document efforts to obtain three (3) written quotations. Quote summary, written quotes, and any other available documentation must be submitted to the Finance Department with the purchase order request.
6. The Department Head or his/her designee shall administer the purchase.

200.7 PURCHASE OF SERVICES

Agency Content

Whenever practical the purchase of services should be conducted based on a competitive process:

- Contractor services are defined as the furnishing of labor, time, or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance. Examples of contractor services include: refuse and recycling collection, snow removal, EMS billing services, janitorial, elevator maintenance, mailing, or delivery services. Contractor services shall follow the competitive procurement policy for the Purchase of Goods

City of Menomonie

Policy Manual

Procurement

subject to the same spending guidelines. The cost shall be determined by considering the maximum total expenditure over the contract term.

- Construction services are defined as substantial repair, remodeling, enhancement construction, or other changes to any City-owned land, building, or infrastructure. Procedures found within State of Wisconsin Statute §62.15 shall take precedence. In the absence of guidance in these areas, construction services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines.
- Combined Goods and Services in situations where the purchase combines goods and services (exclusive of construction and contractor services), such as many technology projects, the purchase shall be treated as the purchase of professional services.
- Professional services are defined as consulting and expert services provided by a company, organization, or individual. Examples of professional services include attorneys, certified public accountants, appraisers, financial and economic advisors, engineers, architects, planning, and design. Professional services are generally measured by the provider's competence and expertise rather than cost alone.
 - Request for Proposal (RFP) Required
 - If it is estimated that the service being solicited costs over \$100,000, a formal Request for Proposal shall be used to solicit vendor responses. The Department Head or their designee shall prepare all Requests for Proposal specifications, notices, and advertising. Prequalification of proposers may be done at the discretion of the Department Head.
 - The purpose of an RFP is to solicit proposals with specific information on the proposer and the service offered, allowing the City to select the best proposal. The best proposal is not necessarily the proposal with the lowest cost.
 - A selection committee may be advisable based on the services or project and the magnitude of the outcome.
 - Requests for proposals shall be formally noticed. All notices and solicitations of proposals shall state the time and place of the proposal opening.
 - Information to be requested of the proposer should include: Years of experience in the area desired services, financial strength of the company, examples of similar services/projects completed, resumes of staff associated with the project/service, list of references, insurance information. In addition, the proposal should provide information about the City, the scope of services requested, and desired outcomes or deliverables. The proposal should also identify evaluation factors and relative importance.
 - Establish selection criteria and include this information with the RFP. It is generally advisable to establish a numeric ranking matrix. This reduces the subjective nature of the rating process.

City of Menomonie

Policy Manual

Procurement

- Proposals should be solicited from an adequate number of qualified sources. Requests for proposals should be formally noticed. All notices and solicitations should provide the issue date, response due date, date and time of opening responses, and contact person.
- The city clerk shall open and record proposals. A tabulation of received proposals shall be available for public inspection. All proposal documentation shall be placed on file with the City Clerk. The Department Head and selection committee (if applicable) will then review the proposals and make a selection.
- Attorney Professional Services
 - The City Attorney shall be appointed on or after the third Tuesday in April in the year of the mayor's election, per City of Menomonie Ordinance 1-7-1(d).
 - The RFP process should be followed if the Mayor seeks a new City Attorney(s).
- Service contracts or agreements should be reviewed by the City Attorney and placed on file with the City Clerk.

200.8 SOLE SOURCE

Agency Content

Sole source procurement is a purchase of goods or services from the only known capable supplier or when the unique nature of the purchase requirement is only available from a single supplier. Nevertheless, a purchase order is required in advance for all purchases, including items from a sole source supplier.

Sole source procurement is not appropriate in most circumstances. Competitive bids, quotes, and proposals are generally preferred. However, there are times when sole source procurement may be necessary and justified.

For example:

- Where the compatibility of equipment, brand name, accessories, replacement parts, or service is the paramount consideration.
- Where a sole source supplier's item is needed for trial use or testing.
- Procurement of items for resale.
- Specialty items that are needed.
- Other suppliers are not available.

When requesting a purchase to be restricted to a single supplier, a "Sole Source Letter" explaining why no other supplier will be suitable or acceptable to meet a particular need shall be provided.

City of Menomonie

Policy Manual

Procurement

200.9 BUDGET

Agency Content

All purchases shall be made in accordance with the budget approved by the City Council. The Department Head is responsible for managing departmental spending to ensure the line item budget is not overspent and for initiating a Budget Transfer when appropriate.

200.10 CONTRACT AUTHORIZATION

Agency Content

The Mayor and City Administrator are authorized to enter into contracts on behalf of the City of Menomonie if the contracts meet the following criteria:

1. Purchase of Goods — The City may purchase equipment, furnishings, goods, supplies, and materials when the costs have been included in the approved City Budget.
2. Purchase of Services — The City may contract for the purchase of services without Council approval when ALL of the following conditions have been met:
 - (a) The funds for services are included in the approved City Budget.
 - (b) The procurement of services complies with the procurement policy.
 - (c) The City Attorney reviewed the contract.
 - (d) The contract complies with laws, resolutions, and ordinances.
 - (e) The contract is for one year or less or for a period of not more than three (3) years, and the annual average cost of the services does not exceed \$25,000.
3. The following contracts require council approval:
 - (a) Collective Bargaining Agreements — Any contract between the City of Menomonie and any collective bargaining unit representing City employees.
 - (b) Real Estate Purchases — Contracts for the sale or purchase of real estate where the City of Menomonie is the proposed seller or purchaser. Council approval is not required for the commencement of foreclosure action to collect a loan or other debt owed to the City when the debtor has failed to cure any default in payment of the loan or other obligation.
 - (c) Leases — Contracts for lease of real estate where the City is either a proposed landlord or a proposed tenant exclusive of airport facilities, library, public safety facilities, short-term park facilities, and parking stall rentals.
 - (d) Easements and Land Use Restrictions — Contracts for easements, restrictive covenants, or other limitations on using any City-owned property.
 - (e) Intergovernmental Contracts — Contracts between the city of Menomonie and other local, state, or federal governments or agencies except cooperative purchasing agreements.
 - (f) Development Agreements — Contracts for the City's provision of infrastructure, financial assistance, or other incentives for the benefit of a developer or business venture.

City of Menomonie

Policy Manual

Procurement

- (g) City Services — Contracts whereby the City of Menomonie agrees to provide services to another party.
- (h) Managed competition, outsourcing contracts — Contracts for labor or personal services to be performed by persons who are not city employees for work that has been performed by city employees within the past five (5) years, and the contract will result in the elimination of positions and the layoff of personnel.

Contracts shall be signed by the Mayor and counter-signed by the City Administrator. The City Treasurer and City Administrator shall certify that funds have been provided by the Council to pay the liability that may be incurred under the contract. The City Attorney shall review the contract as to form and the City Administrator shall attest to the Mayor's signature. Contract change orders may be signed by the Director of Public Works as long as the change order does not materially change the work performed and funds are available within the budget. Individual department heads may sign purchase contracts for goods or services valued at \$5,000 or less as long as the purchase is provided in the budget.

Internal Controls

201.1 DEFINITION OF INTERNAL CONTROL

Agency Content

Internal control is a process that is developed by the municipality to provide reasonable assurance that the following categories of objectives will be achieved:

1. The City's financial reporting will be reliable.
2. The City will be operated effectively and efficiently.
3. The City will comply with applicable laws, regulations, contracts, and grant agreements.

A good internal control structure is essential to providing reasonable assurance that the City is achieving its objectives. Such objectives include, but are not limited to, utilizing public resources in compliance with laws, regulations, and budgetary limitations. An adequate control structure will provide information that helps detect errors and fraud and provides reasonable assurance that financial reports are accurate. It will limit the opportunity for theft or unauthorized use of assets, including cash, inventory, and capital assets.

These Internal Controls establish guidance related to internal control and compliance for management within the City. Developing an adequate internal control system requires continual analysis and modification to address changing circumstances. Management should identify and address additional objectives relevant to their operations.

These objectives are often stated as goals and should address all significant activities of the City. They need to be identified and relevant risks and related control procedures assigned to them.

The framework for a comprehensive control plan is within these five essential components:

1. Control environment
2. Risk assessment
3. Control activity
4. Information and communication
5. Monitoring

These five components must operate together to have effective internal control.

201.2 CONTROL ENVIRONMENT

Agency Content

The control environment is the foundation for all other components. Control environment factors include integrity, ethical values, management's philosophy and operating style, organizational structure, assignment of authority and responsibility, and human resource policies and practices.

The control environment involves more than setting standards, policies, and structures; it involves communicating and enforcing those standards, policies, and structures.

Internal Controls

201.3 RISK ASSESSMENT

Agency Content

Municipal officials should have processes to identify potential risks due to changing circumstances. Technological developments, employee turnover, new programs, new accounting standards, new laws and regulations, economic growth and decline, and many other factors impact the adequacy of a municipality's internal control structure.

Operations

- Ensure that the municipality's resources are adequately safeguarded.
- Provide taxpayer services efficiently and effectively.
- Consider risk tolerances.
- Provide for the long-term stability of the municipality.
- Provide a stable and rewarding environment for employees.

Financial Reporting

- Provide timely internal financial reports and schedules for evaluating operations.
- Issue timely financial reports that comply with generally accepted accounting principles.

Compliance

- Comply with all relevant laws, regulations, contracts, and grant agreements.

201.4 CONTROL ACTIVITIES

Agency Content

Control activities are management's policies and procedures that help address the risks of achieving management's objectives.

Management should, at a minimum:

- Develop an employee manual that addresses management's expectations regarding business practices and ethical behavior (includes pay scales, promotions, dress code, probationary period, evaluations, conflict of interest issues, etc.); job skills requirements (job descriptions, lines of authority and responsibility, certifications, education, training, etc.); employee benefits (leave, flex plans, health insurance, pension, vacation, sick time, etc.); disciplinary policies and procedures.
- Establish a simple and flexible organizational plan that places responsibility for specific activities upon specified individuals/job titles. Control over the accounting function should be centralized under one official responsible for all recordkeeping and reporting and who has the authority to supervise the entire financial operation. Centralizing the accounting function does not eliminate the approval and custodial functions. It allows for consistent application of accounting rules and a general overall review of all municipality activities.

City of Menomonie

Policy Manual

Internal Controls

- Separate duties so no person controls a complete transaction from beginning to end. Workflow should be established so that another employee's work is automatically verified by another. When possible, different persons should be responsible for the authorization, recordkeeping (posting), custodial (cash and materials handling), and review procedures to prevent manipulation of records and minimize the possibility of collusion. When adequate segregation of duties is not possible, management oversight should be increased to provide reasonable assurance that errors, irregularities, or fraud are prevented or detected and corrected in a timely manner. Such oversight would include, but not be limited to, the review of bank statements, cash receipts, cash disbursement summaries, and the related supporting documentation and analysis of monthly reports.
- Maintain record retention to substantiate transactions.
- Ensure that qualified individuals are hired and that appropriate training is provided. Establish IT controls for information processing a) security b) passwords c) change management d) numerical sequences of transactions and checks.
- Use tangible and intangible safeguards to secure the organization's resources. Tangible safeguards include cameras, locks, and barriers; intangible safeguards include collateral/insurance on financial resources and institutional knowledge.

201.5 INFORMATION AND COMMUNICATION

Agency Content

Information and communication systems should provide reliable reports for both internal and external purposes. The means of communicating information within the organization will significantly impact the achievement of objectives.

201.6 MONITORING

Agency Content

Monitoring the internal control system assures management that policies and procedures are followed, information is communicated accurately and timely, and risks are identified and appropriately addressed. In addition, it ensures that internal control continues to operate effectively since processes, goals, and circumstances are not static, and changes in those areas will necessitate changes in internal control.

During the annual external audit, performed by a Certified Public Accounting Firm, internal controls shall also be analyzed and measured for their effectiveness throughout the organization. They shall issue a report on internal controls and compliance, offering information regarding laws and regulations and internal controls related to financial reporting.

Investments

202.1 GOVERNING AUTHORITY

Agency Content

Legality—The investment program shall be operated in accordance with federal, state, and other legal requirements, including Wisconsin Statute §66.0603.

202.2 SCOPE

Agency Content

This policy applies to the investment of all funds. Proceeds from certain bond issues as well as separate foundation or endowment assets, may be covered by a separate policy, as necessary.

Except for cash in certain restricted and special funds, the City should consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies regarding investment pricing, safekeeping, and administration. Investment income will be allocated to the various funds based on their respective participation and per generally accepted accounting principles.

202.3 GENERAL OBJECTIVES

Agency Content

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
 - (a) **Credit Risk:** The City will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer by diversifying the investment portfolio so that the impact of potential losses from any one type of security or any one individual issuer will be minimized.
 - (b) **Interest Rate Risk:** The City will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in the market interest rates by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations. Thereby, avoiding the need to sell securities on the open market prior to maturity. The City will also mitigate interest rate risk by investing operating funds primarily in shorter-term securities, money market funds, or similar investment pools and limiting the portfolio's average maturity.
2. **Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so securities mature concurrently with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the short-term portion of the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion

City of Menomonie

Policy Manual

Investments

of the portfolio may be placed in money market mutual funds or local government investment pools, which offer the same date liquidity for short-term funds.

3. Yield: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:
 - A security with declining credit may be sold early to minimize the loss of principal.
 - A security swap would improve the portfolio's quality, yield, or target duration.
 - Liquidity needs of the portfolio require that the security be sold.
4. Local Considerations: Where possible, funds may be invested to better the local economy or that of local entities within the state. The City may accept a proposal from an eligible institution that provides for a reduced rate of interest, provided that such institution documents the use of deposited funds for community development projects.

202.4 STANDARDS OF CARE

Agency Content

1. Prudence: The standard of care to be used by investment officials shall be the "prudent person" standard and applied in managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from the expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances when prevailing, which the persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
2. Ethics and Conflict of Interest: Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program or impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions where they conduct business. They shall further disclose any personal financial/investment positions that could be related to the investment portfolio's performance. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.
3. Delegation of Authority: Authority to manage the investment program is granted to the City Administrator, hereinafter referred to as the investment officer, and derived from the following: "Wisconsin State Statute §59.62. Responsibility for the operation of the investment program is hereby delegated to the investment officer.

City of Menomonie

Policy Manual

Investments

202.5 INVESTMENT PARAMETERS

Agency Content

1. **Diversification:** The City will minimize the concentration of credit risk, the risk of loss attributed to the magnitude of a government's investment in a single issuer, by diversifying the portfolio so that reliance on any one issuer or broker/dealer will not place an undue financial burden on the City.
2. **Maximum Maturities:** To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than seven (7) years from the date of purchase or per state and local statutes and ordinances. The City shall adopt weighted average maturity limitations (which range from 90 days to 7 years), consistent with the investment type objectives. Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding six (6) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of funds. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as the local government investment pool, money market funds, or overnight repurchase agreements to ensure appropriate liquidity is maintained to meet ongoing obligations.

202.6 INTERNAL CONTROLS

Agency Content

The Finance Department is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from losses, theft, or misuse. The internal control structure shall be designed to ensure these objectives are met reasonably. The concept of reasonable assurance recognizes that the cost of control should not exceed the benefits likely to be derived. The valuation of costs and benefits requires management to estimate and make judgments.

City of Menomonie

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

Special Event

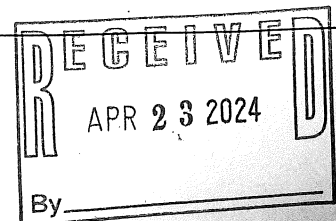
Instructions: Complete all questions, indicating N/A where non-applicable. Return to the City Clerk at the above address at least 60 days prior to the event.

Are you representing an organization sponsoring the event? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> (list information below)		Is the organization non-profit? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Organization's Name:		Lutheran campus ministry to UW-STOUT	
Organization's Address:		710 2nd Street E, Menomonie WI 54751	
Organization's Phone:		715-235-4258 ^(fax)	(E-mail) lcmstoutdirector@gmail.com
Purpose of Event: Outdoor Worship + Fundraiser.		Type of Event: Worship, fundraiser	

Event Organizer's Name:		Sara McCullough	
Event Organizer's Address:		411 Coleman street, Chippewa Falls WI 54729	
Event Organizer's Phone:		(home) 715-563-6336 ^(work)	715-235-4258 ^(cell) lcmstoutdirector@gmail.com

Name of Event: Pack the Park		Type of Event: Worship/fundraiser	
Location of Event: Wilson Park		Date of Event: Sept 22, 24	Rain date: N/A
Time of Event:	Start: 9am	Finish: 1pm	
Time on Site:	Start: 7am	Finish: 2pm (include set-up and clean-up time)	
Total Number of Anticipated Attendees: (include event organizers, staff, volunteers and spectators) <u>200-250</u>	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 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 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.

Parking will be available around the park on neighboring streets and our sanovr/Peace Lutheran church.

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

our volunteers will be advised to be aware of crowds.

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

IF emergency services are needed the Board chair/lem director will contact proper anthonites.

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 will only need and use the restroom onsite at Wilson park in the bandshell.

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 collect garbage into one area and will utilize the trash cans at the park

Are vendors, information tables, or volunteer groups a 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.

Check all that apply:

CITY CLERK PERMITS 715-232-2221	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"/> 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:

Sara McCullough

Print Name:

Sara McCullough

Affiliation with Applicant (if applicable):

Date:



Permit

Menomonie Parks and Recreation PHONE:(715) 232-1664
 Department FAX:(715) 232-5328
 1412 Sixth Street EMAIL:menorec@menomonie-wi.gov
 Menomonie, WI 54751

Permit # R3656

Status Approved
 Date Apr 23, 2024 7:58 AM

Customer Name	Sara McCullough - 21546	Work Phone Number	(715) 563-6336
Customer Type	City Resident	Home Phone Number	(715) 235-4258
Mailing Address	710 2nd Street East Menomonie, WI 54751	Email Address	lcmstoutdirector@gmail.com
System User	Mitch Stai	Payer	Sara McCullough

Rental Fee	\$165.00
County Tax	\$0.75
State Tax	\$7.50
Discounts	\$0.00
Subtotal	\$173.25
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$173.25
Total Payment	\$173.25
Refunds	\$0.00
Balance	\$0.00

Pack the Park Event	1 resource(s)	1 booking(s)	Subtotal: \$165.00
Booking Summary			
Farmers Market Pavilion & Band Shell (Picnic Shelter/Pavilion Rental)			Center: Wilson Park
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Sep 22, 2024 7:00 AM	Sun, Sep 22, 2024 10:00 PM	200	\$150.00
Resource level fees			\$15.00

Custom Questions	
QUESTION	ANSWER
Do you need any special set-up for your rental?	No
Will you be having amplified music at this event?	Yes
Will you be serving alcohol? Please note that you cannot sell alcohol in public parks.	No

Payment and Refund					
RECEIPT #	DATE	FEE DESCRIPTION	EVENT	RESOURCE	PAYMENT / REFUND
1021727.002	Apr 23, 2024	Farmers Market and Band Shell	Pack the Park Event	Farmers Market Pavilion & Band Shell	\$158.25
1021727.002	Apr 23, 2024	Amplified Music Fee	Pack the Park Event	Farmers Market Pavilion & Band Shell	\$15.00

X: _____

X: _____

Date: _____

Date: _____

Menomonie Parks and Recreation Department
 Mailing Address: 1412 Sixth Street, Menomonie, WI 54751
 Phone Number: (715) 232-1664
 Fax Number: (715) 232-5328
 Email Address: menorec@menomonie-wi.gov

Sara McCullough
 Customer ID: 21546
 Work Phone Number: (715) 563-6336
 Home Phone Number: (715) 235-4258
 Email Address: lcmstoutdirector@gmail.com

City of Menomonie

City Clerk's Office
800 Wilson Ave., Menomonie, WI 54751
(Phone: 715-232-2187; Fax: 715-235-0888; E-mail: clauersdorf@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? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> (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, Inc			
Organization's Address: 621 WEST ELDI AV MENOMONIE WI 54751			
Organization's Phone: 715 308 1894 (Fax)		(E-mail) emulle@americaneledge.com	
Purpose of Event: Community Activity		Type of Event: Multi -	

Event Organizer's Name: Emule Wron, Stefan Bengaback, Randy Knack, Melissa Swanson	
Event Organizer's Address: 621 WILSON AV MENOMONIE WI 54751	
Event Organizer's Phone: (home) 715 308 1894 (work) (E-mail) emulle@americaneledge.com	

Name of Event: Let's Paint the Town, Inc		Type of Event: Community	
Location of Event: See Map		Date of Event: July 20, 2024	Rain date: _____
Time of Event:	Start: 8:00 AM	Finish: 7:00 PM	
Time on Site:	Start: 7:00 AM	Finish: 8:30 PM (includes set-up and clean-up time)	
Total Number of Anticipated Attendees: (include event organizers, staff, volunteers and spectators) 5,000	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: 2-3
	Roads:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number: MAP
	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)	Entire length? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Check here if City Road <input type="checkbox"/> (attach approval from City of Menomonie)	1. See Map
	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.

See Map

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

Volunteers + PD + Organizers

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

Fire Dept / EMT

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.)

PORTA POTTIES

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.)

Volunteers & Participants

Are vendors, information tables, or volunteer groups a 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.

Check all that apply:

CITY CLERK PERMITS 715-232-2180	PARK AND RECREATION PERMITS 715-232-1664	FIRE DEPARTMENT PERMITS 715-232-2414
<input checked="" type="checkbox"/> Temporary Beer/Wine <input checked="" type="checkbox"/> Amplified Sound Permit <input type="checkbox"/> _____	<input checked="" 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) <i>Vendor + Band</i>

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	<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:

Ellie M Wiese

Print Name:

ELLIE M WIESE

Affiliation with Applicant (if applicable):

Date:



City of Menomonie
Eric M. Atkinson

City Administrator
800 Wilson Avenue
Menomonie, WI 54751
715232-2221
atkinsone@menomonie-wi.gov

TO: Mayor Knaack & City Council
FROM: Administrator Atkinson
SUBJECT: Board Appointments & Reappointment
DATE: May 1, 2024
ATT: NA

Mayor Knaack requests the Council approve the following people for the Urban Forestry Board and the Library Board of Trustees:

Urban Forestry Board—Barbara Hauck: Barbara is a retired social worker/disability specialist from the Barron County Aging and Disability Resource Center. For the past ten years, she has lived in the City of Menomonie. She loves the outdoors, including hiking, camping, swimming, gardening, and experiencing the wilderness. She would like to see the trees of Menomonie replaced and enhanced. Additionally, Barbara would like to explore the concept of offering “forest bathing” at a location in the City.

Library Board of Trustees—Andrea Renada: Andrea is the current Chief of Staff to the CEO at Vets Plus in Menomonie and a former Library Board of Trustees member from 2014 through 2018. She also contributed to the Home Sweet Menomonie committee and was invited to join the Regional Business Fund in 2020. She appreciates the sense of community in Menomonie and is excited at the opportunity to once again serve on the Library Board of Trustees.

If the Council supports the appointments, the appropriate action is a *Motion to Approve the Appointments of Barbara Hauck to the Urban Forestry Board and Andrea Renada to the Library Board of Trustees.*

BUDGET TRANSFER REQUEST FORM

TRANSFER TO:

AMOUNT \$ 4,049.40

ACCOUNT TITLE AND NUMBER 01.55210 - Recreation

LINE ITEM NAME AND EXTENSION .422 - Subscription

LINE ITEM NAME AND EXTENSION _____

TRANSFER FROM:

ACCOUNT TITLE AND NUMBER Contingency

LINE ITEM NAME AND EXTENSION _____

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

The Recreation Department is asking for a \$4,049.40 budget transfer to our subscription account to cover our ActiveNet invoices for 2022 and 2023. ActiveNet is the program we use for all of our program registrations, shelter rentals, financial and participation reports, and other important information. When Julie retired, the company continued to email her the invoices even though her account was no longer active. I never received any of the invoices through email or postal mail until Friday, March 29, 2024. We would like to pay these invoices so ActiveNet does not discontinue our subscription with them.

Mitch Sti
Authorized Signature

04-19-2024
Date



Invoice

Contact Info:

3400 N Central Expwy
 Richardson, TX 75080 United States
 Phone: 469-291-0300 Option 4 • Fax: 469-533-3940
 Questions? Email us at ActiveAR@active.com

MENOMONIE RECREATION DEPT LEISURE			
Cust #	Invoice #	Invoice Date	Customer PO #
2796	4100174942	08-AUG-22	

Bill To:

MENOMONIE RECREATION DEPT LEISURE
 Attn: Accounts Payable
 1412 6TH STREET
 Menomonie, WI 54751 United States

Ship To:

MENOMONIE RECREATION DEPT LEISURE
 Attn:
 1412 6TH STREET
 Menomonie, WI 54751 United States



Sales Person	Service Contract #	Deal Id	Terms	Due Date	Transaction Type	Curr
Pelxoto, Carlos	SC4100059851-1	00119964	30 NET	07-SEP-22		USD

Ln	Item #	Description	Covered Qty	Duration	Unit Price	Amount <small>(Covered Qty X Unit Price)</small>
1	70188	ACTIVENet - Annual Subscription Fee: 07/01/2022 -- 06/30/2023:	1	Year	1,985.00	1,985.00
2	78024	ACTIVENet - Subscription Support Advanced Package: 07/01/2022 -- 06/30/2023:	1	Year	0.00	0.00

Sub-total:	1,985.00
Tax Total:	0.00
Invoice Total:	1,985.00
Balance Due:	1,985.00

Please Pay this Amount:**Notes:**

Yearly Installment 1 of 1

Please Remit Check/Cheque Payment to:
 Active Network, LLC
 P. O. Box 744932
 Atlanta, GA 30384-4932

Please Remit Wire/ACH Payments to:
 Beneficiary's Bank: Bank of America, N.A.
 Beneficiary's Bank SWIFT BIC: BOFAUS3N
 Beneficiary's Account Number: 1453218221
 Beneficiary's Bank Wire Routing Number: 026009593
 Beneficiary's Bank ACH Routing Number: 121000358
 Beneficiary's Name: Active Network, LLC
 Beneficiary's Address: 5850 Granite Pkwy, Plano, TX 75024

TO PAY BY CREDIT CARD, USE BELOW LINKS:**USD Credit Card payments**

<https://paymentmanagercui.active.com/ACTIVECreditCardProcessingPM>

CAD Credit Card payments

<https://paymentmanagercui.active.com/ACTIVECreditCardProcessingPMCAD>

PLEASE BE SURE TO INCLUDE ACTIVE'S INVOICE NUMBER ON YOUR REMITTANCE



Invoice

Contact Info:

3400 N Central Expwy
 Richardson, TX 75080 United States
 Phone: 469-291-0300 Option 4 • Fax: 469-533-3940
 Questions? Email us at ActiveAR@active.com

MENOMONIE RECREATION DEPT LEISURE			
Cust #	Invoice #	Invoice Date	Customer PO #
2796	4100179244	19-JUL-23	

Bill To:

MENOMONIE RECREATION DEPT LEISURE
 Attn: Accounts Payable
 1412 6TH STREET
 Menomonie, WI 54751 United States

Ship To:

MENOMONIE RECREATION DEPT LEISURE
 Attn:
 1412 6TH STREET
 Menomonie, WI 54751 United States

Sales Person	Service Contract #	Deal Id	Terms	Due Date	Transaction Type	Curr
Peixoto, Carlos	SC4100059851-2	00119964	30 NET	18-AUG-23		USD

Ln	Item #	Description	Covered Qty	Duration	Unit Price	Amount <small>(Covered Qty X Unit Price)</small>
1	70188	ACTIVENet - Annual Subscription Fee: 07/01/2023 -- 06/30/2024:	1	Year	2,064.40	2,064.40
2	78024	ACTIVENet - Subscription Support Advanced Package: 07/01/2023 -- 06/30/2024:	1	Year	0.00	0.00

Sub-total:	2,064.40
Tax Total:	0.00
Invoice Total:	2,064.40
Balance Due:	2,064.40

Please Pay this Amount:**Notes:**

Yearly Installment 1 of 1

Please Remit Check/Cheque Payment to:
 Active Network, LLC
 P. O. Box 744932
 Atlanta, GA 30384-4932

Please Remit Wire/ACH Payments to:
 Beneficiary's Bank: **Bank of America, N.A.**
 Beneficiary's Bank SWIFT BIC: **BOFAUS3N**
 Beneficiary's Account Number: **1453218221**
 Beneficiary's Bank Wire Routing Number: **026009593**
 Beneficiary's Bank ACH Routing Number: **121000358**
 Beneficiary's Name: **Active Network, LLC**
 Beneficiary's Address: **5850 Granite Pkwy, Plano, TX 75024**

TO PAY BY CREDIT CARD, USE BELOW LINKS:**USD Credit Card payments**
<https://paymentmanagercui.active.com/ACTIVECreditCardProcessingPM>
CAD Credit Card payments
<https://paymentmanagercui.active.com/ACTIVECreditCardProcessingPMCAD>

PLEASE BE SURE TO INCLUDE ACTIVE'S INVOICE NUMBER ON YOUR REMITTANCE

6-May-24

2024 Claims

	<u>Description</u>	<u>Total Invoice</u>	<u>Amt Overdrawn</u>
Aecom	Downtown Improve Sth 29 Engineering Services	\$3,944.69	\$3,944.69
Bayside Printing	Water, Sewer, Landfill, Stormwater - outside services	\$616.13	\$539.11
MSA	Project Plan Engineering Services	\$5,198.75	\$3,077.07
The Flagpole Company	Celebrations and Entertainment New Replacement Flags	\$1,984.95	\$484.95
Weld Riley	Mayor Consulting Services	\$5,124.00	\$5,124.00
Wipfli	Solid waste & recycling admin & gen expense	\$65,754.14	\$6,480.00

Total **\$82,622.66** **\$19,649.82**

2024 Parking Utility Claims

	<u>Description</u>	<u>Total Invoice</u>
Cardmember Services	Amazon	\$77.22
Cardmember Services	Quartermaster	\$156.00
City Treasurer	Jan -April Expense	\$2,359.89
Clancy Systems	March Fees	\$350.00
Clancy Systems	5000 Printed tickets	\$1,900.00
	Parking	
	Total	\$4,843.11

5-2-24

LICENSES – May 6, 2024

TEMPORARY CLASS “B” BEER LICENSE:

Menomonie Baseball Association – 1412 6th St. E

- Jr./Sr. Legion Baseball Tournaments, Wakanda Park
06/11/2024, 06/13/2024, 06/27/2024 – 06/30/2024, 07/08/2024, 07/11/2024, 07/15/2024,
07/16/2024
- Eagles Baseball Tournaments, Wakanda Park
06/14/2024, 06/16/2024, 06/19/2024, 07/07/2024, 07/12/2024, 07/31/2024
- Leinie Legends +35 Baseball Tournament, Wakanda Park, 07/17/2024

TEMPORARY CLASS “B” BEER & “CLASS B” WINE LICENSE:

Dunn County Democrats – PO Box 182

Party in the Park Spring Fundraiser, Wakanda Park Pavilion, 909 Pine Ave, 06/01/2024

Let’s Paint the Town, Inc. – 621 West Elm Ave W, 07/20/2024

Let’s Paint the Town Event, 7th Street from Main St to Wilson Ave

LICENSE YEAR – 2023-2024 (expires June 30, 2024)

CHANGE OF AGENT:

Taylor Braun – The Mabel Tainter Theater

5/1/24