



# CITY OF MENOMONIE

COUNCIL MEETING

CITY COUNCIL CHAMBERS

7:00 PM

**WEDNESDAY – November 6, 2024**



City of Menomonie  
800 Wilson Ave  
1<sup>st</sup> Floor

## AGENDA

### *Pledge of Allegiance*

#### 1. Roll Call & Special Recognitions

#### 2. Approval of Minutes

#### 3. Public Comments

#### 4. Unfinished Business

- a. Review of Draft 2025 Budget and Draft 2025-2026 Capital Improvement Plan – discussion only (no action).
- b. Proposed Dunn County Humane Society Contract – discussion and possible action.

#### 5. New Business

- a. Award Menomonie Public Library Vibrant Spaces Phase I Contract - discussion and possible action.
- b. State/Municipal Financial Agreements for USH 12, STH 25 and STH 29 – discussion and possible action.
- c. Request from the Fire Department to sell a 2012 Ford F450 chassis – discussion and possible motion action.
- d. Proposed 2025 Supportive Fire and Ambulance Agreement – discussion and possible action.
- e. Proposed 2025 Safety and Health Consulting Agreement with Keeping Safety Simple, LLC – discussion and possible action.
- f. Resolution 2024-19, a Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing for Pine Avenue (Wilson Street to Game Park Road) – discussion and possible action.
- g. Resolution 2024-20, a Resolution accepting Public Street, Public Utility and Public Storm Water Improvements in the Estover Terrace Subdivision – discussion and possible action.
- h. Resolution 2024-21, a Resolution accepting Public Utility Improvements within the Maplewood Eco-Cottages Development – discussion and possible action.
- i. Lead Service Line Public Notifications – discussion only (no action).

#### 6. Budget Transfers

#### 7. Mayor's Report

#### 8. Communications and Miscellaneous Business

- a. Next meeting date **WEDNESDAY**, November 20, 2024 at 7:00 pm

#### 9. Claims

#### 10. Licenses

- a. Normal license list – discussion and possible action.

#### 11. Adjourn

"PUBLIC ACCESS"

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# City Council Agenda

## Staff Comments

**WEDNESDAY – November 6, 2024**



### 1. Special Recognition

The Fire Department will recognize Captain Brady Bleskacek's recent selection as Fire Inspector of the Year.

### 5. Unfinished Business

- A. The City Council will continue review of the DRAFT 2025 Budget and DRAFT two-year Capital Improvement Plan.
- B. The City of Menomonie is required to provide animal control services. The City annually enters into an agreement with the Dunn County Humane Society to house strays and provide other animal-related services. If the Council supports the contract the appropriate motion would be to ***Approve the City of Menomonie Municipality Contract with the Dunn County Humane Society in the Amount of \$34,675.19 for January 1, 2025 through December 31, 2025.*** (roll call).

### 6. New Business

- A. Menomonie Public Library received three (3) bids for their Vibrant Spaces Phase I project on October 23. The Library Board reviewed the bids and recommended elimination of three amenities (pergola, trash enclosure and fire feature) and award of the low bidder, Haas Son, Inc. As the property owner, and as the recipient of the Vibrant Spaces Grant and ARPA distribution, the City is required to be the contracting entity for the construction contract. If the City Council concurs, the appropriate motion would be ***Award the Menomonie Public Library Vibrant Spaces Phase I contract to Haas Sons, Inc without the Pergola, Trash Enclosure and Fire Feature, at a cost of \$245,040.90 to be funded with \$29,000 from ARPA, \$44,250 from the Vibrant Spaces Grant and the remainder from Menomonie Public Library Funds*** (roll call).

- B. WisDOT will be resurfacing a portion of USH 12, STH 25 and STH 29 located within downtown Menomonie in approximately five years. The project will consist of milling the existing concrete surface and overlaying with asphalt, similar to the recent improvements on Stout Road. In total, the project is estimated to cost \$8,051,200. WisDOT has provided four State/Municipal Financial Agreements for the City's consideration which estimate City's share to be approximately \$800,512 or 9.9%. If the City Council concurs, the appropriate motion would be **Approve four (4) State/Municipal Financial Agreements with WisDOT for USH 12, STH 25 and STH 29, as presented** (roll call).
- C. Enclosed is a request from the Fire Department requesting Council authorization to sell a 2012 Ford F450 chassis. The Fire Chief will be available to answer Council questions. If council supports the sale, the appropriate motion would be **Approve the Sale of the Fire Department Ford F450 Chassis as Proposed** (simple majority).
- D. Menomonie Fire Department has proposed entering into a Supportive Fire and Ambulance Agreement with the Menomonie Rural Fire & Ambulance District to provide needed services. There is a similar existing contract for 2024. If the City Council concurs, the appropriate motion would be to **Approve the Supportive Fire and Ambulance Agreement with the Menomonie Rural Fire & Ambulance District for January 1, 2025 through December 31, 2025** (simple majority).
- E. The administration is recommending approval of a 1-year contract extension with Keeping Safety Simple, LLC for city safety consulting services. This firm has provided the safety advisory services for a number of years and is meeting the expectations of the city departments and administration. They are proposing 168 hours of service in 2025, which will amount to an annual fee of \$21,000 that is funded through the four City public service utilities. If the City Council concurs, the appropriate motion would be **Approve Safety and Health Consulting Agreement with Keeping Safety Simple, LLC for 2025 at a cost of \$21,000** (roll call).
- F. Enclosed is Resolution 2024-19 regarding Pine Avenue State Drinking Water Loan Program Reimbursements. Staff will be available to answer any questions. If the City Council supports the resolution as presented the appropriate motion would be **Approve Resolution 2024-19, a Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing for Pine Avenue (Wilson Street to Game Park Road)** (roll call).
- G. Enclosed is Resolution 2024-20 accepting Public Street, Public Utility, and Public Storm Water Improvements within the Estover Terrace Subdivision. Staff will be available to answer any questions. If the City Council supports the improvements as presented the appropriate motion would be **Approve Resolution 2024-20, a Resolution Accepting Public Street, Public Utility and Public Storm Water Improvements in the Estover Terrace Subdivision** (roll call).

- H. Enclosed is Resolution 2024-21 accepting Public Utility Improvements within the Maplewood Eco Development. Staff will be available to answer any questions. If the City Council supports the improvements as presented, the appropriate motion would be **Approve Resolution 2024-21, a Resolution Accepting Public Utility Improvements in the Maplewood Eco-Cottages Development** (roll call).
- I. The Water utility completed and submitted the Lead Service Line Inventory on October 15, 2024. The City is now required to notify residents with Galvanized or Unknown Material service lines. Copies of notice for galvanized, notice for unknown materials, and a press release. This information is provided for information only. No action is needed.

## 7. Budget Transfers

The Police Department has requested a budget transfer to cover the cost of a replacement printer. If the City Council supports the budget transfer, the appropriate motion would be to **Approve the budget transfer, as presented** (roll call).

If any additional budget transfers are identified, a revised list will be distributed before the meeting. In that case, the appropriate motion would be to **Approve the revised budget transfers, as presented** (roll call).

## 8. Communications

- A. The next City Council meeting will be on **WEDNESDAY** November 20, 2024 at 7:00pm.

## 9. Claims

The Claims list is enclosed in the packet. If the City Council supports paying the claims, the appropriate motion would be to **Approve the claims list, as presented** (roll call).

If any additional claims are identified, a revised list will be distributed before the meeting. In that case, the appropriate motion would be to **Approve the revised claims list, as presented** (roll call).

## 10. Licenses

The normal license list is enclosed in the packet. If the City Council concurs, the appropriate motion would be to ***Approve the normal license list, as presented*** (simple majority).

If any additional licenses are identified, a revised list will be distributed before the meeting if any additional normal licenses are identified. In that case, the appropriate motion would be to ***Approve the revised normal license list, as presented*** (simple majority).



# Menomonie Fire Department



To: WSFIA Treasurer  
From: Denny Klass, Chief  
Re: Fire Inspector of the Year  
Date: July 16, 2024

Captain Brady Bleskacek has been a member of the Menomonie Fire Department since 2007. He was promoted to Lieutenant in 2019 and Captain in 2022. Brady was appointed as our Inspections Officer in the fall of 2020 and as with everything he does, he went about it with a positive, can-do attitude and put forth 100% effort.

In the short time he's led the department's inspection program significant improvements have been implemented. The most significant was moving to an electronic inspection platform. To that end he spent countless hours researching and evaluating different programs that were available. Departments that have gone this route know the amount of work that goes into final implementation. Captain Bleskacek selected a platform and designed the program to meet our needs in less than a year. He then trained the entire department on proper use and went live in the fall of 2021. The move to an electronic format has truly been a game changer for our department in reduced manhours and improved compliance. None of this would have happened if not for Captain Bleskacek's tireless work ethic and drive to see positive change.

He also implemented a Mobile Food Vehicle inspection program for the city which has been extremely successful. Along with those accomplishments, Brady stepped up and filled the Area 5 Chairperson position and has been very active with the WSFIA. We are extremely fortunate to have an officer of his caliber in our ranks.

## OFFICIAL COUNCIL PROCEEDINGS

A regular meeting of the City Council of the City of Menomonie, Dunn County, Wisconsin, was held in open session on October 21, 2024, and called to order by Mayor Knaack at 7:00 p.m. in the City Council Chambers. The following members were present: Luther, Crowe, Yonko, Sutherland, McCullough, Schwebs, Gentz, Solberg, Schlough, Erdman, and Sommerfeld.

MOTION made by Erdman, seconded by McCullough, and carried unanimously to approve the minutes of the October 7, 2024 council meeting.

PUBLIC HEARING – Public hearing regarding Ordinance 2024-15, an Ordinance Repealing Section 10-3-1-C of the City Code to eliminate protests against zoning amendments. No one spoke.

PUBLIC COMMENTS – Liz Osborne spoke in favor of agenda item 6 (f), regarding the 2025 tree replacement funding in the 2025 budget. Jon Hove spoke in support of agenda items 6 (c) and 6 (d).

ORDINANCE to adopt Ordinance 2024-15, an Ordinance Repealing Section 10-3-1-C of the City Code to eliminate protests against zoning amendments was INTRODUCED by Crowe at the September 16, 2024. MOTION made by Crowe, seconded by Luther and carried unanimously to waive the first reading of ordinance amendment 2024-15. MOTION made by Erdman, seconded by Sommerfeld, and carried unanimously to waive the second reading of ordinance amendment 2024-15. MOTION made by McCullough, seconded by Erdman and carried unanimously to adopt ordinance 2024-15 to eliminate protests against zoning amendments.

MOTION was made by Luther, seconded by Crowe, and carried unanimously on roll call vote to award the Phelan Park Playground Equipment Contract to Northland Recreation at a cost of \$298,929.14, using ARPA funds.

MOTION was made by Erdman, seconded by Schlough, and carried unanimously on roll call vote to reject all bids for the Christmas Miracle Shed.

MOTION was made by Erdman, seconded by Sommerfeld, and carried unanimously to approve the offer to purchase from Habitat for Humanity for Lots 5 and 6 of CSM 4925 with a closing deadline of November 22, 2024.

MOTION was made by Crowe, seconded by Yonko, and carried unanimously to approve the offer to purchase from Habitat for Humanity for Lots 3 and 4 of CSM 4923 with a closing deadline of December 20, 2024.

NO ACTION was taken on the 2025 Animal Services Contract with the Dunn County Humane Society.

NO ACTION was taken on the review of the 2025 budget.

BUDGET TRANSFERS – MOTION to approve the Police Department budget transfer for purchasing a UTV & trailer using ARPA funds (\$17,550.00) and contingency funds (\$18,485.02) was made by Luther, seconded



by Solberg, and carried on roll call vote. Schlough and Erdman voted no. MOTION to approve the internal budget transfer for the Recreation Department in the amount of \$4,500 to purchase a custom giant Burke chair was made by Solberg, seconded by Crowe, and carried unanimously on roll call vote.

MAYOR'S REPORT – Today was the first day of the city-wide Clean Sweep with several more to follow. UW-Stout's Homecoming Parade is this weekend. The Water Department did a great job fixing the main break. Slabs have been poured into the transfer station for roll-offs.

COMMUNICATIONS AND MISCELLANEOUS BUSINESS – City Administration, City Staff and council members shared the following updates:

- Next City Council meeting date will be Wednesday, November 6, 2024, at 7:00 p.m.
- Following meeting date will be Wednesday November 20, 2024, at 7:00 p.m. – final budget meeting.
- Menomonie High School football team made it to the playoffs and will be playing in Madison.

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

**October 21, 2024 Claims**

Ace Hardware	\$7.70
Cedar Corp	\$1,290.00
Colfax Messenger	\$859.60
CRS Repair	\$3,615.92
Diggers Hotline	\$413.52
Ehlers	\$400.00
Fastenal	\$76.32
Field Environmental	\$448.50
Manpower	\$890.63
North Central Labs	\$134.10
Real Living	\$100.00
State of WI Dept of Justice	\$91.00
Wipfli	\$33,390.00
WI State Lab of Hygiene	\$29.00
Xcel Energy	\$41,915.39
<b>Total</b>	<b>\$83,661.68</b>

**2024 Parking Utility Claims**

Wipfli	\$400.60
City of Menomonie	\$417.42
<b>Parking Total</b>	<b>\$818.02</b>

MOTION was made by Gentz, seconded by Schwebs, and carried unanimously to approve the following license:

**LICENSE YEAR – 2024-2025**

**CLASS “A” BEER LICENSE:**

314 Gas Inc., dba Freedom Menomonie (Speedway) – 2020 S. Broadway

MOTION was made by Schwebs, seconded by Gentz, and carried unanimously to approve the following license:

**“CLASS A” LIQUOR (CIDER ONLY):**

314 Gas Inc., dba Freedom Menomonie (Speedway) – 2020 S. Broadway

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 public business whenever competitive or bargaining reasons require a close session for the purposes of discussing potential land sale and price on 59<sup>th</sup> Street NE, was made by Erdman, seconded by Crowe, and carried unanimously on roll call vote.

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

NO ACTION was taken during the closed session.

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

Kate Martin, City Clerk

Department	Project Year	Project Description	Project Cost	Funding Source
Information Technology	2025	Replacement of Virtual Server Environment.	\$28,000	G.O. Notes
Police Department	2025	Two replacement vehicles including equipment and changeover expenses.	\$210,000	G.O. Notes
	2025	Information Technology & Computer Replacement	\$35,000	G.O. Notes
	2026	Three replacement vehicles including equipment and changeover expenses.	\$210,000	G.O. Notes
	2026	Radio Replacement System to WISCOM 2. Dunn County is transferring its communication system to WISCOM 2 in 2026 and this transition is needed to maintain effective radio communication.	\$250,000	G.O. Notes
Fire Department	2025	Utility Pick-Up Truck.	\$60,000	G.O. Notes
	2025	Rescue Boat	\$60,000	G.O. Notes
	2025	Storage Shed	\$30,000	G.O. Notes
	2026	Refurbished ambulance	\$320,000	G.O. Notes
	2026	Radio equipment replacement.	\$90,000	G.O. Notes
Community Services - Street Department	2025	Pine Avenue repair project.	\$500,000	G.O. Notes with \$400,00 extra from the DOT
	2025	Jointer/Planer Replacement	\$5,000	G.O. Notes
	2025	Replacement Compaction Equipment	\$6,000	G.O. Notes
	2025	Replacement Sign Machine	\$30,000	G.O. Notes
	2026	Replacement Tracked Skid Steer	\$45,000	G.O. Notes
	2026	Replace Snow Plow Blade	\$15,000	G.O. Notes
	2026	Replace Riding Lawn Mower	\$30,000	G.O. Notes
Energy & Sustainability	2025	Replace decorative street lighting.	\$25,000	G.O. Notes
Community Services - Parks	2025	Two Additional Pickleball Courts	\$75,000	G.O. Notes
	2025/2026	Pointe Comfort Boat Launch Reconstruction	\$360,000	G.O. Notes with a \$240,000 DNR Grant
	2026	Lakebank Trail & Dock	\$75,000	TID #15/19

Airport	2025	Airport Runway Crack Sealing	\$15,000	TID #17
	2025	Security Cameras	\$5,200	TID #17
	2025	Airport Navigation Aids	\$30,000	TID #17
Inspections	2025	Truck for Asst. Building Inspector	\$50,000	G.O. Notes
Library	2025	Replace Damaged Roof	\$100,000	G.O. Notes with up to \$100,000 in matching funds from the Library Foundation
Wastewater Utility	2025/2026	Point Comfort Lift Station Replacement	\$295,000	Replacement Fund
Water Utility	2025-2028	Well #9 Design/Build	\$11,000,000	Utility Revenue Bonds, CDBG-PF, & SDWLP
	2025-2026	Equipment WTP #4, #6, & #8	\$200,000	Utility
Leisure Services Center & City Hall	2025	Replace Turbine-Style Roof Vents and Motor in the Gymnasium Heater.	\$30,000	G.O. with excess paid through ARPA
	2025	City Hall Cameras	\$38,000	G.O. Notes
	2025	City Hall Landscaping	\$50,000	TID #15/19

*Total Proposed G.O. Note Borrowing: \$2,602,000*  
*Utility Related Project Expenditures: \$495,000*  
*TID 15/19 Proposed Expenditures: \$125,000*  
*TID 17 Proposed Expenditures: \$50,200*  
*Revenue Bond Expenditures \$11,000,000*



*City of Menomonie*  
Eric M. Atkinson

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

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TO: Mayor Knaack and Council  
FROM: Administrator Atkinson  
SUBJECT: Dunn Co. Humane Society & City of Menomonie Municipality Contract  
DATE: November 3, 2024  
ATT: Contract

Attached to this memorandum is a contract renewal for services the Dunn County Humane Society will provide for the City of Menomonie from January 1, 2025, through December 31, 2025. The contract requires the City of Menomonie to pay \$2.09 per capita (16,591 residents) for an annual total of ***\$34,675.19***.

The \$2.09 per capita reflects a 2.5% increase from 2024's rate (\$2.04) per capita. The City of Menomonie's 2024 contract with the Humane Society was \$33,313.

If the council supports the agreement, the appropriate action is a motion to *Approve the City of Menomonie Municipality Contract Agreement with the Dunn County Humane Society for \$34,675.19 for January 1, 2025, through December 31, 2025.* (Roll Call Vote)



# Dunn County Humane Society

♥ promoting the humane treatment of animals ♥

302 Brickyard Road, Menomonie, WI 54751  
(715) 232-9790 ♥ www.dunncountyhumanesociety.org

October 8, 2024

**Shelter Manager**  
Harvey Weidman

**Kennel Manager**  
Jamie Wagner

**Volunteer Coordinator**  
Robyn Larson

**Social Media Coordinator**  
Becca Styer

**Administrative Aid**  
Heidi Leopold

**Board of Directors**

Jane Pierzina  
*President*

Nicole Vandermoss  
*Vice President*

Stephanie Kazmarek  
*Treasurer*

Prudy Shay  
*Secretary*

Vicki Cole

Michele Register

Megan Kelly

Rachel Carlsrud

Jo Hayes

Kat Jones

To the Board of the City of Menomonie:

Thank you for your continued support of the Dunn County Humane Society's mission to find safe and loving homes for all pets in our community. As a no-kill shelter, we firmly believe that every animal deserves the chance to receive medical care, rehabilitation, and the opportunity to find their forever family. So far this year, we have proudly rescued over 461 lost and stray pets in Dunn County (with a projected yearly total of over 600) and cared for 147 surrendered pets, which we strongly believe would have otherwise been abandoned and left as strays without our services. We have also reunited 78 lost pets with their families.

Your partnership plays a pivotal role in ensuring we can continue to offer these stray and impound services along with our other vital community services, including low-cost microchipping, our free Community Pet Pantry, and Trap-Neuter-Return (TNR) programs for our county's overwhelming feral cat colonies. It is with this partnership in mind that I am writing to share the proposed contract for 2025, running from January 1, 2025, through December 31, 2025.

For 2025, we are proposing a slight adjustment to the per capita rate, increasing it from \$2.04 in 2024 to \$2.09 in 2025. This 2.5% increase reflects the rising costs due to inflation associated with veterinary care, food, and sheltering needs for the animals we serve. While the rate has increased modestly, we remain committed to maximizing every dollar to serve the best interests of both the animals in our care and the residents of Dunn County.

Although our organization is mission-driven, the services we provide to municipalities are not solely charitable; they are professional and essential services that benefit the community at large. So far this year, we have cared for [updated number] stray or lost pets from your municipality alone, ensuring these animals were safely housed, medically treated, legally held for their required impound period, and either reunited with their owners or placed in adoptive homes. Our services play an important role in supporting public health and reducing the risks associated with unvaccinated, stray animals.

Please find the attached contract for your review. To avoid any disruptions in the services we provide to your community, we kindly ask that the signed contract be returned by December 1, 2024. Should you have any questions or need further clarification, feel free to reach out to me directly.

Thank you again for your ongoing partnership. Together, we are making a lasting impact on the lives of animals and families in your district, and I look forward to continuing this meaningful work with your support in the coming year.

Sincerely,

**Harvey Weidman** (they/them)

Shelter Manager

director@dunncountyhumanesociety.org



## **Dunn County Humane Society**

302 Brickyard Road  
Menomonie, WI 54751  
715-232-9790

### **City of Menomonie Municipality Contract**

January 1, 2025 through December 31, 2025

#### **Agreement**

This agreement, made and entered into this First day of January 2025 by and between the City of Menomonie, a municipal corporation hereinafter referred to as the "municipality", and the Dunn County Humane Society, Inc., a nonprofit corporation hereinafter referred to as "the society".

#### **Witnesseth**

Whereas, the municipality by its council deem it advisable and in the best interest of their citizens to turn over and designate to the society the care, sheltering, and placement of dogs and cats found stray within the boundaries of the municipality. The society will be responsible for the management and operation of a licensed animal shelter and the enforcement of state and local animal laws, as permitted by state laws and local ordinances.

Now, therefore, in consideration of these premises it is mutually agreed between the parties hereto as follows:

#### **Article I. Responsibilities of the Dunn County Humane Society Inc.**

The society is hereby designated, employed, assigned, authorized, delegated and empowered to impound all lost, stray or homeless dogs and cats coming into its control as a result of violations of the animal regulations and to place or humanely dispose of such animals. In the furtherance of these obligations, the society shall:

##### ***Section 1.01*      **Manage and Operate an Animal Shelter****

- (a) The society will furnish a state-licensed animal shelter facility located at 302 Brickyard Road in the city of Menomonie, Wisconsin.
- (b) The society will maintain proper and legal housing for dogs and cats which come into its custody. The society will service and impound dogs and cats that are potentially adoptable. The society will serve as a referral agency if possible, for animals not mentioned above.
- (c) The society will maintain suitable office hours at the animal shelter for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals.
- (d) The society shall appoint competent and qualified agents for the carrying out of the responsibilities under this contract who shall be responsible to the elected officers of the society's board of directors.

- (e) The society shall provide proper food, water, shelter and other humane treatment for such animals while they are in the society's possession and until adopted or otherwise humanely disposed of.
- (f) The society will cooperate with the appropriate health department or law enforcement officers by following procedures required by any ordinance concerning persons or animals bitten by an animal at the society's shelter.
- (g) The society will serve as a centralized animal "lost and found" facility for persons within Dunn County.
- (h) The society shall retain all fees for animals reclaimed by their owners during impoundment and shall retain all fees for animals adopted by patrons. This includes, but is not limited to, all fees provided for in Chapter 174 of Wisconsin Statutes.

*Section 1.02*      **Medical Attention**

- (a) The society shall provide an animal with immediate veterinary medical attention if necessary. Each animal is veterinarian inspected as soon as possible and/or as applicable by law, vaccinated, tested for common diseases, de-wormed and spayed or neutered if age and health appropriate. If the animal's owner is able to be identified all expenses incurred for daily boarding and veterinary medical care shall be the responsibility of the pet owner.

*Section 1.03*      **Rabies Quarantine**

- (a) The society will not accept animals requiring quarantine where the owner is known at time of impound (aka seized animals or animals-at-large that are identified at time of capture). All animals where the owner is known, requiring quarantine shall be referred to an appropriate veterinary clinic. The known owner will be responsible for all charges with said veterinary clinic.
- (b) The society will accept animals requiring quarantine where the owner is not known at time of impound (aka strays or animals-at-large that are not identified at time of capture). The society will make appropriate arrangements to complete the legal observation period and be responsible for all charges associated with the quarantine that are not covered by other appropriate agencies.
  - (i) If an owner comes forward during the quarantine period, the animal will need to be claimed, fees paid by the owner, and the quarantine completed at an appropriate veterinary clinic. The society will work with law enforcement to ensure this transition occurs and proper documentation and procedures are followed.
  - (ii) If no owner comes forward during the quarantine period, The society will complete the entire quarantine period and work with law enforcement and the health department to ensure a complete and accurate documentation of the incident per applicable laws.
- (c) The society will cooperate with all appropriate agencies by following procedures required by any ordinance concerning persons or animals bitten by animals in the



municipality. This includes notification, documentation, and record-keeping to the health department.

**Section 1.04 Collection of Fees & Record-keeping**

- (a) The society will collect all impoundment, boarding and adoption fees and shall keep proper financial records to account for same. The society will permit the municipality, at all reasonable times, to inspect and audit such records and shall make such reports of monies available when requested in writing.
- (b) The society shall keep full and accurate records of all animals taken into custody and impoundment, showing the date, place, reason, and manner whereby animals were brought into custody with a description of the animal and a record of its final disposition and shall make such reports of such records available when requested in writing.

**Section 1.05 Assume Responsibility for Owner and Agent Acts**

- (a) The society shall at its own cost and expense, carry insurance for the benefit of and to protect itself against all claims, demands, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same. The society shall, at its own cost and expense, cause to be bonded, all its agents, who in the exercise of their duties, collect and have custody of public monies.

**Section 1.06 Contract Not Assignable**

- (a) The society shall not have the right, authority, or power to sell, mortgage, or assign this contract or the powers granted to it without the prior consent of the municipality.

**Article II. Responsibilities of the Municipality**

In compliance with the terms and conditions of this contract, the municipality shall:

**Section 1.01 Supply all Licenses**

The municipality shall purchase and supply to the public all such pet licenses, certificates, numbered (metallic) tags, and receipt forms as shall be required by the state or county in carrying out of its responsibility under law.

**Section 2.01 Animal Control and Rescue of Animals**

- (a) The municipality is responsible for animal control training and services within their boundaries as specified in Chapter 174 of Wisconsin Statutes. The municipality shall be responsible for the search and rescue of any covered injured animal or any covered animal which is trapped or is otherwise unnaturally restrained. The municipality shall be responsible for transporting such animals to the society's shelter in a humane manner.
- (b) Any seizure of animals in excess of quantity of 10 shall be construed as a large scale influx, and shall not be the sole financial and physical responsibility of the shelter. The municipality will be required to assist in the financial and medical care and placement of the animals.

*Section 2.02*      **Issuance of Fines**

The municipality is responsible for the issuance of fines within their jurisdiction and the collection thereof.

*Section 2.03*      **Method of Payment, How Computed**

- (a) The one-year contract payment shall be computed on a per capita rate based on the human population estimated in the municipality to be served.
- (b) The one-year contract shall be computed at a rate of \$2.09 per capita for 2025.
- (c) It is understood and agreed that the contract sum shall be paid annually or quarterly with payments due upon receipt of the society's statement.

2025 cost to the municipality:

Contract rate of **\$2.09** per capita of **16,591** City of Menomonie residents = *yearly total of \$34,675.19*, or quarterly total of **\$8,668.80**

**Article III.      Contract Length**

*Section 3.01*      It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for one year from the date hereof. However, it is fully agreed that during the contract period, this contract may be terminated by either party upon 90 days written notice to the other of an intention to terminate this agreement or enter into a new agreement.

*Section 3.02*      It is mutually understood and agreed to by the parties hereto that the municipality will defend this contract with all due and proper diligence should it be challenged by any action in law.

In witness whereof, the parties hereto have signed these presents and affixed their seals the day and year first above written.

\_\_\_\_\_  
City of Menomonie Representative

\_\_\_\_\_  
Date

  
\_\_\_\_\_

10/4/2024  
\_\_\_\_\_

Shelter Manager, Dunn County Humane Society

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 and City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** Award Menomonie Public Library Vibrant Spaces Phase I Contract  
**DATE:** November 6, 2024 City Council Meeting

The City of Menomonie received, on behalf of Menomonie Public Library, a Vibrant Spaces Grant in the amount of \$44,250 for the Vibrant Spaces Phase I Project. The City previously allocated \$29,000 of ARPA funding toward the Project. Menomonie Public Library is responsible for the remainder of the project funding.

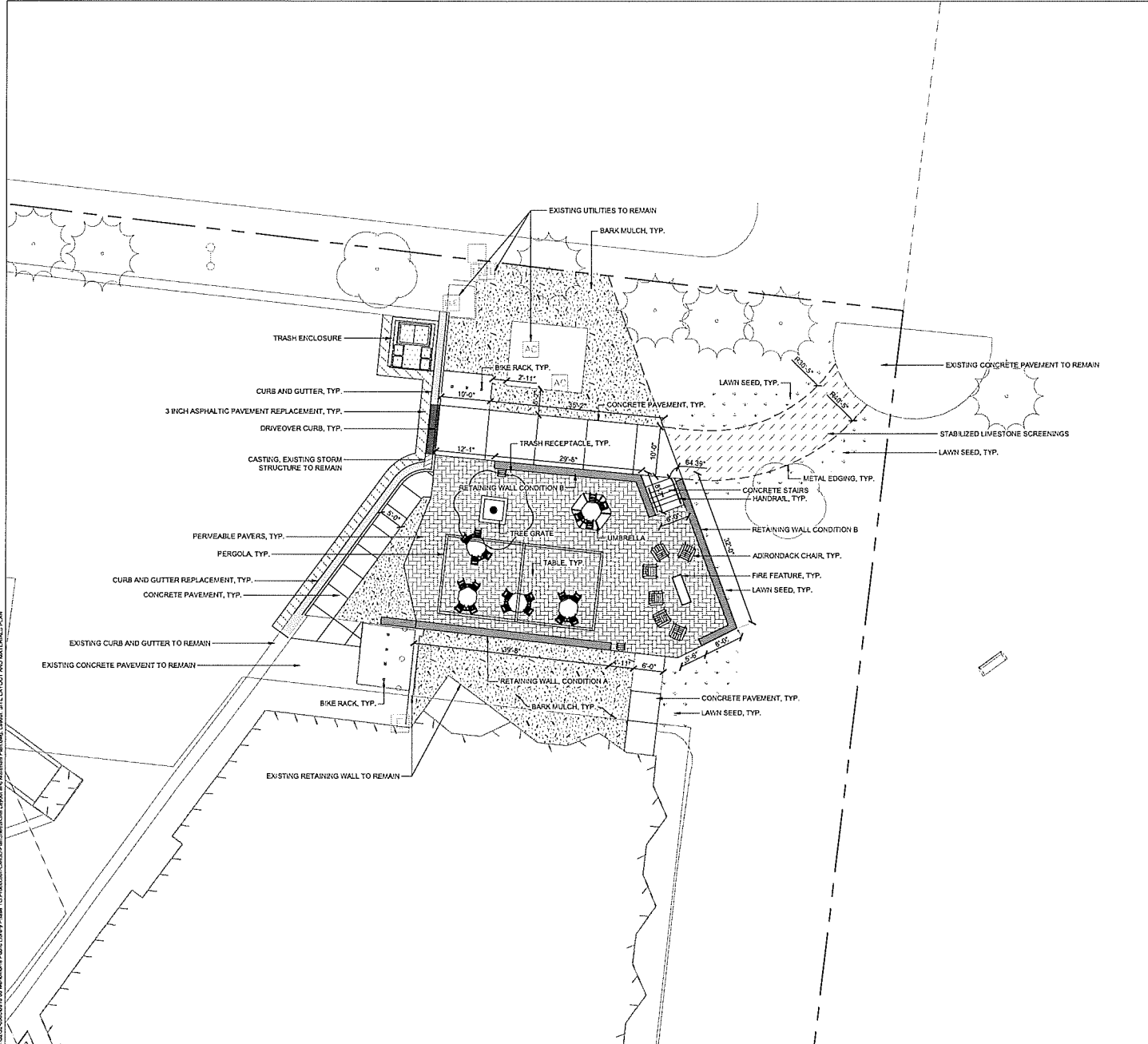
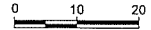
MPL hired Ayres Associates to prepare the plans and bidding documents for the project. Ayres solicited and opened public bids for the Project on October 23, 2024. Three bids were received. The low bid from Haas Sons, Inc. of Thorp, Wisconsin was in the amount of \$353,460.90. Unfortunately, the low bid exceeded the available funds for the project.

The Library Board met to review the bids on October 30, 2024. The Library Board recommended to eliminate the pergola, trash enclosure and fire feature from the project and award the remaining work to Haas Sons, Inc. The Library Board felt that the eliminated items could be added at a later date if/when fundraising allows.

Base Bid	\$353,460.09
Less Pergola	(\$66,050.00)
Less Trash Enclosure	(\$26,125.00)
Less Fire Feature	(\$16,245.00)
Base Bid with Adjustments	\$245,040.90

Please note that Haas Sons, Inc. is the low bidder in both the Base Bid and Base Bid with Adjustments scenarios.

If the City Council concurs, the appropriate motion would be ***Award the Menomonie Public Library Vibrant Spaces Phase I contract to Haas Sons, Inc without the Pergola, Trash Enclosure and Fire Feature, at a cost of \$245,040.90 to be funded with \$29,000 from ARPA, \$44,250 from the Vibrant Spaces Grant and the remainder from Menomonie Public Library Funds*** (roll call vote).



**GENERAL NOTES**

1. ANY MISCELLANEOUS ITEMS OR MATERIALS NOT SPECIFICALLY NOTED, BUT REQUIRED FOR THE PROPER EXECUTION, INSTALLATION, OR PERFORMANCE OF THE WORK, SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
2. THE LIMITS OF WORK DESCRIBED IN THE DRAWINGS ARE APPROXIMATE. THE WORK REQUIRED OUTSIDE THESE LIMITS WHICH IS NEEDED TO MEET THE INTENT OF THE DRAWINGS IS THE RESPONSIBILITY OF THE CONTRACTOR. RESTORATION OF THIS ADDITIONAL AREA WILL BE AT THE COST OF THE CONTRACTOR.
3. ALL CONNECTIONS TO EXISTING WORK SHALL BE SMOOTH AND CONTINUOUS, AND MAINTAIN POSITIVE DRAINAGE.
4. ALL CONCRETE JOINTS ARE TO BE SAWCUT UNLESS NOTED OTHERWISE.
5. SCORE JOINTS SHALL BE LOCATED IN CRITICAL POINTS AND SPACED EVENLY BETWEEN THOSE CRITICAL POINTS SHOWN ON THE PLAN.
6. POINTS OF TANGENCY FOR ALL RADI TO BE SMOOTH AND CONTINUOUS. FIELD ADJUST IF NECESSARY.
7. DIMENSIONS ARE PROVIDED FOR CONVENIENCE, CONTRACTOR TO VERIFY WITH STAKING IN THE FIELD.

**LEGEND**

- PERMEABLE PAVERS
- BARK MULCH
- LAWN SEED
- STABILIZED LESTONE SCREENINGS
- APPROXIMATE LIMITS OF WORK
- METAL EDGING
- RETAINING WALL
- TABLE
- ADIRONDACK CHAIR
- FIRE FEATURE
- BIKE RACK
- TRASH RECEPTACLE
- TRASH ENCLOSURE
- PERGOLA

MENOMONIE PUBLIC LIBRARY PLAZA

MENOMONIE PUBLIC LIBRARY

600 WOLSKEL BAY RD. MENOMONIE, WI 54751

Designed By: TW	
Created By: TR, CS	
REVISIONS	
MARK	DESCRIPTION

Project Number: 52-0910.00  
 Set Type: 100% CD SET  
 Issue Date: 10/9/2024

SITE LAYOUT AND MATERIALS PLAN

C400

J:\Projects\102025-0500010-00 Menomonie Public Library\Sheet 103 Production\CD\103\Sheet103a.dwg  
 User: JTW  
 Date: 10/9/2024 10:00:00 AM



# BID TABULATION

PROJECT: Menomonie Public Library Plaza Menomonie, Wisconsin		Haas Sons, Inc. 203 E Birch St Thorp WI 54771 715.669.5469 fax 715.669.5452 <a href="mailto:bidding@haas4.com">bidding@haas4.com</a>		Pember Companies N4449 469th Street Menomonie WI 54751 715.235.0316 fax 715.235.9006 <a href="mailto:estimating@pembercompanies.com">estimating@pembercompanies.com</a>		Urban Companies LLC 3781 Labore Rd Saint Paul MN 55110 651.248.9830 fax 651.426.3554 <a href="mailto:gurban@urbancompaniesusa.com">gurban@urbancompaniesusa.com</a>				
BID DEADLINE: October 23, 2024 11:00am, Local Time										
	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
STORM SEWER										
1	1	Castings	EA	1	\$1,075.00	\$1,075.00	\$1,100.00	\$1,100.00	\$1,250.00	\$1,250.00
					Subtotal for Storm Sewer	\$1,075.00		\$1,100.00		\$1,250.00
SITE IMPROVEMENTS										
2	2	Mobilization	LS	1	\$31,000.00	\$31,000.00	\$27,935.00	\$27,935.00	\$85,000.00	\$85,000.00
3	3	Inlet Protection	EA	1	\$125.00	\$125.00	\$100.00	\$100.00	\$400.00	\$400.00
4	4	Silt Fence	LF	172	\$4.00	\$688.00	\$3.70	\$636.40	\$7.00	\$1,204.00
5	5	Track Out Contol	EA	1	\$350.00	\$350.00	\$950.00	\$950.00	\$3,000.00	\$3,000.00
6	6	Tree Protection Fencing	LF	245	\$5.00	\$1,225.00	\$4.45	\$1,090.25	\$7.00	\$1,715.00
7	7	Clearing and Grubbing	LS	1	\$1,750.00	\$1,750.00	\$800.00	\$800.00	\$5,000.00	\$5,000.00
8	8	Demolition	LS	1	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
9	9	Pavement Removal	SY	92	\$12.00	\$1,104.00	\$13.15	\$1,209.80	\$20.00	\$1,840.00
10	10	Curb and Gutter Removal	LF	57	\$10.00	\$570.00	\$15.15	\$863.55	\$25.00	\$1,425.00
11	11	Earthwork	LS	1	\$5,000.00	\$5,000.00	\$18,000.00	\$18,000.00	\$40,000.00	\$40,000.00
13	13	Aggregate Base Course	CY	30	\$80.00	\$2,400.00	\$93.00	\$2,790.00	\$100.00	\$3,000.00
14	14	3 Inch Asphaltic Pavement Replacement	SY	14	\$210.00	\$2,940.00	\$240.00	\$3,360.00	\$100.00	\$1,400.00
15	15	24 Inch Curb and Gutter Replacement	LF	40	\$32.00	\$1,280.00	\$32.80	\$1,312.00	\$100.00	\$4,000.00
16	16	Permeable Pavers	SF	1875	\$31.22	\$58,537.50	\$34.30	\$64,312.50	\$35.00	\$66,625.00
17	17	6 Inch Concrete Pavement	SF	835	\$7.35	\$6,137.25	\$7.50	\$6,262.50	\$20.00	\$16,700.00
18	18	Concrete Stair	LF	6	\$472.50	\$2,835.00	\$490.00	\$2,940.00	\$2,000.00	\$12,000.00
19	19	Handrail	LF	11	\$478.80	\$5,266.80	\$480.00	\$5,280.00	\$600.00	\$6,600.00
20	20	Limestone Screenings	CY	4	\$1,200.00	\$4,800.00	\$2,360.00	\$9,440.00	\$500.00	\$2,000.00
21	21	Bike Rack	EA	7	\$1,250.00	\$8,750.00	\$1,575.00	\$11,025.00	\$1,000.00	\$7,000.00
22	22	Chairs	EA	6	\$1,750.00	\$10,500.00	\$1,260.00	\$7,560.00	\$1,500.00	\$9,000.00
23	23	Trash Receptacles	EA	2	\$3,252.50	\$6,505.00	\$3,935.00	\$7,870.00	\$5,000.00	\$10,000.00
24	24	Pergola	EA	1	\$66,050.00	\$66,050.00	\$59,900.00	\$59,900.00	\$100,000.00	\$100,000.00
25	25	Trash Enclosure	EA	1	\$26,125.00	\$26,125.00	\$28,215.00	\$28,215.00	\$55,000.00	\$55,000.00
26	26	Fire Feature	EA	1	\$16,245.00	\$16,245.00	\$15,775.00	\$15,775.00	\$15,000.00	\$15,000.00
27	27	Umbrellas	EA	1	\$5,650.00	\$5,650.00	\$6,300.00	\$6,300.00	\$8,000.00	\$8,000.00
28	28	Tables	EA	5	\$5,850.00	\$29,250.00	\$6,765.00	\$33,825.00	\$9,000.00	\$45,000.00
29	29	Tree Grates	EA	1	\$4,000.00	\$4,000.00	\$4,400.00	\$4,400.00	\$3,000.00	\$3,000.00
30	30	Retaining Wall	SF	394	\$81.38	\$32,063.72	\$121.50	\$47,871.00	\$75.00	\$29,550.00
31	31	Lawn Seed	SF	650	\$9.45	\$6,142.50	\$1.45	\$942.50	\$1.00	\$650.00
32	32	Bark Mulch	CY	15.5	\$57.75	\$895.13	\$99.40	\$1,540.70	\$100.00	\$1,550.00
33	33	Metal Edging	LF	32	\$15.75	\$504.00	\$17.90	\$572.80	\$50.00	\$1,600.00
34	34	Ornamental Grasses	EA	80	\$21.00	\$1,680.00	\$27.50	\$2,200.00	\$35.00	\$2,800.00
35	35	Deciduous Shrubs	EA	20	\$68.25	\$1,365.00	\$51.80	\$1,036.00	\$100.00	\$2,000.00
36	36	Deciduous Tree	EA	3	\$840.00	\$2,520.00	\$820.00	\$2,460.00	\$1,250.00	\$3,750.00
37	37	Perennials	EA	292	\$21.00	\$6,132.00	\$25.80	\$7,533.60	\$35.00	\$10,220.00
38	38	Contractor Donation	LS	1	(\$1,500.00)	(\$1,500.00)	(\$15,000.00)	(\$15,000.00)	\$0.00	
					Subtotal for Site Improvements	\$352,385.90		\$372,808.60		\$560,029.00
Total Base Bid Amount (Line Items 1 thru 38)						\$353,460.90		\$373,908.60		\$561,279.00
Addendum No. 1 Acknowledged (Yes/No)						yes		yes		yes
Bid Security/Type						10% Bid Bond		10% Bid Bond		10% Bid Bond
Apparent Low Bid						***				

Base Bid	\$353,460.90	\$373,908.60	\$561,279.00
Less #24 Pergola	(\$66,050.00)	(\$59,900.00)	(\$100,000.00)
Less #25 Trash Enclosure	(\$26,125.00)	(\$28,215.00)	(\$55,000.00)
Less #26 Fire Feature	(\$16,245.00)	(\$15,775.00)	(\$15,000.00)
<b>Base Bid with Adjustments</b>	<b>\$245,040.90</b>	<b>\$270,018.60</b>	<b>\$391,279.00</b>



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 and City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** Revised State/Municipal Financial Agreements for USH 12, STH 25 and STH 29  
**DATE:** November 6, 2024 City Council Meeting

WisDOT will be resurfacing a portion of USH 12, STH 25 and STH 29 located within Downtown Menomonie in approximately five years. The project will include milling the existing concrete surface and overlaying with asphalt, similar to the recent improvements on Stout Road.

For projects of this type, WisDOT is responsible for the traffic lanes and the City is responsible for the parking lanes and sidewalks.

WisDOT has provided four (4) State/Municipal Financial Agreements for the City's consideration. Three (3) of the agreements are revisions of prior agreements to reflect updated cost share arrangements. The last agreement is new.

As shown below, the total project cost is estimated to cost \$8,051,200. The City's share is estimated to be \$800,512 or 9.9%. The remainder of the project will be funded by WisDOT.

<u>Project #</u>	<u>Roadway</u>	<u>Limits</u>	<u>Total Project</u>	<u>State/Fed Share</u>	<u>City Share (\$)</u>	<u>City Share (%)</u>
7600-00-03/73	USH 12	4th Avenue West to 6th Street East	\$ 3,609,600.00	\$ 3,263,008.00	\$ 346,592.00	9.6%
7610-00-08/78	STH 29	STH 25 South to USH 12 East	\$ 960,000.00	\$ 856,070.00	\$ 103,930.00	10.8%
7610-00-09/79	STH 29	River Road to STH 25 South	\$ 1,100,800.00	\$ 1,006,000.00	\$ 94,800.00	8.6%
7220-00-09/79	STH 25	12th Avenue West to USH 12 East	\$ 2,380,800.00	\$ 2,125,610.00	\$ 255,190.00	10.7%
	<b>Total</b>		<b>\$ 8,051,200.00</b>	<b>\$ 7,250,688.00</b>	<b>\$ 800,512.00</b>	<b>9.9%</b>

City Staff recommends approval of the State/Municipal Financial Agreements for USH 12, STH 25 and STH 29. If approved, City Staff will include these costs in future years budgets.

If the City Council concurs, the appropriate motion would be **Approve four (4) State/Municipal Financial Agreements with WisDOT for USH 12, STH 25 and STH 29, as presented** (roll call vote).



**REVISION #1**

**STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT**

*This agreement supersedes the agreement signed by the Municipality on February 11, 2022 and signed by the State on February 11, 2022.*

**Revision #1 Date: September 30, 2024**

Date: March 23, 2021

I.D.: 7600-00-03/73

Road Name: USH 12

Limits: 4<sup>th</sup> Ave West to 6<sup>th</sup> Street East

County: Dunn

Roadway Length: 0.38 miles

The signatory, **City of Menomonie**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** USH 12 is a principal arterial roadway. The segment is connecting highway within the City of Menomonie. It was last reconstructed in 1996 and the existing pavement has reached the end of its useful life.

**Proposed Improvement - Nature of work:** The proposed improvement is a pavement resurfacing. Other proposed improvements include intersection modifications, traffic signals replacement, sidewalk replacements, curb & gutter replacements, inlet replacement, removing brick pavers, adjusting inlet & manhole covers, adjusting water valves, coloring concrete, curb ramp upgrades, pavement marking, and any other items necessary to complete the work.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** Non-participating items include parking lane resurfacing, curb epoxy markings, parking stall markings, sidewalk replacements (including removal of brick pavers), adjusting manholes, and adjusting water valves.

TABLE 1: SUMMARY OF COSTS					
PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
<b>ID 7600-00-03</b>					
<b>Preliminary Engineering:</b>					
Plan Development & State Review	\$ 507,600.00	\$ 380,700.00	75%	\$ 126,900.00	25%*
<b>ID 7600-00-73**</b>					
<b>Construction:</b>					
Participating Construction	\$ 2,876,500.00	\$ 2,876,500.00	100%	\$ -	0%
Non-Participating Construction					
City Items***	\$ 218,240.00	\$ -	0%	\$ 218,240.00	100%
CSD Amenities****	\$ 7,260.00	\$ 5,808.00	80% MAX	\$ 1,452.00	20% + BAL
<b>Total Est. Cost Distribution</b>	<b>\$ 3,609,600.00</b>	<b>\$ 3,263,008.00</b>		<b>\$ 346,592.00</b>	

Costs are estimated in current year dollars. Inflation may occur between the time of this agreement and project letting.

\*\*In accordance with Department policy for Connecting Highways, the City will contribute 25% of the design costs.

\*\*Costs include construction engineering.

\*\*\*City roadway items include parking lane resurfacing, curb epoxy markings, parking stall markings, sidewalk replacements (including removal of brick pavers), adjusting manholes, and adjusting water valves.

\*\*\*\*Community Sensitive Design (CSD) amenities considered to be the preference of the community are funded with 80% federal funding up to a maximum of \$5,808.00. No state funding is permitted for CSD amenities. Costs in excess of the CSD funding limit shall be the responsibility of the Municipality. See Item 8 for Terms and Conditions.

This request is subject to the terms and conditions that follow (pages 2 – 5); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the <b>City of Menomonie</b>	
Name	Title
Signature	Date
Signed for and on behalf of the <b>State</b>	
Name	Title
Signature	Date



## TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
  - (k) Eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community, not to exceed CSD funding limit for the project.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
  - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.

- (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
- (f) Parking lane costs.
- (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
- (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
- (i) Conditioning, if required, and maintenance of detour routes.
- (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
- (k) 20% of costs of eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community up to the CSD funding limit for the project, plus 100% of costs of eligible CSD amenities in excess of the CSD funding limit for the project.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.

6. The work will be administered by the State and may include items not eligible for federal/state participation.

7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. Basis for local participation:

(a) 7600-00-03 Design Costs: The project within the City of Menomonie is connecting highway. Design costs will be 75% funded with Federal/State funds when the Municipality provides the remaining 25%, based on the Department’s policy for connecting highways.

(b) 7600-00-73 Construction Costs:

a. There is no local cost share for general roadway construction costs.

b. Non-Participating Construction: Non-participating costs are ineligible for federal/state funding and will be 100% funded by the Municipality. Non-participating items include parking lane resurfacing, curb epoxy markings, parking stall markings, sidewalk replacements (including removal of brick pavers), adjusting manholes, and adjusting water valves.

(c) CSD amenities are funded with 80% Federal funding up to a maximum of \$5,808.00 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD funding limit. CSD amenities included in the project are:

a. Colored Concrete

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed

statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



**REVISION #1**

**STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT**

*This agreement supersedes the agreement signed by the Municipality on February 11, 2022 and signed by the State on February 11, 2022.*

Revision #1 Date: **September 30, 2024**

Date: **March 23, 2021**

I.D.: **7610-00-08/78**

Road Name: **STH 29**

Limits: **STH 25 S to USH 12 E**

County: **Dunn**

Roadway Length: **0.19 miles**

The signatory, **City of Menomonie**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** STH 29 is a principal arterial roadway. The segment is connecting highway within the City of Menomonie. It was last reconstructed in 1997 and the existing pavement has reached the end of its useful life.

**Proposed Improvement - Nature of work:** The proposed improvement includes pavement resurfacing. Proposed improvements also include sidewalk replacements, driveway replacements, bump out additions, curb & gutter replacements, inlet replacements, removing brick pavers, adjusting inlet covers, adjusting manhole covers, adjusting water valves, coloring concrete, remove storm sewer, curb ramp upgrades, pavement marking, restoration, and any incidental items necessary to complete the work.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** Non-participating work includes parking lane resurfacing, curb epoxy markings, parking stall markings, spot driveway/sidewalk replacements (not at curb ramps), adjusting manholes, adjusting manholes, and adjusting water valves.

TABLE 1: SUMMARY OF COSTS					
PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
<b>ID 7610-00-08</b>					
<b>Preliminary Engineering:</b>					
Plan Development & State Review	\$ 135,000.00	\$ 101,250.00	75%	\$ 33,750.00	25%*
<b>ID 7610-00-78**</b>					
<b>Construction:</b>					
Participating Construction	\$ 754,600.00	\$ 754,600.00	100%	\$ -	0%
Non-Participating Construction					
City Items***	\$ 70,125.00	\$ -	0%	\$ 70,125.00	100%
CSD Amenities ****	\$ 275.00	\$ 220.00	80% MAX	\$ 55.00	20% + BAL
<b>Total Est. Cost Distribution</b>	<b>\$ 960,000.00</b>	<b>\$ 856,070.00</b>		<b>\$ 103,930.00</b>	

Costs are estimated in current year dollars. Inflation may occur between the time of this agreement and project letting.

\*In accordance with Department policy for Connecting Highways, the City will contribute 25% of the design costs.

\*\*Costs include construction engineering.

\*\*\*City roadway items include parking lane resurfacing, curb epoxy markings, parking stall markings, spot driveway/sidewalk replacements (not at curb ramps), adjusting manholes, adjusting manholes, and adjusting water valves.

\*\*\*\*Community Sensitive Design (CSD) amenities considered to be the preference of the community are funded with 80% federal funding up to a maximum of \$220.00. No state funding is permitted for CSD items. Costs in excess of the CSD funding limit shall be the responsibility of the Municipality. See Item 8 of Terms and Conditions.

This request is subject to the terms and conditions that follow (pages 2 – 5); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the <b>City of Menomonie</b>	
Name	Title
Signature	Date
Signed for and on behalf of the <b>State</b>	
Name	Title
Signature	Date

## TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
  - (k) Eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community, not to exceed CSD funding limit for the project.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
  - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of

the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

- (f) Parking lane costs.
- (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
- (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
- (i) Conditioning, if required, and maintenance of detour routes.
- (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

(k) 20% of costs of eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community up to the CSD funding limit for the project, plus 100% of costs of eligible CSD amenities in excess of the CSD funding limit for the project.

- 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
- 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.
- 6. The work will be administered by the State and may include items not eligible for federal/state participation.
- 7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- 8. Basis for local participation:
  - (a) 7610-00-08 Design Costs: The project within the City of Menomonie is connecting highway. Design costs will be 75% funded with Federal/State funds when the Municipality provides the remaining 25%, based on the Department's policy for connecting highways.

(b) 7610-00-78 Construction Costs:

- a. Non-Participating Construction: Non-participating costs are ineligible for federal/state funding and will be 100% funded by the Municipality. Non-participating items include parking lane resurfacing, curb epoxy markings, parking stall markings, include parking lane resurfacing, curb epoxy markings, parking stall markings, spot driveway/sidewalk replacements (not at curb ramps), adjusting manholes, and adjusting water valves.

(c) CSD amenities are funded with 80% Federal funding up to a maximum of \$220.00 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD funding limit. CSD amenities included in the project are:

- Colored Concrete

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.





**STATE/MUNICIPAL FINANCIAL  
AGREEMENT FOR A STATE- LET  
HIGHWAY PROJECT**

Date: **October 4, 2024**  
I.D.: **7610-00-09/79**  
Road Name: **STH 29**  
Limits: **River Road to STH 25 South**  
County: **Dunn**  
Roadway Length: **0.39 Miles**

The signatory, **City of Menomonie**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** STH 29 is a principal arterial roadway. The segment is connecting highway within the City of Menomonie.

**Proposed Improvement - Nature of work:** The proposed improvement is pavement resurfacing on STH 29. The proposed improvements also include guardrail replacement, spot curb & gutter/sidewalk/driveway replacement, adjusting inlet covers, adjusting manhole covers, adjusting water valves, curb ramp upgrades, pavement marking, and any other items necessary to complete the work.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** Non-participating items include adjusting manholes, adjusting water valves, spot driveway/sidewalk replacement (not at curb ramps) and curb epoxy markings.

TABLE 1: SUMMARY OF COSTS					
PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
<b>ID 7610-00-09</b>					
<b>Preliminary Engineering:</b>					
Plan Development & State Review	\$ 154,800.00	\$ 116,100.00	75%	\$ 38,700.00	25%*
<b>ID 7610-00-79**</b>					
<b>Construction:</b>					
Participating Construction	\$ 889,900.00	\$ 889,900.00	100%	\$ -	0%
Non-Participating Construction					
City Items***	\$ 56,100.00	\$ -	0%	\$ 56,100.00	100%
<b>Total Est. Cost Distribution</b>	<b>\$ 1,100,800.00</b>	<b>\$ 1,006,000.00</b>		<b>\$ 94,800.00</b>	

Costs are estimated in current year dollars. Inflation may occur between the time of this agreement and project letting.

\*In accordance with Department policy for Connecting Highways, the City will contribute 25% of the design costs.

\*\*Estimates include construction engineering.

\*\*\*City roadway items include adjusting manholes, adjusting water valves, spot driveway/sidewalk replacement (not at curb ramps) and curb epoxy markings.

This request is subject to the terms and conditions that follow (pages 3 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.


Signed for and on behalf of the <b>City of Menomonie</b>	
Name	Title
Signature	Date
Signed for and on behalf of the <b>State</b>	
Name	Title
Signature	Date

## **TERMS AND CONDITIONS:**

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers, and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
  - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
  - (f) Parking lane costs.

- (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
  - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
  - (i) Conditioning, if required, and maintenance of detour routes.
  - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
  5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.
  6. The work will be administered by the State and may include items not eligible for federal/state participation.
  7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  8. Basis for local participation:
    - (a) 7610-00-09 Design Costs: The project within the City of Menomonie is connecting highway. Design costs will be 75% funded with Federal/State funds when the Municipality provides the remaining 25%, based on the Department's policy for connecting highways.
    - (b) 7610-00-79 Construction Costs:
      - a. Participating Construction: There is no local cost share for general roadway construction costs.
      - b. Non-Participating Construction: Non-participating costs are ineligible for federal/state funding and will be 100% funded by the Municipality. Non-participating items include adjusting manholes, adjusting water valves, spot driveway/sidewalk replacement (not at curb ramps) and curb epoxy markings.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

 <p><b>REVISION #1</b></p> <p><b>STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT</b></p> <p><i>This agreement supersedes the agreement signed by the Municipality on February 11, 2022 and signed by the State on February 11, 2022.</i></p>	<p><b>Revision #1 Date: September 27, 2024</b></p> <p>Date: <b>March 22, 2021</b></p> <p>I.D.: <b>7220-00-09/79</b></p> <p>Road Name: <b>STH 25</b></p> <p>Limits: <b>12<sup>th</sup> Avenue to USH 12 East</b></p> <p>County: <b>Dunn</b></p> <p>Roadway Length: <b>0.51 miles</b></p>
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The signatory, **City of Menomonie**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** STH 25 is a principal arterial roadway. The segment is connecting highway within the City of Menomonie. It was last reconstructed in 1997 and the existing pavement has reached the end of its useful life.

**Proposed Improvement - Nature of work:** The proposed improvement is pavement resurfacing, including traffic signal modifications, adding curb bulb-outs, sidewalk replacements, driveway replacements, curb & gutter replacements, one inlet replacement, removing brick pavers, adjusting inlet & manhole covers, adjusting water valves, coloring concrete, curb ramp upgrades, pavement marking, and any other items necessary to complete the work.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** Non-participating items include parking lane resurfacing, curb epoxy markings, parking stall markings, spot driveway/sidewalk replacements (not at curb ramps) and adjusting manholes and water valves.

TABLE 1: SUMMARY OF ESTIMATED COSTS					
PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
<b>ID 7220-00-09</b>					
<b>Preliminary Engineering:</b>					
Plan Development & State Review	\$ 334,800.00	\$ 251,100.00	75%	\$ 83,700.00	25%*
<b>ID 7220-00-79**</b>					
<b>Construction:</b>					
Participating Construction	\$ 1,870,550.00	\$ 1,870,550.00	100%	\$ -	0%
Non-Participating Construction					
City Items***	\$ 170,500.00	\$ -	0%	\$ 170,500.00	100%
CSD Amenities ****	\$ 4,950.00	\$ 3,960.00	80% MAX	\$ 990.00	20% + BAL
<b>Total Est. Cost Distribution</b>	<b>\$ 2,380,800.00</b>	<b>\$ 2,125,610.00</b>		<b>\$ 255,190.00</b>	

Costs are estimated in current year dollars. Inflation may occur between the time of this agreement and project letting.

\*In accordance with Department policy for Connecting Highways, the City will contribute 25% of the design costs.

\*\*Estimates include construction engineering.

\*\*\*City roadway items includes parking lane resurfacing, curb epoxy markings, parking stall markings, spot driveway/sidewalk replacements (not at curb ramps), and adjustment of manholes and water valves.

\*\*\*\*Community Sensitive Design (CSD) amenities considered to be the preference of the community are funded with 80% federal funding up to a maximum of \$3,960.00. No state funding is permitted for CSD amenities. Costs in excess of the CSD funding limit shall be the responsibility of the Municipality. See Item 8 of Terms and Conditions.

This request is subject to the terms and conditions that follow (pages 2 – 5); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the <b>City of Menomonie</b>	
Name	Title
Signature	Date
Signed for and on behalf of the <b>State</b>	
Name	Title
Signature	Date

## TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
  - (k) Eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community, not to exceed CSD funding limit for the project.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
  - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of

the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

- (f) Parking lane costs.
- (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
- (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
- (i) Conditioning, if required, and maintenance of detour routes.
- (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

(k) 20% of costs of eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community up to the CSD funding limit for the project, plus 100% of costs of eligible CSD amenities in excess of the CSD funding limit for the project.

- 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
- 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.
- 6. The work will be administered by the State and may include items not eligible for federal/state participation.
- 7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- 8. Basis for local participation:
  - (a) 7220-00-09 Design Costs: The project within the City of Menomonie is connecting highway. Design costs will be 75% funded with Federal/State funds when the Municipality provides the remaining 25%, based on the Department's policy for connecting highways.

(b) 7220-00-79 Construction Costs:

i. There is no local cost share for general roadway construction costs.

ii. Non-Participating Construction: Non-participating costs are ineligible for federal/state funding and will be 100% funded by the Municipality. Non-participating items include parking lane resurfacing, curb epoxy markings, parking stall markings, spot driveway/sidewalk replacements (not at curb ramps), and adjustment of manholes and water valves.

(c) CSD amenities are funded with 80% Federal funding up to a maximum of \$3,960.00 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD funding limit. CSD amenities included in the project are:

- Colored Concrete

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.



Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



## Menomonie Fire Department



To: Mayor Knaack & City Council  
From: Dennis Klass, Fire Chief  
Re: Sale of used ambulance chassis  
Date: November 6, 2024 City Council Meeting

The fire department will be taking delivery of a refurbished ambulance at the end of November. With that delivery we would like to list for sale on Wisconsin Surplus a 2012 Ford F450 chassis with approximately 160,000 miles. Proceeds of the sale would be used to purchase updated equipment for the refurbished ambulance.



*City of Menomonie*  
Eric M. Atkinson

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

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TO: Mayor Knaack and Council  
FROM: Administrator Atkinson  
SUBJECT: Supportive Fire and Ambulance Agreement 2025  
DATE: November 3, 2024  
ATT: Agreement

Attached to this memorandum is a continuation of the Supportive Fire and Ambulance Agreement for January 1, 2025, through December 31, 2025. The agreement includes a cost-of-living adjustment and a catch-up fee. Chief Klass will be at the meeting to provide further background on the agreement.

If the council supports the agreement, the appropriate action is a motion to *Approve the Supportive Fire and Ambulance Agreement for January 1, 2025, through December 31, 2025.* (Simple Majority Vote)

## **SUPPORTIVE FIRE AND AMBULANCE AGREEMENT 2025**

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

### **RECITALS**

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

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

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

**WHEREAS**, the City and the District had a similar contract for 2024 (the "Previous Agreement") and wish to do an additional contract for 2025.

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

1. The City agrees to provide the District and the District agrees to pay the City for service as follows:

a. Fire Protection

(1) Standby fire protection at an annual fee to include storage and minor maintenance of District equipment as follows:

Year 2025- the 2024 fee from the Previous Agreement plus the 2024 COLA adjustment plus a \$5,000 catch-up fee (See Paragraph 2.)

b. Ambulance Service

(1) Rural ambulance service at an annual per capita fee as follows:

Year 2025 - \$26.00

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

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

2. For the year commencing January 1, 2025, the annual standby fire protection fee as described in Paragraph 1. of this Agreement will be adjusted from the prior year fee by the factor of the cost of living. The percentage change of the cost of living is defined as the percentage change in the Consumer Price Index (All Items Consumer Price Index for All Urban Consumers) for the period December 1, 2023, to December 1, of the following year, as published by the US Department of Labor, Bureau of Labor Statistics. In no event will the COLA reduce the standby fire protection fee below \$41,219.13.
3. The City agrees to include the insurable equipment of the District on its fire and casualty insurance policy. The premium amount attributable to the District equipment shall be reimbursed to the City by the District.
4. In addition to the services provided above and fees denominated, the City further agrees to provide to the District and the District agrees to pay to the City the following:
  - a. Semi-Annual Fire Inspections. The District shall pay the actual City personnel costs (wages and benefits) to perform the inspections.
  - b. The District shall be invoiced for all maintenance supplies used for the District's firefighting equipment, including but not limited to, oils, anti-freeze, etc.
  - c. The City shall bill the District and the District shall pay for 50% of the Radio Maintenance Agreement.
5. This Agreement shall be effective January 1, 2025, and continue through December 31, 2025 (the "Term").

**CITY OF MENOMONIE**

\_\_\_\_\_  
By: City Administrator

\_\_\_\_\_  
By: City Clerk

**MENOMONIE RURAL FIRE & AMBULANCE DISTRICT**

*Forest Johnson*  
\_\_\_\_\_  
By: President

*[Signature]*  
\_\_\_\_\_  
By: Vice President



**City of Menomonie**  
David Schofield

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

---

**TO:** Mayor Knaack and City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** 2025 Safety and Health Consulting Agreement with Keeping Safety Simple, LLC  
**DATE:** November 6, 2024 City Council Meeting

City Staff wishes to renew our safety and health consulting agreement with Keeping Safety Simple, LLC through December 31, 2025. The cost has been reduced from \$21,504 in 2024 to \$21,000 in 2025.

If the City Council concurs, the appropriate motion would be ***Approve Keeping Safety Simple, LLC contract for 2025 at a cost of \$21,000*** (roll call vote).

**Attachments:**

- Keeping Safety Simple, LLC Contract

# Keeping Safety Simple, LLC

## Safety and Health Consulting Agreement

This Safety and Health Consulting Agreement (this “Agreement”) is entered into as of 1/1/2025, between Keeping Safety Simple, LLC, and the City of Menomonie (the “Client”).

Client devises the services of Consultant for the purpose of assisting with the development of Client’s Safety Program and to act as a consultant for various safety and health issues, as further described below. In consideration of the agreements and covenants hereinafter set forth, the parties agree as follows:

**1. Consultant’s Responsibilities; Performance of the Services.** Consultant shall provide services relating to safety and health (the “Services”) as set forth on Schedule A hereto, which is hereby incorporated into and made part of this Agreement. In the event of a conflict between the terms of the Agreement and Schedule A, the terms of this Agreement shall prevail. Client acknowledges and agrees that this Agreement, including Schedule A, sets forth the sole duties, tasks and obligations of Consultant and that Client shall be solely responsible for performing all other duties, tasks and obligations that are not specifically identified in this Agreement as Consultant’s responsibility including, without limitation, the duties, tasks and obligations set forth in Section 2 below.

**2. Client’s Responsibilities.** As a condition to Consultant’s performance of the Services, Client shall (a) provide sufficient qualified personnel who are capable of performing Client’s duties, tasks and obligations under this Agreement; (b) provide Consultant with access to Client’s facility during Client’s normal business hours and otherwise as reasonably requested by Consultant in order to facilitate Consultant’s ability to timely perform the Services; and (c) perform such other duties and tasks as set forth on Schedule A. Client acknowledges and agrees that its failure to perform or to timely perform any of its duties or obligations under this Agreement may affect the timing, quality, and cost of Services to be provided by Consultant.

**3. Compensation. Fees and Expenses.** Client shall pay to Consultant the fees set forth on Schedule A for the Services rendered by Consultant.

**4. Confidential Information and Work Product.** Each party may disclose to the other party hereto certain information that it considers to be confidential and such information shall constitute “Confidential Information,” provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked “Confidential,” and further provided, in no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure hereunder or is independently developed by such party subsequent to such disclosure without reference to

Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, but not less than a reasonable degree of care, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

**4.2 Ownership of Proprietary Materials.** Each Party is and shall remain the owner of all right, title and interest in and to such party's proprietary materials, and all copies thereof, and in and to all of the related trade secrets, copyrights, patents and all other proprietary rights. Neither party shall obtain any right or license in and to the other party's proprietary materials.

**4.3 Ownership of Work Product.** Upon payment of all amounts due hereunder, title to all written work product delivered by Consultant under this Agreement (the "Work Product") shall vest in Client and Client shall have the perpetual right to use, copy, distribute and make derivative works from such copies. Notwithstanding the foregoing, Consultant shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by Consultant prior to the date of this Agreement or generated by Consultant under this Agreement, including all intermediate and partial versions thereof, and all proprietary rights therein (collectively, the "Consultant Knowledge"), provided that in no event shall any of Client's Confidential Information be deemed to be included in Consultant Knowledge.

**4.4 Survival.** The terms of this Section 4 shall survive any termination of this Agreement.

**5. Independent Contractor.** Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the parties for any purpose, including but not limited to, withholding for purposes of social security or income tax, or entitlement to vacation, insurance, retirement, or other employee benefits. The relationship of the parties is that of independent contractor and Client, and is governed solely by this Agreement. Neither party is authorized to act as agent for, or otherwise on behalf of the other party, and no action by either party shall bind the other party.



## **6. Warranty.**

**6.1 Services Warranty.** Consultant warrants that it shall perform the Services in a professional and workmanlike manner. In the event Consultant fails to perform any Services as provided in this agreement, Consultant's sole and exclusive obligation shall be to promptly take such action as may be reasonably necessary to correct such failure by way of further services and advice. Consultant shall not be responsible for any monetary damages for any reason, except under 6.3 below.

**6.2 Exclusion of Warranties.** Consultant makes no other express or implied representations or warranties with respect to the services to be performed by Consultant or any products that may result therefrom. Consultant disclaims all other express and implied warranties of merchantability and fitness for a particular purpose. Without limitation to the foregoing, Client acknowledges that Consultant has been hired for consultancy and advisory services only. Enforcement of all safety and health regulations shall be the sole responsibility of Client and shall not be the responsibility of the Consultant.

**6.3 Limitation of Liability.** Consultant and Client's total liability under this agreement for any cause whatsoever is limited to the amount actually paid by the Client to Consultant under this Agreement for the services that gave rise to such liability. Consultant and Client shall in no event be liable for any consequential, incidental, indirect, exemplary, punitive, special or similar damages including, without limitation, injury to person or property, loss of profits, loss of revenues, loss of data, or for cover and the like, even if Consultant has been advised of the likelihood of the occurrence of such damages.

## **7. Term and Termination.**

**7.1 Term and Termination Without Cause.** This Agreement shall commence on the date set forth first above and shall remain in effect until (a) the completion of the Services, unless an earlier date is specified on Schedule A, (b) terminated by either party as provided in Section 7.2; or (c) terminated by a party without cause upon ninety (90) calendar days' prior written notice to the other party. Notice shall be given in person and/or sent certified mail to N6166 Quanstrom Drive, Bruce, WI 54819.

**7.2 Termination for Default.** In the event of the failure of a party to perform any material obligation under this Agreement that is not cured within thirty (30) calendar days following receipt of written notice of such failure, the non-defaulting party shall have the right to terminate this Agreement and, subject to the terms of this Agreement, seek any and all remaining rights and remedies available to it at law and in equity.

## **8. Risk Allocation and Insurance.**

### **8.1 Risk Allocation.**

The Consultant shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Menomonie, and its officers, officials, agents, and employees against all loss or expense

(including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City of Menomonie or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Consultant's and/or Subcontractor's acts or omissions in the performance of this agreement, unless caused by or contributed to by the negligence of the city, its officers, officials, agents, or its employees.

Additionally, the City of Menomonie shall be liable to and hereby agrees to indemnify, defend and hold harmless the Consultant and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Consultant or its employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the City of Menomonie's acts or omissions in the performance of this agreement, unless caused by or contributed to by the negligence of the Consultant or its employees.

## **8.2 Insurance.**

The Consultant shall not commence work under this Contract, until the insurance required by the City of Menomonie has been obtained and corresponding certificate(s) of insurance have been approved by the City of Menomonie.

## **9. Miscellaneous.**

**9.1 Force Majeure.** Each party shall be excused from performance under this Agreement and shall have no liability to the other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the other party by an act of God, war, civil disturbance, court order, third party performance or nonperformance, strikes, work stoppages or other cause beyond its reasonable control, and such nonperformance shall not be a default under, or grounds for termination of, this Agreement. Notwithstanding the foregoing, if any of the above-enumerated circumstances prevent, hinder or delay performance of either party's obligations hereunder for more than thirty (30) calendar days, the party not prevented from performing may, at its option, terminate this Agreement without liability or penalty as of a date specified by such party in a written notice of termination to the other party.

**9.2 Entire Agreement; Construction.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless agreed to in writing and signed by authorized representatives of the parties. If any provision of this Agreement is found by any court of competent jurisdiction to be *invalid or unenforceable*, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect. No delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder shall operate as a waiver; any waiver must be in writing and signed by the party granting such waiver. The waiver by either party of a

breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any other breach or default. Headings contained in this Agreement are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.

**9.2 Notice Provisions.** All notices required or appropriate to be given under this Agreement shall be deemed to be given when delivered personally or by certified mail to Client or Consultant at their respective email or physical addresses set forth below or any other address that may be communicated by the parties to each other in writing.

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

Mark R...  
[Consultant's Signature]

10-28-2024  
[Date]

**CLIENT**

By: \_\_\_\_\_  
[Company Representative Signature]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE A STATEMENT OF SERVICES AND FEE SCHEDULE**

### **SERVICES**

**During the agreement term Consultant shall provide Safety Management Consulting Services to Client by:**

- **evaluating Client's existing safety plan and edit/augment said plan**
- **provide or recommend training with respect to safety issues and regulatory concerns to Client's employees**
- **provide and/or assist updating site specific written plans**
- **provide Safety/Risk Assessments to assist in prioritizing and managing risk**
- **participate, if requested and upon reasonable notice, in inspections and informal conferences conducted by governing entities and/or insurers, as well as any other meetings or conferences involving safety and health**

### **FEES**

**Consultant Fees will be charged by the hour. CLIENT has agreed to pay \$21,000 through the dates of 1/1/25 to 12/31/25. Total hours provided during 1/1/25 to 12/31/25 will be 168 hours or 21 days. Hours will be based on time spent working on Client's materials/projects which is not all inclusive to onsite time. Payment will be required in advance of service. Payments shall be made in two installments. The first payment will be DUE BY 2/1/25 of \$10,500. The second payment will be DUE BY 7/1/25 of \$10,500.**

### **TERM**

**The agreement shall remain effective as of 1/1/25 for a term of 12 months or until 12/31/25. If hours are not met for any reason upon written agreement from both party's service will be prorated at a rate of \$125 dollars per hour not served or discounted if a following term is continued during next term at a rate of \$125 per hour.**

### **CLIENT RESPONSIBILITIES**

- **Provide Workspace for Consultant during normal working hours as needed**
- **Provide Consultant administrative assistance as necessary to complete projects**
- **Provide Consultant with a main point of contact**
- **Allow participation of staff for required training**
- **Provide internet and printer access and office supplies used for your projects/materials**
- **Provide routine and appropriate feedback regarding Consultants Performance**



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 and City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** Resolution 2024-19 Resolution Declaring Intent to Reimburse – Pine Avenue  
**DATE:** November 6, 2024 City Council Meeting

The City will be reconstructing Pine Avenue from Wilson Street to Game Park Road in 2025. The City has received a WisDOT MSID Grant. The remainder of the project will be borne by the General Fund, Water Utility, Sewer Utility and Stormwater Utility.

The City may apply in summer 2025 for low interest loans, with or without principal forgiveness (i.e. “grant”) from the WisDNR Safe Drinking Water Loan Program (“SDWLP”) for the water main improvements. Because the project will be bid in late 2024, it is necessary for the City to pass a resolution to preserve funding eligibility for work that is completed prior to any SDWLP awards.

City Staff recommends passage of Resolution 2024-19.

If the City Council concurs, the appropriate motion would be ***Approve Resolution 2024-19, a Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing for Pine Avenue (Wilson Street to Game Park Road)*** (simple majority).

RESOLUTION 2024-19

**RESOLUTION DECLARING OFFICIAL INTENT  
TO REIMBURSE EXPENDITURES  
FROM PROCEEDS OF BORROWING**

**PINE AVENUE (WILSON STREET TO GAME PARK ROAD)**

WHEREAS, the Department of the Treasury has issued final regulations (Treas. Reg. Section 1.150-2) (the "Reimbursement Bond Regulations") that, for the purpose of determining whether interest on certain obligations of a state or local government is excluded from gross income for federal income tax purposes, permit the use of the proceeds of tax-exempt obligations to reimburse capital expenditures made prior to the date such obligations are issued only if the state or local government, within 60 days of the date of expenditure, declares its official intent to reimburse the expenditure with proceeds of a borrowing;

WHEREAS, the Reimbursement Bond Regulations require that if a current expenditure is to be permanently financed by a later issue of tax-exempt obligations a state or local government must declare its intention to reimburse itself for the expenditure from proceeds of a borrowing within 60 days from when the expenditure is made (the "Declaration of Official Intent");

WHEREAS, the Reimbursement Bond Regulations permit a state or local government to designate an official or employee to make Declarations of Official Intent on its behalf;

WHEREAS, the City Council of the Menomonie (the "Issuer") deems it to be necessary, desirable and in the best interest of the Issuer to authorize an official (or officials) or employee (or employees) of the Issuer to make a Declaration of Official Intent on its behalf when the Issuer reasonably expects to reimburse itself from the proceeds of a borrowing for certain expenditures for a specific property, project or program which it pays from other funds prior to the receipt of the proceeds of the borrowing with respect to such expenditures;

WHEREAS, the Governing Body hereby finds and determines that designating an official (or officials) or employee (or employees) with the authority to make Declarations of Official Intent will facilitate compliance with the Reimbursement Bond Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer, pursuant to Treas. Reg. Section 1.150-2(e)(1), that:

Section 1. Authorization to Declare Official Intent. The following officials or employees of the Issuer are hereby authorized and designated to make Declarations of Official Intent pursuant to the above-referenced Reimbursement Bond Regulations: the Mayor or City Clerk.

Section 2. Form of Declaration. Any such Declaration of Official Intent shall be made in substantially the form attached hereto.

Section 3. Public Availability. Any Declaration of Official Intent shall be maintained in the files of the Issuer and shall be made available for public inspection in compliance with

applicable State law governing the availability of records of official acts of the Governing Body including Subchapter II of Chapter 19, Wisconsin Statutes (the "Public Records Law").

Section 4. Further Authorizations. The officials or employees authorized and designated above are each hereby further authorized to take such other actions as may be necessary or desirable to comply or evidence compliance with the Reimbursement Bond Regulations.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption and approval.

Adopted, recorded and approved this 6th day of November, 2024.

---

Randy Knaack, Mayor

ATTEST:

---

Eric Atkinson, City Administrator

NO. \_\_\_\_\_

### DECLARATION OF OFFICIAL INTENT

This is a Declaration of Official Intent of the Menomonie (the "Issuer") to reimburse an expenditure with proceeds of a borrowing or borrowings authorized by the Issuer. This Declaration is made under and pursuant to Treas. Reg. Section 1.150-2. The undersigned has been designated as an official or employee authorized by the Issuer to make this Declaration of Official Intent pursuant to a Resolution adopted on November 6, 2024. This Declaration of Official Intent is a public record maintained in the files of the Issuer and is available for public inspection pursuant to Subchapter II of Chapter 19, Wisconsin Statutes.

The undersigned hereby declares that it is the reasonable expectation of the Issuer to use proceeds of a borrowing or borrowings to be incurred by the Issuer to reimburse expenditures for the property, project or program or from the fund(s)/account(s) described below:

1. Project\* description: Pine Avenue (Wilson Street to Game Park Road) Water Utility Improvements

\_\_\_\_\_  
(Provide a general functional description of the property, project or program for which the expenditure to be reimbursed is paid, e.g. "\_\_ building program", "highway capital improvement program", "hospital equipment acquisition", "combined utility improvement program", etc.)

OR

2. Identify fund(s)/account(s): General Fund or Water Utility

\_\_\_\_\_  
(Provide a general functional description of the purpose of the fund or account from which the expenditure to be reimbursed is paid, e.g. "construction fund program" and "parks and recreation fund" and "highway fund".)

The maximum principal amount of the borrowing or borrowings to be incurred to reimburse expenditures for the above-described purposes is reasonably expected, on the date hereof, to be \$550,000.

The Issuer intends to reimburse itself from borrowed funds within eighteen (18) months, (3 years if the Issuer is a "small issuer") after the later of (a) the date the expenditure is paid or (b) the date the facility is placed in service, but in no event more than 3 years after the expenditure is paid.

\_\_\_\_\_  
\* Each of the expenditures described must be one of the following: a capital expenditure (i.e. any cost which is properly chargeable to a capital account or would be so chargeable with a proper election), a cost of issuance for a bond, an expenditure relating to certain extraordinary working capital items, a grant, a qualified student loan, a qualified mortgage loan, or a qualified veterans' mortgage loan.



No money from sources other than the anticipated borrowing or borrowings is, or is reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer with respect to the expenditure, pursuant to the budgetary and financial circumstances of the Issuer as of the date of this Declaration.

Dated this 6<sup>th</sup> day of November, 2024.

By: \_\_\_\_\_  
Randy Knaack, Mayor



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 and City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** Resolution 2024-20, Acceptance of Public Street, Public Utility and Public Storm Water Improvements in Estover Terrace Subdivision  
**DATE:** November 6, 2024 City Council Meeting

Menomonie Development, LLC has completed the construction of public street, public utility and public storm water improvements in Estover Terrace, with the exception of street lighting, and has requested that the City accept the improvements.

Menomonie Development, LLC has provided proof that it has entered into a contract, and paid, Xcel Energy for the street lighting.

City Staff recommends approval of Resolution 2024-20. If approved, the City will provide snow removal for the winter of 2024/2025.

If the City Council concurs, the appropriate motion would be ***Approve Resolution 2024-20, a Resolution Accepting Public Street, Public Utility and Public Storm Water Improvements in the Estover Terrace Subdivision*** (roll call vote).

RESOLUTION NO. 2024-20

***ACCEPTANCE OF PUBLIC STREET, PUBLIC UTILITY  
AND PUBLIC STORMWATER IMPROVEMENTS  
IN ESTOVER TERRACE SUBDIVISION  
CITY OF MENOMONIE, WISCONSIN***

WHEREAS, the City of Menomonie and Menomonie Development, LLC entered into a Development Agreement dated April 4, 2023 regarding the construction of Estover Terrace Subdivision which will include 136 multi-family residential units, 14 zero lot line residential lots and 6 single family residential lots; and,

WHEREAS, the Development Agreement required Menomonie Development, LLC to prepare and record a subdivision plat creating the 11<sup>th</sup> Avenue East, 17<sup>th</sup> Street East, 18<sup>th</sup> Street East rights-of-way and various outlots and utility easements; and,

WHEREAS, the Development Agreement required Menomonie Development, LLC to construct public streets in the 11<sup>th</sup> Avenue East, 17<sup>th</sup> Street East, 18<sup>th</sup> Street East rights-of-way; and,

WHEREAS, the Development Agreement required Menomonie Development, LLC to construct public water mains, public sanitary sewers, public storm sewers in the 11<sup>th</sup> Avenue East, 17<sup>th</sup> Street East, 18<sup>th</sup> Street East rights-of-way and in a utility easement on Lot 23; and,

WHEREAS, the Development Agreement required Menomonie Development, LLC to construct public storm water ponds on Outlot 2 and Outlot 3; and,

WHEREAS, Menomonie Development, LLC has completed construction of the aforementioned improvements with the exception of the installation of street lights. Cedar Corporation observed construction and recommends acceptance. The Public Works Director concurs with this recommendation; and,

WHEREAS, Menomonie Development, LLC has requested the City of Menomonie accept the public improvements; and,

WHEREAS, Menomonie Development, LLC has agreed not to request release of remaining surety or TID incentives until or unless the installation of street lights has been completed.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Menomonie does hereby accept the public streets, public water mains, public sanitary sewers, public storm sewers and public storm water ponds listed above and will immediately commence operation and maintenance thereof.
2. This acceptance expressly excludes private driveways, private water laterals, private sewer

laterals, and private storm sewers serving Lots 1 through 23, including those portions located within public rights-of-way. These items shall be maintained by the owner of the property served thereby.

3. This acceptance also expressly excludes private storm water ponds on Lots 1, 22 and 23. These items shall be maintained by the owner of each property.
4. The City Council hereby authorizes release of remaining surety and TID incentives in accordance with the Development Agreement but not until the Director of Public Works confirms the installation of street lights is complete.

Adopted by the City Council of the City of Menomonie this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

CITY OF MENOMONIE

By: \_\_\_\_\_  
Mayor Randy Knaack, Mayor

Attest: \_\_\_\_\_  
Catherine Martin, Clerk



1411 Winchester Way, Suite 8  
Altoona, WI 54720  
Phone: 715-214-1360  
**CapVestPartner.com**

October 28, 2024

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

RE: Menomonie Development, LLC a/k/a Estover Terrace Public Improvements

Dear Mr. Schofield:

CapVest, LLC has completed the respective punch list items as you have previously noted for Estover Terrace excluding the installation of the street lights.

Menomonie Development, LLC requests the City of Menomonie to provisionally accept the public improvements on 11<sup>th</sup> Avenue S., 17<sup>th</sup> Street SE, and 18<sup>th</sup> Street contingent upon completion of the installation of the street lighting by Xcel Energy. MP Technologies installed all street light conduit starting on October 17<sup>th</sup> and completion on October 21<sup>st</sup>. Xcel Energy is scheduled to install street lights commencing on October 31<sup>st</sup>.

Menomonie Development, LLC is not requesting the release of the remaining surety being held for public improvements or TIF incentives (per development agreement between Menomonie Development, LLC and City of Menomonie dated March 31, 2023).

I have attached a copy of the executed Street Lighting New Construction Agreement with Xcel Energy. I have also attached a copy of our redacted bank account statement noting payment for services to Xcel Energy via ACH on September 18, 2024, in the amount of \$32,791.62.

Sincerely,

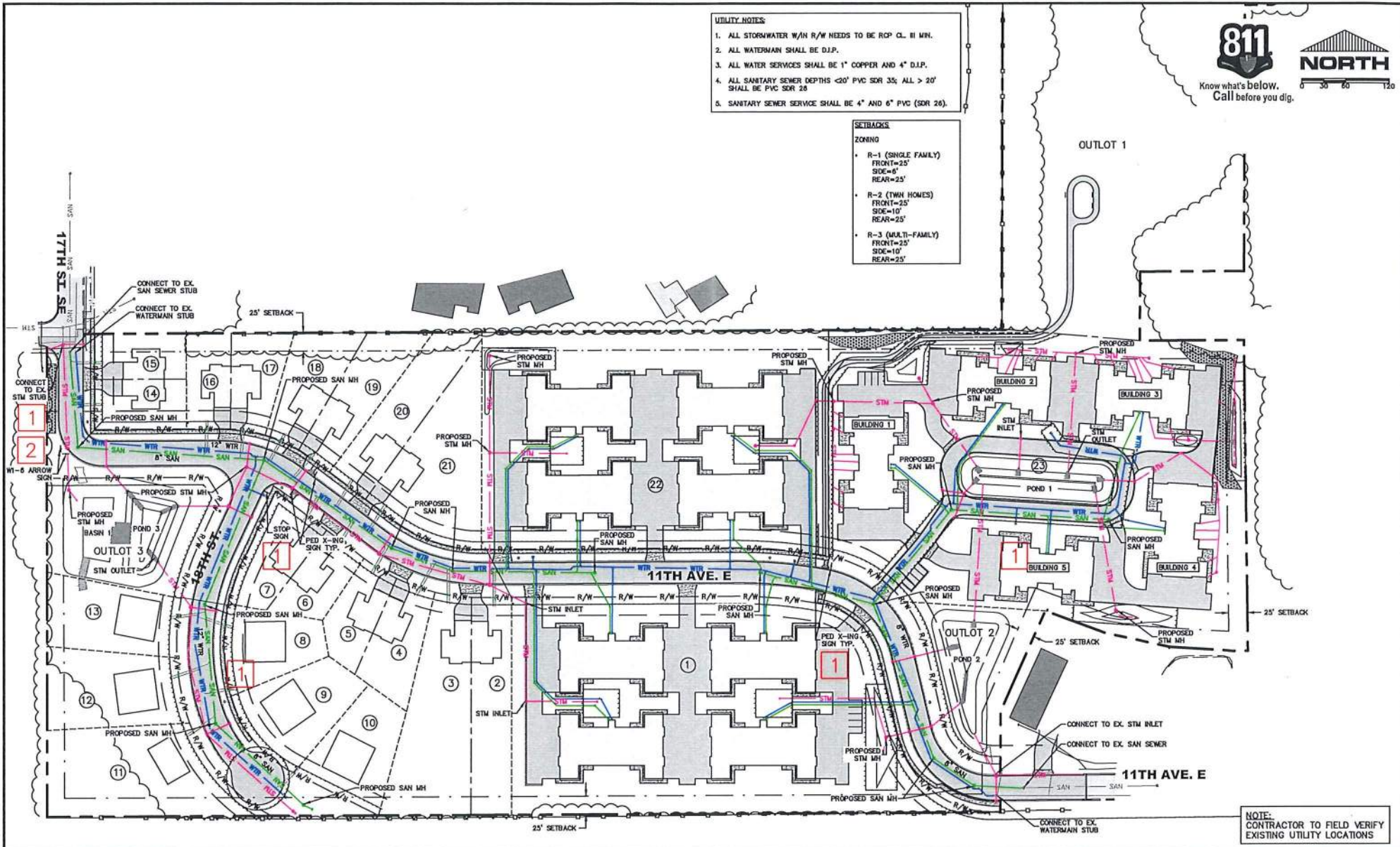
Trevor Bohland  
CEO

Enclosures

- UTILITY NOTES:**
1. ALL STORMWATER W/IN R/W NEEDS TO BE ROP CL. II MH.
  2. ALL WATERMAIN SHALL BE D.I.P.
  3. ALL WATER SERVICES SHALL BE 1" COPPER AND 4" D.I.P.
  4. ALL SANITARY SEWER DEPTHS <20' PVC SDR 35; ALL > 20' SHALL BE PVC SDR 28
  5. SANITARY SEWER SERVICE SHALL BE 4" AND 6" PVC (SDR 26).



- SETBACKS**
- ZONING**
- R-1 (SINGLE FAMILY)  
FRONT=25'  
SIDE=5'  
REAR=25'
  - R-2 (TWIN HOMES)  
FRONT=25'  
SIDE=10'  
REAR=25'
  - R-3 (MULTI-FAMILY)  
FRONT=25'  
SIDE=10'  
REAR=25'



**NOTE:**  
CONTRACTOR TO FIELD VERIFY  
EXISTING UTILITY LOCATIONS

NO.	DATE	DESCRIPTION	DRAWN BY	DESIGNED BY	CHECKED
1	03/03/23	ADDED STREET SIGNS, S/W AND X-ING ON 18TH ST. BLDG. NUMBERS	JRC	JRC	SPB
1	03/30/23	REVISED W/ - R ARROW SIGN LOCATIONS	JRC	JRC	SPB
		REVISIONS			

PROJ. NO.  
20010



ADVANCED ENGINEERING CONCEPTS  
1360 INTERNATIONAL DR  
EAU CLAIRE, WI 54701  
PH: 715-552-0330  
info@aec-engineering.com  
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OVERALL SITE & UTILITY PLAN

ESTOVER TERRACE  
MEMONIE DEVELOPMENT, LLC  
11TH AVE E  
MEMONIE, WI

DWG NAME	5
2020 PCS SITE/UTILITY	
DATE	02/2023
	26



## Street or Area Lighting New Construction Agreement

	Please Bill	Service Address
Customer Name	CAPVEST LLC	Project Name
Mailing Address	1411 WINCHESTER WAY STE 8	Street Address
Mailing Address		City, St Zip
Mailing Address	ALTOONA, WI 54720	County
Phone #	715-831-8000	Nearest Valid Address
Alt Phone #		
Paid by: If different		
Designer	Travis Werlein	
Office Number	7152327415	

Service Notification	14586148
Type of Work	Street / Area Light New Construction
Amount	\$32,791.62

AGREEMENT, made this date, 2024 12:15:18 GMT-0500 (Central St) by and between Northern States Power Company, a Wisconsin corporation and wholly owned subsidiary of Xcel Energy Inc., hereafter referred to as the "Company", and CAPVEST LLC hereinafter referred to as the "Customer".

Work to be performed involves:

**INSTALL SEVEN (7) STREET LIGHTS FOR THE ESTOVER TERRACE SUBDIVISION. PRICE ON INVOICE VALID FOR 90 DAYS OF STATEMENT DATE.**

- ◆ Unless indicated in the description above, Customer payment due does not include any blacktop/concrete removal or restoration that may be necessary to perform the work requested. Restoration – Company will leave site level and clean of debris and remove excess soil. The Customer is responsible for all restoration such as sod and/or black dirt & seed.
- ◆ Company will not be responsible for gas piping beyond the meter unless it is associated with a Company reconstruction project. Company is not responsible for any electrical wiring beyond the meter.
- ◆ Any Customer-owned underground facilities (e.g.: sprinkler system, water or electric lines to outbuildings, sewer/septic lines, etc.) must be clearly marked. Company will not be responsible for damage to unmarked Customer-owned underground facilities.
- ◆ The Customer agrees to pay all additional installation costs incurred by the Company because of: (a) adverse soil conditions, rock formation, frozen ground, etc.; (b) landscaping and/or paving of areas prior to installation.
- ◆ The Customer agrees to pay the cost of any relocation made to accommodate his needs or that may be required due to altering of grade after installation.
- ◆ The facilities installed shall be the property of the Company regardless of any payment made by the Customer.

**Keep one copy for your files & return the remaining signed copies via email or by US Mail, in the enclosed envelope. You will receive an invoice to submit payment at a later date. Both the contracts and payment must be received before the work will be added to the construction schedule. Thank You.**

XCEL ENERGY SIGNATURE	CUSTOMER SIGNATURE
Northern States Power Company	Legal Entity Name (if applicable): <b>CapVest, LLC</b>
By:  <b>Lori Gustafson</b>  Digitally signed by Lori Gustafson Date: 2024.09.30 12:15:18 -05'00'	Authorized Signer (see signing options below*): Signing Option 1 <input type="checkbox"/> AGREE Signing Option 2 (Signature below)  By:
Printed Name: <b>Lori Gustafson</b>	Printed Name: <b>Trevor S. Bohland</b>
Title: <b>Design Manager</b>	Title (if applicable): <b>CEO</b>
Date: <small>Mon Sep 30 2024 12:15:18 GMT-0500 (Central Standard Time)</small>	Date: <b>September 30, 2024</b>

\* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.  
**Signing Option 2:** Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and sign and return by mail.



SECURITY FINANCIAL BANK

Date 9/30/24  
Account Number  
Enclosures

Page 12  
XXXXXXXXXXXX7532

SECURITY BUSINESS CHECKING

XXXXXXXXXXXX7532 (Continued)

Checks and withdrawals

Date Description Amount



9/18	XCELENERGY XCEL ENERGY-WI 5390508315 24/09/18	32,791.62-
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**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 and City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** Resolution 2024-21, Acceptance of Public Utility Improvements in the Maplewood Eco-Cottages Development  
**DATE:** November 6, 2024 City Council Meeting

Menomonie III, LLC has completed the construction of public utility improvements in the Maplewood Eco-Cottages development.

Menomonie III, LLC expects to install the "Solar Flowers" in the first quarter of 2025.

City Staff recommends approval of Resolution 2024-21.

If the City Council concurs, the appropriate motion would be **Approve Resolution 2024-21, a Resolution Accepting Public Utility Improvements in the Maplewood Eco-Cottages Development** (roll call vote).

RESOLUTION NO. 2024-21

***ACCEPTANCE OF PUBLIC UTILITY IMPROVEMENTS  
IN THE MAPLEWOOD ECO-COTTAGES DEVELOPMENT  
CITY OF MENOMONIE, WISCONSIN***

WHEREAS, the City of Menomonie and Menomonie III, LLC entered into a Development Agreement dated May 15, 2023 regarding the construction of Maplewood Eco-Cottages Development which will include 55 multi-family residential units; and,

WHEREAS, the Development Agreement required Menomonie III, LLC to prepare and record a utility easement, which was completed on September 29, 2023; and,

WHEREAS, the Development Agreement required Menomonie III, LLC to construct public water mains, public sanitary sewers in the utility easement; and,

WHEREAS, the Development Agreement required Menomonie III, LLC to construct private driveways, private storm sewer and private storm water ponds to serve the individual units; and,

WHEREAS, the Development Agreement required Menomonie III, LLC to construct certain sustainability improvements including, but not limited to, private fixed solar panels and private tracking solar panels known as “Solar Flowers”; and,

WHEREAS, Menomonie III, LLC has completed construction of the aforementioned improvements with the exception of the installation of the “Solar Flowers”. Cedar Corporation observed construction and recommends acceptance. The Public Works Director concurs with this recommendation; and,

WHEREAS, Menomonie III, LLC has requested the City of Menomonie accept the public utility improvements.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Menomonie does hereby accept the public water mains and public sanitary sewers listed above and will immediately commence operation and maintenance thereof.
2. This acceptance expressly excludes private driveways, private water laterals, private sewer laterals, private storm sewers and private storm water ponds serving the development. These items shall be maintained by the owner of the property.
3. The City Council hereby authorizes release of remaining surety and TID incentives in accordance with the Development Agreement but not until the Director of Public Works confirms the installation of the “Solar Flowers” is complete.

Adopted by the City Council of the City of Menomonie this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

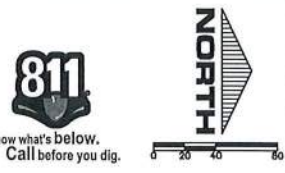
CITY OF MENOMONIE

By: \_\_\_\_\_  
Mayor Randy Knaack, Mayor

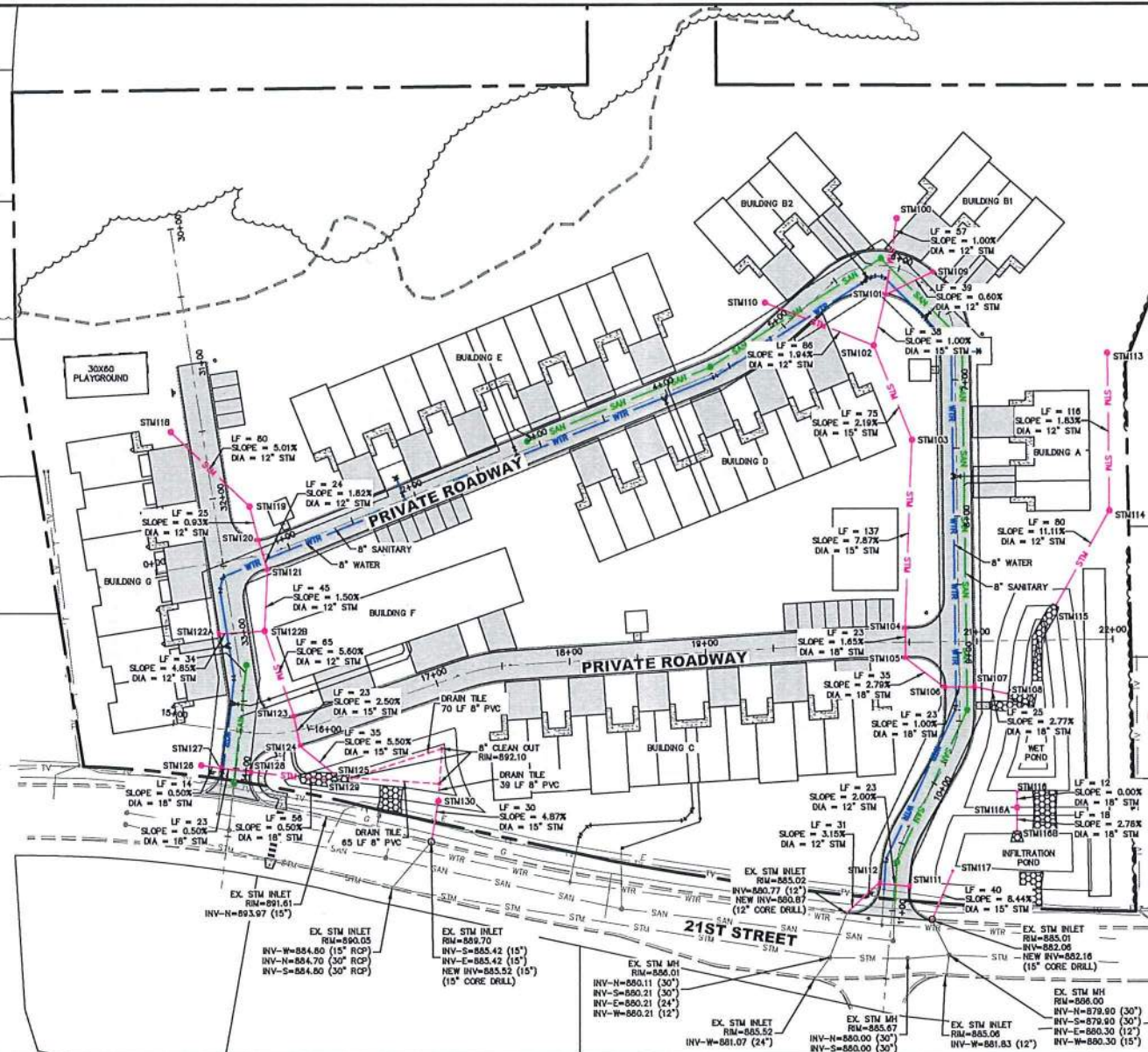
Attest: \_\_\_\_\_  
Catherine Martin, Clerk

**UTILITY NOTES:**

- STORM AND SANITARY PIPE LENGTHS ARE TO CENTER OF MANHOLE. CONTRACTOR TO VERIFY ACTUAL LENGTH REQUIRED.
- MANHOLES ARE 48" UNLESS OTHERWISE NOTED.
- ALL LENGTHS OF PIPE INCLUDE FLARED END SECTION (F.E.S.). CONTRACTOR WILL ONLY BE PAID FOR L.F. OF PIPE, NOT INCLUDING LENGTH OF F.E.S.
- MAINTAIN A MINIMUM 7.5' WATERMAIN COVER. ALL WATERMAIN MUST BE INSTALLED ACCORDING TO CITY OF MEMPHIS. REFER TO STANDARD DETAILS FOR ALL UTILITY INSTALLATION. CONTACT CITY INSPECTOR AT LEAST 72 HOURS PRIOR TO START OF UTILITY CONSTRUCTION SO THAT INSPECTION CAN BE SCHEDULED.
- 12" CLEARANCE WHEN WATERMAIN GOES OVER SANITARY, WATERMAIN, OR STORM SEWER & 18" SEPARATION WHEN WATERMAIN PASSES UNDER SANITARY, WATERMAIN OR STORM SEWER.
- UPON COMPLETION OF STORM SEWER INSTALLATION, STORM SEWER INLETS SHALL BE PROTECTED FROM SEDIMENT BY SILT FENCE, HAY BALES, OR EQUIVALENT MEASURES. PROTECTION SHALL REMAIN IN PLACE UNTIL ASPHALT AREAS HAVE BEEN PAVED AND ALL NON-PAVED AREAS HAVE 100% VEGETATION ESTABLISHED.
- CONTRACTOR MUST PROTECT THE SANITARY LATERAL FROM ANY SAND, ROCK, ETC. ENTERING THE PIPE DURING CONSTRUCTION.
- SANITARY SEWER LATERALS SHALL HAVE MINIMUM SLOPE OF 1" PER FOOT FOR ALL 6-INCH PIPE.
- CONTRACTOR SHALL VERIFY THE TOTAL DRAINAGE FIXTURE UNITS (DFU) AND PIPE SIZES WITH THE PLUMBING PLANS.
- SANITARY SEWER SERVICE SHALL BE PVC (SDR 35).
- WATER SERVICES SHALL BE 6" I.D. D.I.P. OR 8" I.D. PVC OR APPROVED EQUAL.
- STORM SEWER SHALL BE ADS N-12 WT BI PIPE OR PRINSCO GOLDFLO WT OR SDR35 PVC OR APPROVED EQUAL.
- THE PIPE DIAMETERS LISTED ARE THE NOMINAL INSIDE DIAMETER.
- THE VERTICAL DOWN SPOUT CONNECTIONS ARE TO BE 8" SCH40 PVC.
- SAN. SERVICE WYE LOCATION IS REFERENCED FROM THE DOWN STREAM MANHOLE.
- HYDRANT PACKAGE INCLUDES 8" VALVE & BOX, 5"x8" TEE, 6" LEAD, AND HYDRANT.
- OVER EXCAVATE THE BOREHOLE/ENTRANCE FILTER TO WASH MATERIAL AND DEEP-TILL THE IN-SITU SOIL. PLACE CLEAN GRANULAR SAND TO ELEV=890.00. CONSTRUCT REINFORCING BED PER DETAIL C-930. PLACE EROSION MAT IMMEDIATELY AFTER GRADING. EROSION MAT TO REMAIN IN-PLACE UNTIL THE DATE THAT THE B.U.F. IS PROFESSIONALLY LANDSCAPED AND PLANTED. REPLACE MAT WITH LANDSCAPE MULCH OR NEW EROSION MAT.
- ALL EXTERIOR PLUMBING WORK SHALL BE BUILT ACCORDING TO THE CITY OF MEMPHIS STANDARD GENERAL CONDITIONS FOR STREET AND UTILITY CONSTRUCTION.
- MANHOLES SHALL BE CONSTRUCTED AS DETAILED AND SET PLUMB WITH A MAXIMUM VARIATION OF +/- 0.1 FOOT FROM VERTICAL.
- LAY PIPE TO SLOPE GRADIENTS NOTED ON DRAWINGS; WITH MAXIMUM VARIATION FROM TRUE SLOPE OF 1/8" INCH IN 10 FEET.



**NOTE:**  
CONTRACTOR TO FIELD VERIFY EXISTING UTILITY LOCATIONS



**STORM SEWER TABLE**

STRUCTURE No.	DETAIL No.	RM	INVERT	DIRECTION	PIPE DIA.
STM100	SS-210	905.19	901.69	SE	12" HDPE
STM101	SS-120	906.43	902.20	N	12" HDPE
	(60" MH)		901.12	NW	12" HDPE
			901.12	SE	15" HDPE
STM102	SS-200	906.63	900.74	SW	12" HDPE
			900.74	NW	15" HDPE
			900.74	E	15" HDPE
STM103	SS-200	905.10	899.10	SW	15" HDPE
			899.10	E	15" HDPE
STM104	SS-100	892.18	868.30	W	15" HDPE
			868.30	E	18" HDPE
STM105	SS-120	892.18	887.92	W	18" HDPE
			887.92	NE	18" HDPE
STM106	SS-120	890.93	866.83	SW	18" HDPE
			866.83	N	18" HDPE
STM107	SS-120	891.00	866.70	S	18" HDPE
			866.70	N	18" HDPE
STM108	SS-460	-	868.00	-	12" HDPE
	C-111	-	868.00	-	18" HDPE
STM109	SS-100	905.84	902.44	S	12" HDPE
STM110	SS-210	905.90	902.40	NE	12" HDPE
STM111	SS-100	885.86	882.32	S	12" HDPE
STM112	SS-100	885.86	861.86	N	12" HDPE
			861.86	SE	12" RCP
STM113	SS-210	901.00	897.00	E	12" HDPE
STM114	SS-200	900.88	894.88	W	12" HDPE
			894.88	SE	12" HDPE
STM115	SS-460	-	886.00	-	12" HDPE
	C-111	-	886.00	-	18" HDPE
STM116	SS-415	889.00	866.00	W	18" HDPE
			866.00	E	18" HDPE
STM116A	SS-415	889.00	866.00	W	18" HDPE
			866.00	E	18" HDPE
STM116B	SS-460	-	865.50	-	18" HDPE
	C-111	-	865.50	-	15" RCP

**REVISION 1 - STORM SEWER TABLE**

STRUCTURE No.	DETAIL No.	RM	INVERT	DIRECTION	PIPE DIA.
STM118	SS-210	908.50	905.00	NE	12" HDPE
STM119	SS-210	904.50	901.00	SW	12" HDPE
			901.00	NE	12" HDPE
STM120	SS-100	904.77	900.77	SW	12" HDPE
			900.77	NE	12" HDPE
STM121	SS-100	904.34	900.34	SW	12" HDPE
			900.34	SE	12" HDPE
STM122A	SS-100	901.83	897.83	N	12" HDPE
STM122B	SS-200	904.37	899.87	W	12" HDPE
			896.18	S	12" HDPE
			896.18	E	12" HDPE
STM123	SS-100	895.78	892.52	SW	12" HDPE
			892.52	NE	15" HDPE
STM124	SS-100	896.14	891.94	SW	15" HDPE
			891.94	NE	15" HDPE
STM125	SS-460	-	890.00	-	15" HDPE
	C-111	-	890.00	-	18" HDPE
STM126	SS-210	894.00	890.47	N	18" HDPE
STM127	SS-100	894.18	890.40	S	18" HDPE
			890.40	N	18" HDPE
STM128	SS-100	893.81	890.28	S	18" HDPE
			890.28	N	18" HDPE
STM129	SS-460	-	890.00	-	18" HDPE
	C-111	-	890.00	-	18" HDPE
STM130	SS-416	892.50	887.33	-	8" HDPE
			887.00	-	15" RCP

PROJ. NO.	22098
DATE	08-28-23
NO.	1
DATE	08-28-23
NO.	1
DATE	08-28-23
NO.	1

**AEC**  
ADVANCED ENGINEERING CONCEPTS  
1360 INTERNATIONAL DR  
EAU CLAIRE, WI 54701  
PH: 715-552-0330  
info@aec-engineering.com  
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UTILITY PLAN  
MAPLEWOOD ECO COTTAGES  
GERRARD DEVELOPMENT, LLC  
21ST STREET  
MEMPHIS, TN 37571

DWG NAME	22098 PG#6 UTILITY	6
DATE	03/2023	14



David Schofield <dschofield@menomonie-wi.gov>

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## C. Menomonie, Maplewood Eco, Solar Flowers

3 messages

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David Schofield <dschofield@menomonie-wi.gov>

Wed, Aug 28, 2024 at 7:43 AM

To: Peter Gerrard <peter@gerrardcompanies.com>, Paul Gerrard <paul@gerrardcompanies.com>, "Brad (bradkortbein@gmail.com)" <bradkortbein@gmail.com>, Leo Dolle <ldolle@gerrardcompanies.com>

Cc: Dave Kowieski <dkowieski@menomonie-wi.gov>, Eric Atkinson <atkinsone@menomonie-wi.gov>

Maplewood Eco Team,

I had a chance to swing by your site today. Could you give me an update regarding the installation of the two (2) solar flowers required by the revised PUD site plan?

Respectfully Submitted,

David Schofield, P.E.  
Director of Public Works  
City of Menomonie  
800 Wilson Ave  
Menomonie WI 54751  
Office: 715.232.2221 (ext. 1020)  
Cell: 715.619.6246

---

Peter Gerrard <peter@gerrardcompanies.com>

Wed, Aug 28, 2024 at 9:44 AM

To: David Schofield <dschofield@menomonie-wi.gov>, Paul Gerrard <paul@gerrardcompanies.com>, "Brad (bradkortbein@gmail.com)" <bradkortbein@gmail.com>, Leo Dolle <ldolle@gerrardcompanies.com>

Cc: Dave Kowieski <dkowieski@menomonie-wi.gov>, Eric Atkinson <atkinsone@menomonie-wi.gov>, Brad Kortbein <bradkortbein@gmail.com>

Good morning David,

The solar flowers are on our agenda one base is installed at the north entrance and the other one will be right across the driveway from it . This will provide for nice symmetry at our main entrance.

Thank you

**Peter T. Gerrard**

Licensed Real Estate Agent



**Gerrard Companies**

Real Estate - Developers - Managers - Contractors

100 North 6<sup>th</sup> Street Suite-A

La Crosse WI 54601  
Direct: 608-782-4376

Main: 608-782-4488

Fax: 608-782-4478

[www.gerrardcompanies.com](http://www.gerrardcompanies.com)

---

**From:** David Schofield <[dschofield@menomonie-wi.gov](mailto:dschofield@menomonie-wi.gov)>  
**Sent:** Wednesday, August 28, 2024 7:44 AM  
**To:** Peter Gerrard <[peter@gerrardcompanies.com](mailto:peter@gerrardcompanies.com)>; Paul Gerrard <[paul@gerrardcompanies.com](mailto:paul@gerrardcompanies.com)>; Brad (bradkortbein@gmail.com) <[bradkortbein@gmail.com](mailto:bradkortbein@gmail.com)>; Leo Dolle <[ldolle@gerrardcompanies.com](mailto:ldolle@gerrardcompanies.com)>  
**Cc:** Dave Kowieski <[dkowieski@menomonie-wi.gov](mailto:dkowieski@menomonie-wi.gov)>; Eric Atkinson <[atkinsone@menomonie-wi.gov](mailto:atkinsone@menomonie-wi.gov)>  
**Subject:** [EXTERNAL] C. Menomonie, Maplewood Eco, Solar Flowers

This Message is from an External source. Please be careful with handling the contents.

[Quoted text hidden]

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**Paul Gerrard** <[paul@gerrardcompanies.com](mailto:paul@gerrardcompanies.com)>

Wed, Aug 28, 2024 at 10:15 AM

To: David Schofield <[dschofield@menomonie-wi.gov](mailto:dschofield@menomonie-wi.gov)>, Peter Gerrard <[peter@gerrardcompanies.com](mailto:peter@gerrardcompanies.com)>, "Brad (bradkortbein@gmail.com)" <[bradkortbein@gmail.com](mailto:bradkortbein@gmail.com)>, Leo Dolle <[ldolle@gerrardcompanies.com](mailto:ldolle@gerrardcompanies.com)>  
Cc: Dave Kowieski <[dkowieski@menomonie-wi.gov](mailto:dkowieski@menomonie-wi.gov)>, Eric Atkinson <[atkinsone@menomonie-wi.gov](mailto:atkinsone@menomonie-wi.gov)>

Good morning David so just want to point out to you that because the city is requiring UL ratings be listed on the actual unit this certification will not happen until late in this year therefore the Smartflowers will ship in the first 1:45 thousand and 25. FYI just so you know we have this same application in Eau Claire, that city has also requested UL ratings be posted on these units.

Please let me know if that satisfies your request and if necessary I'm happy to provide you the invoice to prove to city that we have ordered these units

## Paul Gerrard

Direct: 608-782-4375



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Please visit us at [gerrardcorporation.com](http://gerrardcorporation.com)

100 6<sup>th</sup> St N. Suite A

La Crosse WI 54601

Fax: 608-782-4478

[www.gerrardcompanies.com](http://www.gerrardcompanies.com)



**City of Menomonie**  
David Schofield

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

---

**TO:** Mayor Knaack and City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** Lead Service Line Public Notifications  
**DATE:** November 6, 2024 City Council Meeting

On October 15, 2024 the Water Utility completed and submitted the Lead Service Line Inventory.

According to the survey, the City's 5602 total services are made from the following materials:

#	%	Type
0	0	Lead
74	1	Galvanized
2389	43	Non-Lead (Copper, Plastic, etc)
3139	56	Unknown Materials

The City is required to notify residents of properties with Lead, Galvanized or Unknown Material within 30 days of October 15. Attached are the notices for Galvanized and Unknown Materials that will be mailed later this week. Also attached is the press release that will be issued later this week.

This information is provided for information only. No action is needed.



**City of Menomonie**  
**David Schofield, P.E.**

Director of Public Works  
800 Wilson Avenue  
Menomonie, WI 54751  
715-232-2221 Ext. 1020  
E-Mail: [dschofield@menomonie-wi.gov](mailto:dschofield@menomonie-wi.gov)

---

November 7, 2024

Dear Resident,

I'm writing on behalf of the City of Menomonie as the Director of Public Works.

The City recently finished a Lead Service Line Inventory, as required by the U.S. Environmental Protection Agency (EPA). We sent out a survey in the City's Environmental Newsletter and posted it to our website and Facebook page.

According to our records, your home, building or property is served by a galvanized service line. Because of this, the EPA requires us to provide you with the attached notice. This notice provides information about the health effects of lead in drinking water and how to request replacement of the public portion of the service line.

If you rent, please share this letter and its attachments with your landlord and ask them to contact the Water Utility

If you have any questions or concerns, please do not hesitate to contact the Water Utility at 715.232.2395 extension 9. You may also contact me at 715.232.2221 extension 1020 or [dschofield@menomonie-wi.gov](mailto:dschofield@menomonie-wi.gov).

Respectfully Submitted,  
CITY OF MENOMONIE

*David Schofield, PE*

David Schofield, PE  
Director of Public Works



# Notice of Confirmed Galvanized Service Line (that is or was possibly downstream of a lead service line)

Public Water System Name: Menomonie Waterworks

PWS ID No.: 61702685

November 7, 2024

Dear Drinking Water Consumer,

Our public water system is focused on protecting the health of every household in our community. This notice contains important information about your drinking water. Please share this information with anyone who drinks and/or cooks using water at this property. In addition to the people directly served at this property, this could and should include people in apartments, nursing homes, schools, businesses, as well as parents served by childcare at this property.

It has been determined that either a portion of, or the entire water pipe (called a service line) that connects your home, building, or other structure to the water main is made from **galvanized material** that may have adsorbed lead. EPA has defined these service lines as “galvanized requiring replacement”<sup>1</sup>. Our records either indicate that a lead service line pipe may be present or might have been present in the past.

Galvanized service lines that have adsorbed lead can contribute to lead in drinking water. People living in homes with a galvanized service line that has adsorbed lead may have an increased risk of exposure to lead from their drinking water.

*If you have questions concerning any of the information provided in this notice, or if you have information that could help us better describe your service line, contact us via:*

#### Water System Contact Person:

Name: Jeremy Hoyt

Title: Water Superintendent

Phone: 715.232.2395 extension 9

Email: [comwaterdept@menomonie-wi.gov](mailto:comwaterdept@menomonie-wi.gov)

Water System’s Web Address: <https://www.menomonie-wi.gov/353/Water-Utility>

#### Health effects of lead

*Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or worsen existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these negative health effects. Adults can have increased risks of heart disease, high blood pressure, and kidney, or nervous system problems.*

#### Steps you can take to reduce lead in drinking water.

Below are recommended actions that you may take, separately or in combination, if you are concerned about lead in your drinking water. The list also includes where you may find more information and is not intended to be a complete list or to imply that all actions equally reduce lead in drinking water.

- **Use your filter properly.** Using a filter can reduce lead in drinking water. If you use a filter, it should be certified to remove lead. Read any directions provided with the filter to learn how to properly install, maintain, and use your cartridge and when to replace it. Using the cartridge after it has expired can make it less effective at removing lead. Do not run hot water through the filter. For more information on facts and advice on home water filtration systems, visit EPA’s website at <https://www.epa.gov/water-research/consumer-tool-identifying-point-use-and-pitcher-filters-certified-reduce-lead>.

<sup>1</sup> Refers to a galvanized service line is or was at any time downstream of a lead service line or is currently downstream of a “Lead Status Unknown” service line.

- **Clean your aerator.** Regularly remove and clean your faucet’s screen (also known as an aerator). Sediment, debris, and lead particles can collect in your aerator. If lead particles are caught in the aerator, lead can get into your water.
- **Use cold water.** Do not use hot water from the tap for drinking, cooking, or making baby formula as lead dissolves more easily into hot water. Boiling water does not remove lead from water.
- **Run your water.** The more time water has been sitting in pipes providing water to your home, the more lead it may contain. Before drinking, flush your home’s pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes. The amount of time to run the water will depend on whether your home has a lead service line or not, as well as the length and diameter of the service line and the amount of plumbing in your home.
- **Learn about construction in your neighborhood.** Construction may cause more lead to be released from a lead service line or galvanized service line if present. Contact us to find out about any construction or maintenance work that may disturb your service line.
- **Have your water tested.** You may contact a certified laboratory to have your water tested for lead. A list of certified laboratories is available at <https://www.epa.gov/region8-waterops/certified-drinking-water-laboratories-systems-wyoming-and-tribal-lands-epa-region>. Note, a water sample may not adequately capture or represent all sources of lead that may be present. For information on sources of lead that include service lines and interior plumbing, please visit <https://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water#getinto>.

### Get your child tested to determine lead levels in their blood.

A family doctor or pediatrician can perform a blood test for lead and provide information about the health effects of lead. State, city, or county departments of health can also provide information about how you can have your child's blood tested for lead. The Centers for Disease Control and Prevention recommends public health actions when the level of lead in a child’s blood is 3.5 micrograms per deciliter (µg/dL) or more. For more information and links to CDC’s website, please visit <https://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water>.

### Replacing galvanized requiring replacement service lines

Our water system has the following information about opportunities for replacement of the service line: \*

Please contact the Water Utility to discuss replacement of the public portion of the service line.

**\* If you are planning on replacing the portion of the service line that you own, please notify us first.**

For more information on reducing lead exposure from your drinking water and the health effects of lead, visit EPA’s website at <http://www.epa.gov/lead>.



*City of Menomonie*  
David Schofield, P.E.

Director of Public Works  
800 Wilson Avenue  
Menomonie, WI 54751  
715-232-2221 Ext. 1020  
E-Mail: [dschofield@menomonie-wi.gov](mailto:dschofield@menomonie-wi.gov)

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November 7, 2024

Dear Resident,

I'm writing on behalf of the City of Menomonie as the Director of Public Works.

The City recently finished a Lead Service Line Inventory, as required by the U.S. Environmental Protection Agency (EPA). We sent out a survey in the City's Environmental Newsletter and posted it to our website and Facebook page.

It appears that we do not have a completed survey on file from your home, building or property. Because of this, the EPA requires us to provide you with the attached notice. This notice explains how to complete the survey and provides information about the health effects of lead in drinking water.

We respectfully request your survey response by December 20, 2024.

If you rent, please share this letter and its attachments with your landlord and ask them to contact the Water Utility

If you have any questions or concerns, please do not hesitate to contact the Water Utility at 715.232.2395 extension 9. You may also contact me at 715.232.2221 extension 1020 or [dschofield@menomonie-wi.gov](mailto:dschofield@menomonie-wi.gov).

Respectfully Submitted,  
CITY OF MENOMONIE

David Schofield, PE  
Director of Public Works

# Notice of Unknown Service Line Material

Public Water System Name: Menomonie Waterworks PWS ID No.: 61702685

November 7, 2024

Dear Drinking Water Consumer,

Our public water system is focused on protecting the health of every household in our community. This notice contains important information about your drinking water. Please share this information with anyone who drinks and/or cooks using water at this property. In addition to the people directly served at this property, this could and should include people in apartments, nursing homes, schools, businesses, as well as parents served by childcare at this property.

We have been working to identify service line materials throughout the water system and it has been determined that either a portion of, or the entire water service line that connects your home, building, or other structure to the City's water main is made from **unknown material** but may be lead. Because your service line material is unknown, there is the potential that some or all of the service line could be made of lead or galvanized pipe that was previously connected to lead. People living in homes with a lead or galvanized pipe previously connected to a lead service line have an increased risk of exposure to lead from their drinking water.

*If you have questions concerning any of the information provided in this notice, or if you have information that could help us better describe your service line, contact us via:*

**Water System Contact Person:**

Name: Jeremy Hoyt Title: Water Superintendent

Phone: 715.232.2395 extension 9 Email: [comwaterdept@menomonie-wi.gov](mailto:comwaterdept@menomonie-wi.gov)

Water System's Web Address: <https://www.menomonie-wi.gov/353/Water-Utility>

## Verifying Service Line Materials

Our water system has the following opportunities to verify the material of the service line:

1. Scan the QR Code below or visit <https://arcg.is/1jaTzG> to fill out the online survey.



2. Contact the Water Utility at 715.232.2395 extension 9 to request a site visit.

For more information on reducing lead exposure from your drinking water and the health effects of lead, visit EPA's website at <http://www.epa.gov/lead>.

## Health effects of lead

*Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or worsen existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these negative health effects. Adults can have increased risks of heart disease, high blood pressure, and kidney, or nervous system problems.*

## Steps you can take to reduce lead in drinking water.

Below are recommended actions that you may take, separately or in combination, if you are concerned about lead in your drinking water. The list also includes where you may find more information and is not intended to be a complete list or to imply that all actions equally reduce lead in drinking water.

- **Use your filter properly.** Using a filter can reduce lead in drinking water. If you use a filter, it should be certified to remove lead. Read any directions provided with the filter to learn how to properly install, maintain, and use your cartridge and when to replace it. Using the cartridge after it has expired can make it less effective at removing lead. Do not run hot water through the filter. For more information on facts and advice on home water filtration systems, visit EPA's website at <https://www.epa.gov/water-research/consumer-tool-identifying-point-use-and-pitcher-filters-certified-reduce-lead>.
- **Clean your aerator.** Regularly remove and clean your faucet's screen (also known as an aerator). Sediment, debris, and lead particles can collect in your aerator. If lead particles are caught in the aerator, lead can get into your water.
- **Use cold water.** Do not use hot water from the tap for drinking, cooking, or making baby formula as lead dissolves more easily into hot water. Boiling water does not remove lead from water.
- **Run your water.** The more time water has been sitting in pipes providing water to your home, the more lead it may contain. Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes. The amount of time to run the water will depend on whether your home has a lead service line or not, as well as the length and diameter of the service line and the amount of plumbing in your home.
- **Learn about construction in your neighborhood.** Construction may cause more lead to be released from a lead service line or galvanized service line if present. Contact us to find out about any construction or maintenance work that may disturb your service line.
- **Have your water tested.** You may contact a certified laboratory to have your water tested for lead. A list of certified laboratories is available at <https://www.epa.gov/region8-waterops/certified-drinking-water-laboratories-systems-wyoming-and-tribal-lands-epa-region>. Note, a water sample may not adequately capture or represent all sources of lead that may be present. For information on sources of lead that include service lines and interior plumbing, please visit <https://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water#getinto>.

## Get your child tested to determine lead levels in their blood.

A family doctor or pediatrician can perform a blood test for lead and provide information about the health effects of lead. State, city, or county departments of health can also provide information about how you can have your child's blood tested for lead. The Centers for Disease Control and Prevention recommends public health actions when the level of lead in a child's blood is 3.5 micrograms per deciliter ( $\mu\text{g}/\text{dL}$ ) or more. For more information and links to CDC's website, please visit <https://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water>.



**City of Menomonie**  
 800 Wilson Ave  
 Menomonie, WI 54751  
 715-232-2221

For Questions Contact:  
 David Schofield  
 Public Works Director  
 dschofield@menomonie-wi.gov  
 (715) 232-2221 x1020

## FOR IMMEDIATE RELEASE

### 2024 Lead Service Line Inventory Reminder

**Menomonie, Wisconsin, November 7, 2024**—The City of Menomonie is sending out reminder letters to those residents who have not completed the Lead Service Line Inventory survey. Identifying the water service lines in the city is a requirement from the U.S. Environmental Protection Agency (EPA).

#### Why do we want to know what kind of material is your water service line is made of?

People living in homes with a lead, or galvanized pipe previously connected to a lead, service line have an increased risk of exposure to lead in their drinking water. Having this information on record allows us to provide resources for replacing lead service lines.

We're committed to protecting the health of every household in our community.

#### What do we need from your household?

- If you receive a reminder letter in the mail from the City of Menomonie, we need you to complete the survey by December 20, 2024.
- If you are unsure how to complete the survey, please contact the Water Utility to request a visit.

#### What to do if you're concerned about lead in your drinking water:

- **Use your filter properly:** A filter can reduce lead in water.
- **Clean your aerator:** Regularly remove and clean your faucet's screen.
- **Use cold water:** Don't use hot water from the tap for drinking, cooking, or making baby formula.
- **Run your water:** The longer water has been sitting in a pipe, the more lead it may contain.
- **Have your water tested:** Contact the Water Utility for information about how to have a certified lab test your water.

For more information on reducing lead exposure head to the [EPA's website](#).



City of  
**MENOMONIE**

This survey will help the City of Menomonie with its water service line inventory required by the Environmental Protection Agency (EPA) Lead and Copper Rule Revisions. For more information about the Lead and Copper Rule Revisions, visit the [WI DNR's website](#).

**Address\***

Please start typing your address. When it appears in the dropdown menu, please select address.

**First Name**

**Last Name**

**Email**

# BUDGET TRANSFER REQUEST FORM

**TRANSFER TO:**

AMOUNT: \$7,161.71

ACCOUNT TITLE AND NUMBER: Police 01.52110

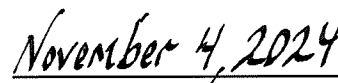
LINE-ITEM NAME AND EXTENSION: Fees .493

**TRANSFER FROM:**

ACCOUNT TITLE AND NUMBER: Contingency 01.60000.699

REASON: The Menomonie Police Department requests a transfer of \$7,161.71 from Contingency to the Fees account to cover the cost of a replacement copier. The current copier is being leased by the PD and funded through Account Transfer of Other Funds 01.59000 and 01.52110.243. If the PD purchases the copier outright, City Administration can zero out Account 01.59000 and remove that item from depreciation reporting requirements. Additionally, due to the purchase, the MPD will be able to reduce the overall expense of Account Office Maintenance Contracts 01.52110.243 for the proposed 2025 budget.

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Date

**Date:** 10/31/2024

**Police Department Upgrade**
**Quotation for:** CITY OF MENOMONIE  
 800 WILSON AVE  
 MENOMONIE, WI 54751

**Location:** 800 WILSON AVE  
 MENOMONIE, WI 54751

<b>Model</b>	<b>RICOH IMC4510-RIC 45PPM COLOR COPIER (419320)</b>
<b>Standard Description</b>	Mainframe includes standard 10.1" Keyless Smart Operation Panel, 220-Sheet SPDF, Duplex, 2 x 550-Sheet Paper Trays, 100-Sheet Bypass Tray, Drums, Developer, Color Scanning and Printing, USB Host Interface, Gigabit Ethernet, PostScript3 Emulation, PDF Direct Print, Machine Data Encryption, Scan to/Print From USB, 4GB RAM (Mainframe) & 4GB RAM (Panel) & 256GB SSD. Envelope feeding via standard 2nd paper drawer & bypass tray. These models units have not been Common Criteria certified.

<b>Included Options</b>	<input checked="" type="checkbox"/> RICOH PAPER FEED UNIT PB3320 2 X 550 SHEET (423699), REPLACED 419365 <input checked="" type="checkbox"/> RICOH FINISHER SR3320 1000 SHEET (419399) <input checked="" type="checkbox"/> RICOH BRIDGE UNIT BU3100 (419381) <input checked="" type="checkbox"/> INNOVOLT 15A/120V SURGE PROTECTOR <input checked="" type="checkbox"/> A3 MFD OR SCAN DEVICE INSTALL/ TRAINING <input checked="" type="checkbox"/> A3 MFD DELIVERY/SETUP <input checked="" type="checkbox"/> RICOH TONER BOTTLE LOCK TYPE M52 (419420)
-------------------------	--

**Total Recommended System Purchase Price** **\$7,161.71** \_\_\_ Accept [please initial]  
**Total Recommended System 48 Mo. FMV Lease** **\$194.80** \_\_\_ Accept [please initial]

<b>Maintenance &amp; Service Plan</b>	<p>This agreement includes a Cost Per Copy rate          All B/W pages will be billed at \$0.007200.          All Color pages will be billed at \$0.054600.</p> <p>Includes all parts, labor, travel. Drums and toner are included. Staples are not included.</p> <p>If applicable, this agreement will be added to any existing maintenance and service plan with EO Johnson.          For exceptions, please explain.</p> <p style="text-align: center;">**Terms and conditions for maintenance agreement on next page.</p>
---------------------------------------	---

When signed, this quotation becomes an order for the total recommended system plus any checked optional accessories. Quote is valid for 30 days.

**Quotation Approval**

Name			Date	
Title				
Email				
PO#		Tax ID# (FEIN)		
Tax Exempt Status		Tax Exempt #		
Signature				


**Submitted by:**

 Colin Swiler  
 Account Executive - Imaging  
 cswiler@eojohnson.com  
 +17155981617



E. O. Johnson Business Technologies agrees, subject to the terms and conditions hereof, to:

Perform all maintenance and inspections of the equipment at intervals which are consistent with that recommended by the manufacturer. Support will include to clean, lubricate, adjust, or repair equipment as needed for optimal performance.

Replace all worn, defective or damaged parts without charge, providing that such parts have not been subject to a damaged condition caused by fire, flood, vandalism, misuse or negligent conduct on the part of the customer, its agent or third parties.

Provide service under this agreement as required by the Customer during EOJ's normal business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except holidays).

## TERMS FOR MAINTENANCE AGREEMENT

- 1. SUPPLIES** - Many items are considered supplies, however, only supplies identified on the front of this contract are included. If the customer fails to use manufacturer approved supplies and damage is caused, the customer agrees to pay the non-contract rates for replacement parts and labor to repair such damage. EOJ reserves the right to charge for excessive toner consumed based on the manufacturer yield expectations using the industry standard average of 6% coverage for black and up to 20% coverage for color. Toner remains the property of EOJ until fully consumed.
- 2. LIABILITY** - EOJ shall not be responsible for: (1) failure to perform its maintenance obligation due to strikes, fire, flood and other causes beyond its control, (2) accidents to or caused by the equipment, (3) service or parts when anyone other than the EOJ has worked on the equipment, (4) equipment damage due to misuse or negligence by the Customer.
- 3. CONTRACT DOES NOT INCLUDE** service support when equipment is operated outside of manufacturer recommended specifications. This contract also does not cover service calls related to: updating print drivers, loading additional drivers on new computers / upgraded computers, or troubleshooting print related problems. This contract does not cover network hardware, computers, switches, operating systems, third party software programming or additional training after initial install unless included in this document. Support for these items and services are all billable events at normal non-contract rates.
- 4. MINIMUM QUARTERLY CHARGE** - A minimum quarterly charge of \$60 (sixty dollars) per device covered under this agreement shall apply to click-only contracts.
- 5. TAXES** - Maintenance charges, zone / travel charges, labor and parts are subject to state and local taxes.
- 6. EQUIPMENT TRANSPORTATION** - EOJ is not liable for transportation damages or loss of equipment in the event the Customer moves the equipment or contracts with a third party to move the equipment. Customer agrees to pay for any damages incurred from moving the equipment.
- 7. INDEMNITY** - EOJ is not responsible for any losses or injuries caused by the installation or use of the equipment under contract. Customer assumes and bears the risk of loss or damage to the equipment. If the equipment is lost or damaged, the Customer agrees to replace the equipment or pay for repairs or replacement.
- 8. AFTER HOURS SERVICE** - Normal business hours are from 8:00 a.m. until 5:00 p.m. Monday through Friday. If the Customer requests service to be performed outside of normal business hours the Customer will pay for such service, including travel time and expenses, at EOJ's established billing rate. EOJ need not provide such service if service personnel are not readily available. To the extent practicable, all service to the equipment provided hereunder shall be provided at the Customer's location as noted on this agreement unless EOJ determines that such service will be better performed at an alternate location.
- 9. ACCEPTANCE** of the agreement is contingent upon being signed and approved by an authorized EOJ representative and an authorized representative of the Customer. Final approval subject to acceptance by EOJ Service Management.
- 10. TERMINATION OF CONTRACT** - The Customer or EOJ has the right to terminate this contract at any time for any reason. In the event the Customer terminates this contract, the unused portion of the contract will be prorated. The credit will be applied to the Customer account for up to one year and can be used for the purchase of hardware or services only. Unused toner in a toner inclusive contract must be returned to EOJ or Customer agrees to pay for the toner at normal retail prices.
- 11. TERMS & RENEWALS** - EOJ will bill the Customer when signed copy of this agreement is received. Terms are net. This agreement will automatically self-renew annually unless prior notice of termination is given by either party. The renewal term is the same as the original term. A yearly increase is usual and customary. By initialing, you agree to this maintenance agreement as stated.

Customer Initials \_\_\_\_\_

# Your Essential Next Step: E-Services



## Welcome to world-class customer service!

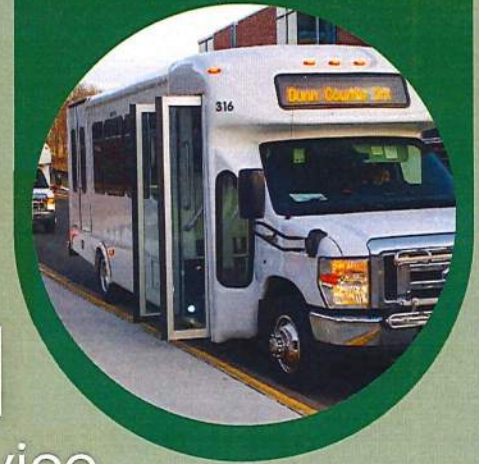
As part of our commitment to serving you, we want to tell you about an essential next step in ensuring you receive the best in customer care: e-services.

Our e-services offerings ensure you get results fast—at the speed of business. It's our way of providing service that's more secure and efficient, while helping you maximize productivity.

### Our electronic services include:

<b>Electronic Invoices</b>	Get your invoices electronically. Simply designate the appropriate Accounts Payable representative.
<b>EO Johnson Customer Portal</b>	An interactive, mobile-friendly tool that allows you to access real time information on equipment, supply orders, service calls and more.
<b>Proactive Services</b>	Get equipment issues diagnosed remotely. With Proactive Services, pre-emptive service notifications will go to our service team, and meter reads and firmware updates are done remotely as well.
<b>ACH</b>	Payments will be automatically drawn from your financial account, giving you peace of mind and time for more important tasks.

Watch for an email from [forms@eojohnson.com](mailto:forms@eojohnson.com) to start enjoying some of the tools that help make Your Business. Better.



# DUNN COUNTY TRANSIT COMMISSION

## Your Community Transit Service

Reliable public transportation is more than a service—it's the cornerstone of a thriving community. We deliver far more than transportation, Dunn County Transit Commission provides essential connections to healthcare, education, employment, and local businesses. Our service represents a strategic investment that multiplies every dollar while reducing infrastructure strain, supporting economic growth, and ensuring accessibility for all residents.

### MENOMONIE COMMUNITY ROUTE: BY THE NUMBERS

*(Data does **not** include Student/UW-Stout rider data)*

CITY INVESTMENT  
**\$27,940**

CITY RIDERS  
**11,352**

RETURN ON INVESTMENT  
**\$65,241**  
(3.3x)



#### ECONOMIC IMPACT

- Leverages \$65,000+ in additional funding
- Reduces infrastructure maintenance costs
- Cost-effective transit solution



#### COMMUNITY BENEFITS

- Essential transportation for seniors & workers
- Access to medical care & shopping
- Connects resident populations



#### SMART CITY PLANNING

- Reduces traffic congestion
- Supports local businesses
- Enhances community livability



#### SUSTAINABILITY

- Reduces carbon footprint
- Supports sustainable development
- Aligns with smart growth initiatives

As the city's trusted transit solution, we efficiently manage and operate your community bus service, eliminating the need for costly municipal transit infrastructure while delivering professional, reliable transportation that enhances Menomonie's quality of life.

Evans, Lauren

Fri, Oct 25, 10:53 AM (4 days ago)



to mayor@menomonie-wi.gov, me

Hello Mayor Knaack. I had intended to join the meeting this past Monday and was unable to make it in person. Therefore, I am sending this to you via email. Could you please ensure that all other city council members receive it? Thank you!

Dear Menomonie City Council members,

I am writing on behalf of the Boys & Girls Club in Menomonie to request that you carefully consider our subsidy request for 2025. I was unable to attend the meeting on October 21 to speak on the Club's behalf. I am the Chair of the Advisory Council for the Menomonie Club and also serve on the Board of Directors for the greater organization. Additionally, both of my daughters have benefited greatly by attending the Club during their grade-school years. Boys & Girls Clubs of the Greater Chippewa Valley has requested \$5,000 from the City of Menomonie for use at the Menomonie Club, located in River Heights Elementary School.

Boys & Girls Clubs of the Greater Chippewa Valley addresses the need for safe out-of-school places for youth, including affordable childcare, supporting academic success including graduation from high school, career exploration and workforce development, healthy lifestyles including nutrition and exercise, mental health resiliency and drug and alcohol misuse preventions. These outcomes directly support three of the five top ranked community health needs assessment areas: 1) mental health, 3) alcohol, nicotine & drugs and 4) chronic disease.

Boys & Girls Clubs of the Greater Chippewa Valley has a well-developed and diverse fund development plan to support the Menomonie Club, including donations from individuals and businesses, private foundation grants, public and government grants, events and sponsorships, and public school partnerships. Program fees from participating families with the ability to support the Club also make up a small portion of the Club's income sources. These funding sources support employee wages, program supplies and materials, program activities such as field trips, and meals and snacks. Additional costs of operations include facilities costs and a share of the organizational administrative costs, such as communications, insurance and accounting.

However, in Menomonie we have seen attendance and needs at the Club continue to grow since it opened years ago. With a reputation for high-quality programming, children want to attend the Club, and their parents want them to attend. As the cost of childcare increases, along with other household living expenses, households find tremendous benefit in using the Club. Even as demand is high, the Board and leadership of the Clubs have made the difficult decision to cap membership at 200 at River Heights and daily attendance at no more than 50, which are the levels we were operating at in 2023. This is in anticipation of the loss of COVID-era funding in September 2024.

I would encourage you to also review the fact sheet that I've attached, which highlights the number of youth we serve and the breadth of the programs and services that we are able to offer. We cannot continue to provide these valuable services to the youth of the Menomonie community without everyone's support – that of our local business, residents, other non-profit organizations, and our local government. On behalf of the Boys & Girls Club in Menomonie and the many youth that need our support, I ask that you consider granting our subsidy request for this year.

Sincerely,

**Lauren Evans**

Director | Corporate Social Responsibility

T: 612.678.2067

M: 715.797.3396

Ameriprise Financial, Inc.  
562 Financial Center  
Mail routing: S-12-00562  
901 3rd Ave S  
Minneapolis, Minnesota 55402



\*\*\*\*\* "This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, any disclosure, copying, use or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us by reply email, or call, and immediately and permanently delete the message and any attachments. Thank you." \*\*\*\*\*





**BOYS & GIRLS CLUBS**  
OF THE GREATER CHIPPEWA VALLEY

**2023**

## GREAT FUTURES START HERE.

### Our Mission

To inspire and enable all youth, especially those who need us most, to reach their full potential as productive, responsible, and caring citizens.

### Who We Serve



### Our reach



### What we provide

When kids attend **high-quality youth development programs** like the **Boys & Girls Clubs**, they become **resilient, build life skills, and live healthy lifestyles.**

### AT OUR CLUBS, MEMBERS HAVE ACCESS TO:



A Safe Environment



Academic Support



High Quality Programs



Supportive Relationships



Meals & Snacks



### Membership Cost:

**\$15** per child or **\$30** per household annually  
**\$25** per day for Day Off School Program - Pre-registered  
Summer - **\$60** per child per week ☀️

Contact: Jeff Jaeger - CEO | [jjaeger@cclubs.org](mailto:jjaeger@cclubs.org) | 715-598-7201



# 2023

**BOYS & GIRLS CLUBS**  
OF THE GREATER CHIPPEWA VALLEY

## Menomonie Centers

River Heights Elementary  
615 24th Ave W

Menomonie Middle School  
920 21st SE

Menomonie, WI 54751

### More than an after school program...

We don't offer daycare services. Our focus is helping all young people succeed through curriculum-based programs and high-yield activities designed to help members reach our

#### 3 Priority outcomes:



**Academic Success**



**Good Character & Citizenship**



**Healthy Lifestyles**

### Menomonie Highlights



**15,011 total healthy meals and snacks** prepared and served at the Club.



**221 days, the Club was open**, serving members after school and in the summer months.



**Average Daily Attendance** 60 members - School year 50 members - Summer



Weekly, young people engage in **Power Hour, STEM, Healthy Habits, and Career Workforce Development** programs.

### Key characteristics of Boys & Girls Clubs

- Dedicated facilities for youth
- Open when kids need us most
- Trained professional staff
- Available and affordable for ALL youth

**Serving ages 2nd (must be 7 years - old) - 8th grade**

### Our Programs

- Leadership & Service
- Education
- The Arts
- Health & Wellness
- Sports & Recreation

## CVCLUBS.ORG

### Hours:

Regular School Days: 3:15 pm - 6:30 pm (River Heights)  
3:15 pm - 7:00 pm (Middle School)  
Non-School Days: 7:30 am - 6:00 pm

### Contact:

River Heights Elementary  
Call: 715-233-2540  
menomoniecenter@cvclubs.org

Menomonie Middle School  
Call: 715-953-6366  
menomoniecenter@cvclubs.org

### Transportation



Members walk from school to the Club

Members are bused from school to Club.



4-Nov-24

2024 Claims

	<u>Description</u>	<u>Total Invoice</u>	<u>Amt Overdrawn</u>
ACE HARDWARE	MACHINERY & EQUIPMENT PARTS AND REPAIR SUPPLIES/ STREET LIGHTING SMALL TOOLS	\$138.96	\$138.96
AUTO VALUE	MACHINERY & EQUIPMENT PARTS AND REPAIR SUPPLIES	\$12.45	\$12.45
8 & 8 ELECTRIC	LAB OPER SUPPLIES & EXP CONTRACT REPAIRS	\$3,740.00	\$308.78
BAYSIDE PRINTING	WATER CUST ACCTS - ACCTS & COLL EXP	\$154.39	\$154.39
CINTAS	MACHINERY & EQUIPMENT PARTS LAUNDRY/CARPET SERVICE	\$32.38	\$32.38
CIVIC PLUS	SEWER, WATER, GENERAL FUND - ADVERTISING AND PROMOTION	\$7,441.24	\$4,909.27
CORE AND MAIN	WATER MAINT OF METERS MATERIALS/SUPPLIES	\$13,485.00	\$13,485.00
EMPLOYEE	COMM SERVICE EMPLOYEE EXAMS & TESTING	\$150.00	\$100.00
HAAS	WATER MAINT OF METERS, CONTRACT SERVICES, GF SIDEWALK MATERIALS SUPPLIES, SOLID WASTE RECYCLING GRANT EXPENSES	\$3,056.97	\$3,056.97
HERITAGE CRYSTAL CLEAN	MACHINERY & EQUIPMENT PARTS WASHER CLEANER SERVICE	\$605.66	\$605.66
I STATE TRUCK CENTERS	MACHINERY & EQUIPMENT PARTS AND REPAIR SUPPLIES	\$220.92	\$220.92
MANPOWER	TREASURER WAGES	\$1,802.63	\$1,802.63
MONROE TRUCK	MACHINERY & EQUIPMENT PARTS AND REPAIR SUPPLIES/VEHICLE REPAIR	\$12,105.57	\$12,105.57
NELSON REFRIGERATION	LAB OPER SUPPLIES & EXP CONTRACT REPAIRS	\$306.79	\$306.79
TAINTER MACHINE	MACHINERY & EQUIPMENT PARTS AND REPAIR	\$85.00	\$85.00
WELD & RILEY	TID #1S LEGAL COUNSEL, COUNCIL ATTORNEY, GENERAL FUND LEGAL COUNSEL	\$7,789.50	\$2,397.00
XCEL ENERGY	POLICE - RANGE/WEAPON/RIOT CONTROL	\$20.93	\$20.93
	<b>Total</b>	<b>\$51,148.39</b>	<b>\$39,742.70</b>

2024 Parking Utility Claims

	<u>Description</u>	<u>Total Invoice</u>
VISUAL MANAGEMENT	UNIFORMS	\$98.88
	<b>Parking Total</b>	<b>\$98.88</b>

10-31-24

**LICENSES – November 6, 2024**

**LICENSE YEAR 2024-2025**

**TEMPORARY CLASS “B” BEER LICENSE:**

Menomonie Youth Hockey Association – 620 17<sup>th</sup> St. SE

- Stout Hockey
  - 11/08/2024-11/09/2024
  - 11/22/2024-11/23/2024
  - 12/13/2024
  - 01/03/2025-01/04/2025
  - 01/24/2025-01/25/2025
  - 02/07/2025-02/08/2025

**TAXI CAB/ VEHICLE FOR HIRE:**

Chippewa Valley Transportation, N6031 County Rd H, Elk Mound, WI 54739