



# CITY OF MENOMONIE

COUNCIL MEETING

CITY COUNCIL CHAMBERS

7:00 PM

Monday – December 16, 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. New Business**
  - a. Proposed Development Agreement with TDW Enterprise, LLC (614 Main Street East) – discussion and possible action.
  - b. Proposed DAF Construction and Maintenance Agreement with ConAgra – discussion and possible action.
  - c. Approve Engineering Services Task Order with Cedar Corporation for DAF – discussion and possible action.
  - d. Award Pine Avenue Reconstruction Contract – discussion and possible action.
  - e. Award Leisure Services Center Bathroom Renovation Contract – discussion and possible action.
  - f. Award City Hall Office Improvement Contracts – discussion and possible action.
  - g. Award Boulevard Tree Replacement Contract – discussion and possible action.
  - h. Consideration of proposed updated City Handbook – discussion and possible action.
  - i. Approve 2025-2029 Farm Leases – discussion and possible action.
  - j. Consideration of Resolution 2024-22 regarding Proposed Building Inspection Department Permit Fee Schedule – discussion and possible action.
  - k. Consideration of Resolution 2024-23 regarding ARPA-SLFRF Reallocations – discussion and possible action.
  - l. Consideration of Ordinance 2024-17, an Ordinance amending Title 3, Chapter 2, Section 2 Room Tax Rate Increase – discussion, possible introduction, possible waiver of the 1<sup>st</sup> reading, possible waiver of the second reading and possible adoption.
  - m. Request from the Police Department to sell or dispose of surplus items – discussion and possible action.
  - n. Mayoral Appointments to Boards and Commissions – discussion and possible action
    - i. Paul Pillman – Housing Authority
    - ii. Derek Hughes – Housing Authority
- 5. Budget Transfers**
  - a. Police Department Budget Transfer
- 6. Mayor's Report**

**7. Communications and Miscellaneous Business**

- a. January City Council Meetings will be Monday January 6 and Tuesday January 21.

**8. Claims**

**9. Licenses**

- a. Consideration of Class "A" Beer License application for Synergy Community Cooperative located at 2320 STH 25 North (Menomonie Cenex North) – discussion and possible action.
- b. Consideration of "Class A" Liquor (Cider Only) License application for Synergy Community Cooperative located at 2320 STH 25 North (Menomonie Cenex North) – discussion and possible action.
- c. Consideration of Reserve "Class B" Liquor License for Corner Store MN, LLC located at 2302 South Broadway Street (Circle C) – discussion and possible action.
- d. Normal license list – discussion and possible action

**10. Adjourn**

"PUBLIC ACCESS"

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# City Council Agenda

## Staff Comments

### Monday – December 16, 2024



#### 4. New Business

- A. Enclosed is a proposed Development Agreement with TDW Enterprise, LLC (614 Main Street East). If the Council supports the agreement, the appropriate action is a motion to **Approve the Development Agreement with TDW Enterprise, LLC as Presented** (roll call vote).
- B. Enclosed is a proposed DAF Construction and Maintenance Agreement with ConAgra. If the Council supports the agreement, the appropriate action is a motion to **Approve the DAF Construction and Maintenance Agreement with ConAgra as Presented** (roll call vote).
- C. Enclosed is a proposed Task Order for Engineering Services for the DAF with Cedar Corporation. If the City Council supports the task order, the appropriate action is a motion to **Approve the Task Order for Engineering Services for the DAF with Cedar Corporation in the amount of \$661,500** (roll call vote).
- D. Enclosed is the Bid Tabulation from the recent bidding for Pine Avenue and adjacent Wakanda Park improvements. If the City Council supports the project, the appropriate action is a motion to **Award the Pine Avenue Reconstruction Project Contract to Haas Sons, Inc. at a cost of \$1,403,204.95** (roll call vote). Please note that reallocation of ARPA-SLFRF funds is recommended for this item (see Agenda Item # 4-K).
- E. Enclosed is the Bid Tabulation from the recent bidding for Leisure Services Center Bathroom Renovations. If City Council concurs, the appropriate motion would be **Award the Leisure Services Center Bathroom Renovation Contract to Durand Builders Service at a cost of \$86,040** (roll call vote). Please note that reallocation of ARPA-SLFRF funds is recommended for this item (see Agenda Item # 4-K).
- F. Enclosed is a recommendation regarding City Hall Office Improvements. If City Council concurs, the appropriate motion would be to **Award the City Hall Office Improvement Contracts to Builders First Source, Dunn Rite Construction, and Eau Claire Business Interiors at a total cost of \$28,810.14** (roll call vote). Please note that reallocation of ARPA-SLFRF funds is recommended for this item (see Agenda Item # 4-K).

- G. Enclosed is a recommendation regarding Boulevard Tree Replacements. If the City Council concurs, the appropriate motion would be to **Award the Boulevard Tree Replacement Contract to Legacy Trees at a cost of \$15,520** (roll call vote). Please note that reallocation of ARPA-SLFRF funds is recommended for this item (see Agenda Item # 4-K).
- H. Enclosed is the updated City Handbook. City staff will review the updates and answer any questions. If the Council supports the update, the appropriate action is a motion **to Approve the Amended City of Menomonie Employee Handbook as Presented Going Into Effect on January 1, 2025**. (simple majority vote)
- I. Enclosed are the bids for the 2025-2029 farmland leases. City Staff recommends accepting the bid for each area. If the City Council concurs, the appropriate motion would be **to Approve the 2025-2029 Farm Leases to Tim Taylor (Area A), Govin's Meats & Berries (Area B), Troy Behling (Area C), and Agri Shop Diversified Services (Area D), as presented** (simple majority).
- J. Enclosed is Resolution 2024-22 regarding an updated Building Inspection Department Permit Fee Schedule. The Chief Building Inspector will be at the meeting to answer Council questions. If the City Council concurs, the appropriate motion would be **to Approve Resolution 2024-22 regarding the Building Inspection Department Permit Fee Schedule** (simple majority vote).
- K. On January 22, 2024, the City Council approved the allocation of \$1,732,369 dollars from the American Recovery Plan Act – State Local Fiscal Recovery Fund (ARPA-SLFRF). The last contracts for ARPA-SLFRF projects (see agenda items # 4-D, 4-E, 4-F, and 4-G) are on this same agenda for approval. In order to minimize the return of unused ARPA-SLFRF funds to the State of Wisconsin, City Staff recommend approval of proposed Resolution 2024-23, which reallocates funds between the various projects. If the City Council concurs, the appropriate motion would be to **Approve Resolution 2024-23 regarding ARPA-SLFRF Reallocations** (simple majority vote).
- L. Enclosed is Ordinance 2024-17 amending Title 3, Chapter 2, Section 2 regarding increasing the Room Tax Rate. If the Council supports this recommendation, the appropriate action is to **Introduce Ordinance 2024-17, An Ordinance Amending Section 3-2-2 of the City Code to Increase the Room Tax Rate from Seven (7%) Percent to Eight (8%) Percent**. Possible **Motion to Waive the 1<sup>st</sup> Reading**. (simple majority vote) Possible **Motion to Waive the 2<sup>nd</sup> Reading**. (simple majority vote) Possible **Motion to Adopt**. (roll call vote)
- M. The Police Department requests Council approval to sell their 2003 Ford F150. Chief Hollister will be present to answer any questions the City Council might have. If the Council concurs, the appropriate motion would be to **Authorize the Police Department to sell the surplus item as presented** (simple majority).
- N. Enclosed are the appointments requested by the Housing Authority. Paul Pillman is renewing for another 5-year term, and Derek Hughes will be replacing Maria Varsho, who resigned. Derek will



complete Maria's term in addition to the next 5-year term.

## 5. Budget Transfers

The Budget Transfers are enclosed in the packet. If the City Council supports the budget transfers, the appropriate motion would be to **Approve the Budget Transfers, as Presented** (Roll Call Vote).

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 Vote).

## 7. Communications and Miscellaneous Business

Please note that the January City Council meetings will be on Monday, January 6, and **Tuesday**, January 21 (due to the Martin Luther King, Jr. Holiday).

## 8. 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 Vote).

A revised list will be distributed before the meeting if any additional claims are identified. In that case, the appropriate motion would be to **Approve the Revised Claims List, as Presented** (Roll Call Vote).

## 9. Licenses

- A. Synergy Community Cooperative has applied for a Class "A" Beer License at 2320 STH 25 North (Menomonie Cenex). The Police Chief, City Attorney, and City Clerk will be on hand to answer any questions that the City Council might have. If the City Council Concurs, the appropriate motion would be to Approve the **Class "A" Beer License application for Synergy Community Cooperative located at 2320 STH 25 North (Menomonie Cenex North)** (simple majority or, if requested, roll call vote).
- B. Synergy Community Cooperative has applied for a "Class A" Liquor (Cider Only) License

for use at 2320 STH 25 North (Menomonie Cenex). The Police Chief and City Clerk will be on hand to answer any questions the City Council might have. If the City Council Concur, the appropriate motion would be to Approve the **“Class A” Liquor (Cider Only) License application for Synergy Community Cooperative located at 2320 STH 25 North (Menomonie Cenex North)** (simple majority or, if requested, roll call vote).

- C. Corner Store MN, LLC has applied for a Reserve “Class B” Liquor License for use at 2302 South Broadway Street. The Police Chief, City Attorney, and City Clerk will be on hand to answer any questions the City Council might have. If City Council Concur, the appropriate motion would be **to Approve the “Class B” Liquor License application for Corner Store MN, LLC, located at 2302 South Broadway Street (Circle C)** (simple majority or, if requested, roll call vote).
- D. No normal license applications have been received at as of this writing. If any additional licenses are identified prior to the meeting, 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).



## OFFICIAL COUNCIL PROCEEDINGS

A regular meeting of the City Council of the City of Menomonie, Dunn County, Wisconsin, was held in open session on December 2, 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, Sutherland, McCullough, Schwebs, Gentz, Solberg, Schlough, and Sommerfeld. Erdman and Yonko were absent.

MOTION made by McCullough, seconded by Schwebs, and carried unanimously to approve the minutes of the November 20, 2024 council meeting.

PUBLIC HEARING – None

PUBLIC COMMENTS – Becca Schoenborn, Executive Director of Downtown Menomonie, spoke in support of funding the 2025 subsidy requests, agenda item 5 (b). Jeff Frawley, member of Downtown Menomonie, spoke in support of funding the 2025 subsidy requests, agenda item 5 (b). Mike Stewart, member of Downtown Menomonie, spoke in support of funding the 2025 subsidy requests, agenda item 5 (b). Jeremiah Gerdin, member of Downtown Menomonie, spoke in support of funding the 2025 subsidy requests, agenda item 5 (b). Dustin Olson, Fund Development Officer for the Mabel Tainter Theater, spoke in support of funding the 2025 subsidy requests, agenda item 5 (b).

MOTION was made by Crowe, seconded by McCullough, and carried unanimously on roll call vote to approve the 2025 Water Utility Budget, as presented.

MOTION was made by Schwebs, seconded by McCullough, and carried unanimously on roll call vote to approve the Wastewater Utility Budget, as presented

MOTION was made by McCullough, seconded by Sutherland, and carried unanimously on roll call vote to approve the Solid Waste Budget, as presented.

MOTION was made by Sommerfeld, seconded by Solberg, and carried unanimously on roll call vote to approve the Storm Water Utility Budget, as presented.

MOTION was made by Gentz, seconded by McCullough, to approve the 2025 TID Budgets, with the Mabel Tainter being funded at \$60,000 and Downtown Menomonie at \$25,000. Motion failed. Ayes (3): Crowe, McCullough, Gentz. Nos (6): Luther, Sutherland, Schwebs, Solberg, Schlough, Sommerfeld.

MOTION was made by Crowe, seconded by McCullough, to approve the 2025 TID Budgets, with the Mabel Tainter being funded at \$45,000 and Downtown Menomonie at \$25,000. Motion passed. Ayes (8): Luther, Crowe, Sutherland, McCullough, Gentz, Solberg, Schlough, Sommerfeld. Nos (1): Schwebs.

MOTION was made by Schwebs, seconded by Solberg, and carried unanimously on roll call vote to approve the 2025 Construction Fund Budget, as presented.

MOTION was made by Schlough, seconded by Crowe, and carried unanimously to approve the Land Lease Agreement with Christmas Miracle, Inc., as presented

MOTION was made by McCullough, seconded by Sommerfeld, and carried unanimously on roll call vote to award the Christmas Miracle Shed Materials Contract to Menards at a cost not to exceed \$24,000.

MOTION was made by Crowe, seconded by Gentz, and carried unanimously on roll call vote to award the Wolske Bay Shed Purchase Contract to Premier Portable Buildings at a cost not to exceed \$4,621.

MOTION was made by Solberg, seconded by Sommerfeld, and carried unanimously to approve the proposed Wakanda Water Park Fee Schedule, as presented.

MOTION was made by McCullough, seconded by Sutherland, and carried unanimously to approve the proposed Solid Waste Fee Schedule, as presented.

MOTION was made by Luther, seconded by Sutherland, and carried unanimously on roll call vote to authorize the Treasurer to write off the NSF checks totaling \$115.68 and the Uncollectable Personal Property Tax Bills totaling \$1,342.16, as presented.

MOTION was made by Crowe, seconded by Sutherland, and carried unanimously on roll call vote to approve the expenditure of \$5,483.22 in ARPA Funds for the Fire Department to help pay for a refurbished ambulance.

BUDGET TRANSFERS – MOTION to approve the Community Services Department internal budget transfer, as presented, was made by Schlough, seconded by Solberg, and carried unanimously on roll call vote.

MAYOR'S REPORT – Mayor Knaack reported that the holiday lights are on at Wolske Bay after a lot of work went into decorating and there's a chance that ice skating may be open this weekend. The Mayor also reported that the flooding of the rink at Winter Wonderland has begun and it will be ready for ice skating soon. The Mayor shared that the Winterdaze Parade will be on December 12 with a reversed route this year.

COMMUNICATIONS AND MISCELLANEOUS BUSINESS – City Administrator, Erik Atkinson thanked department heads for preparing the various budgets for 2025, from the general fund budgets to the utilities, TID and construction funds. Atkinson also thanked council members for being part of the process in establishing the budget for 2025, acknowledging that there were difficult decisions that had to be made in this cycle.

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

**December 2, 2024 Claims**

24/7	\$350.26
AT&T	\$37.09
AUTO VALUE	\$7.49
AVENU	\$3,426.33



CINTAS	\$175.26
COLFAX MESSENGER	\$855.04
CRESCENT LANDSCAPE SUPPLY INC.	\$2,400.00
CUSHMAN MOTOR COMPANY	\$278.52
EO JOHNSON	\$967.69
GFL	\$69.76
LEAGUE OF WI MUNICIPALITIES	\$25.00
MAIN STREET GRAPHICS	\$32.00
MANPOWER	\$1,417.88
MAUG CLEANING	\$1,810.50
MIDWEST AERIAL INSPECTIONS	\$1,642.00
NORTHERN LAKE SERVICE INC.	\$786.42
PREMIER TRUCK GROUPS	\$89.69
PRIMADATA	\$336.72
STAPLES	\$461.78
UNIFORM SHOPPE	\$1,128.80
WELD RILEY	\$8,997.50
<b>Total</b>	<b>\$25,295.73</b>

**2024 Parking Utility Claims**

**Parking Total** **\$0.00**

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

Kate Martin, City Clerk



*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 & City Council  
FROM: Administrator Atkinson  
SUBJECT: Development Agreement with TDW Enterprise, LLC  
DATE: November 26, 2024  
ATT: Development Agreement

City administration and staff negotiated a development agreement with TDW Enterprise, LLC, to renovate 614 Main Street East (previously the Lakeside Lounge). The agreement provides reimbursement incentives of up to \$50,000 for qualified renovations and up to \$17,510 in Pay-Go tax increment financing. Financing is made possible through Tax Increment District (TID) 19. The agreement is in your packet for review. If the Council supports the agreement, the appropriate action is a motion to *Approve the Development Agreement between the City of Menomonie and TWD Enterprise, LLC, with Incentives Provided through Tax Increment District 19.* (Roll Call Vote)



## DEVELOPMENT AGREEMENT

This Development Agreement (this “*Agreement*”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “*Effective Date*”), by and between TWD Enterprise LLC a Wisconsin limited liability company (the “*Developer*”), and the City of Menomonie, a Wisconsin municipal corporation (the “*City*”). The Developer and the City may be referred to individually as a “*Party*” or collectively as the “*Parties*.”

### RECITALS

**WHEREAS**, the City has created Tax Increment District Nineteen (the “*TIF District*”) and adopted a Project Plan (the “*Project Plan*”) to finance certain costs to include development within the TIF District; and

**WHEREAS**, to achieve the objectives of the Project Plan and to make the land within the TIF District available for development by private enterprise for and pursuant to the uses specified in the Project Plan, the City has determined to assist as hereinafter set forth to permit the development to proceed; and

**WHEREAS**, the Project Plan provides a Façade Improvement Grant Program (the “*Façade Program*”) where downtown businesses within the TIF District may receive financial assistance for projects to renovate building fronts and exterior improvements, such as paving, landscaping, signage, and lighting improvements;

**WHEREAS**, the Project Plan further provides the City may provide cash grants as development incentives (“*Cash Grants Program*”) to developers to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs;

**WHEREAS**, the Developer has proposed such a Façade Program and Cash Grants Program development, as hereinafter described, within the TIF District, which the City has determined will promote and carry out the development objectives of the City and provide additional employment opportunities within the City; and

**WHEREAS**, the Parties have determined that Developer’s proposed project in the TIF District is eligible for financial assistance in the amount of up to \$50,000.00 under the Façade Program and is further eligible for financial assistance in the amount of up to \$17,510.00 under the Cash Grants Program as PAY-GO, for aggregate financial assistance from the City of up to \$67,510.00, as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and definitions which are hereby incorporated into this Agreement and of the mutual covenants and promises each Party has made to the other as set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

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

“Agreement” means this Development Agreement by and between the Developer and the City, as the same may be amended from time to time.

“City” means the City of Menomonie located in Dunn County, Wisconsin.

“Developer” means TWD Enterprise LLC, a Wisconsin limited liability company.

“Development Property” means the building at 614 East Main Street, Menomonie, WI, further described in Exhibit A.

“Eligible Costs” has the meaning set forth in Section 3.a.(2)a of this Agreement.

“Material Change” means a change which impacts the Project’s minimum value by more than five percent (5%) or requires approval due to City Ordinance.

“Project” means the proposed renovation of 614 Main Street East that includes, but is not limited to, improvements of the exterior stairs, and exterior façade improvements (including paint, siding, windows, and signage), remediation of hazardous materials (asbestos and lead), and Americans with Disabilities Act compliance improvements (both exterior and interior).

**2. Conditions Precedent.** As a condition precedent to the undertakings required of the Parties to this Agreement, neither the City nor Developer shall be obligated to proceed until:

**a. With regard to the Developer:**

(1) The Developer has obtained all building or other permits, if any, required by the City or appropriate governmental licensing/permitting authority.

**b. With regard to the City:**

(1) Final passage by the City’s governing body of this Development Agreement.

**3. Undertakings.** The Parties covenant and represent that, subject to the conditions precedent specified in Section 2 above, the Developer and City undertake to complete, in the time schedule to be specified, the following matters or improvements:

**a. By the City:**

(1) Tax Incremental Financing: To induce the Developer to undertake the Project on the site, the City does hereby extend to the Developer tax increment financing (TIF) as outlined in Sections 3.a.(2), 3.a.(3), and 3.a.(5) below for expenditures in connection with site improvements.

(2) Façade Program Financing. The City hereby commits to provide tax incremental financing to the Developer in the amount NOT to exceed 10% of the total cost of allowable improvements, but not greater than \$50,000.00 (FIFTY THOUSAND AND 00/100 DOLLARS). These funds are to be expended for the following improvements:

**a.** Exterior façade improvements (including stairs, paint, siding, windows, and signage) (collectively the “*Façade Eligible Costs*”).

- b. Before the City reimburses the Developer for the costs referenced in Section 3.a.(2), the Developer shall submit copies of paid invoices for review and approval to substantiate the costs for the Façade Eligible Costs described above.
- (3) Cash Grants Program Financing. In the event the Façade Program Financing does not exceed \$50,000.00 (FIFTY THOUSAND AND 00/100 DOLLARS), the City hereby commits to provide tax incremental financing to the Developer in an amount which is the difference between \$50,000.00 (FIFTY THOUSAND AND 00/100 DOLLARS) and the total amount of Façade Program Financing as provided in Section 3.a.(2) of this Agreement. The Cash Grants Program Financing shall be 10% of the Cash Grants Eligible Costs, as defined below, and the total amount of Façade Program Financing and Cash Grants Program Financing as provided in Section 3.a.(2) and 3.a.(3) of this Agreement shall not exceed \$50,000.00 (FIFTY THOUSAND AND 00/100 DOLLARS). These funds are to be expended for the following improvements:
- a. Remediation of hazardous materials (asbestos and lead), and Americans with Disabilities Act compliance improvements (collectively "*Cash Grants Eligible Costs*").
  - b. Before the City reimburses the Developer for the costs referenced in Section 3.a.(3), the Developer shall submit copies of paid invoices for review and approval to substantiate the costs for the Cash Grants Eligible Costs described above.
- (4) PAY-GO Financing: Subject to the limitations hereinafter set forth, in order to further encourage the Developer to undertake the Project on the Development Property, the City will provide the Developer payments, beginning when the Development Property has reached the Minimum Value, as defined in Section 3.b., of this Agreement, totaling the maximum amount of \$17,510.00 (the "*Maximum TIF*") payable annually in installments calculated as 85% of available tax increment generated from the Development Property after the Project is completed in each year (the "*Available Tax Increment*"). Such payment to be made on or before October 15, provided that the Developer has paid the full amount of property taxes due on the Project for the prior year on or before January 31. Payments of the Available Tax Increment, shall commence on October 15 of the year following completion of the Project, and shall continue on each subsequent October 15 until the earlier of (i) the Maximum TIF has been paid to the Developer; or (ii) five (5) additional years have elapsed. The amount of the Available Tax Increment shall be calculated by the City's municipal advisor. The commencement of the annual payments shall begin following the completion of the Project. The tax increment projections are attached and incorporated herein as **Exhibit B**.

**b. By Developer.**

- (1) Subject to the terms and conditions of this Agreement, the Developer hereby agrees and commits to construct and complete the Project by December 31, 2025. The Project will be built according to construction plans prepared by the Developer and approved by applicable state and local agencies.
- (2) Construction plans shall include all specifications and designs for site improvements, which shall be subject to the approval of the City. In the event the Developer desires to make any Material Change in the construction plans after their approval by the City, the Developer must first submit the proposed change to the City for approval.
- (3) The Developer acknowledges in order to receive any of the PAY-GO financing as described in Section 3.a.(5), above, the Development Property must provide an assessed value when the Project is completed of not less than \$400,000.00 (the "*Minimum Value*").

**4. Guarantees of Developer.** Both Parties to this Agreement understand that there will be the commitment of and/or expenditure of public monies through the tax increment financing process in the subject land in an amount not to exceed 10% of the total cost of allowable improvements of the Project, but not greater than \$50,000.00 (FIFTY THOUSAND AND 00/100 DOLLARS) for the Façade Program and Cash Grants Program and an amount not to exceed \$17,510.00 for the PAY-GO Financing. The Parties hereto intend to provide that the Developer give adequate guarantees and security to ensure that the minimum improvements will be constructed and the public monies will be repaid. The Parties intend for this guarantee to cover the period of time before and after construction to allow for the completion of the improvements and the amortization of public expenditures for this Project.

**5. Notices.** All notices or other communications required or permitted as provided in this Agreement shall be in writing, and shall be deemed to have been given and received: (i) when personally delivered or sent via e-mail; (ii) one day after being sent by a nationally recognized overnight courier with guaranteed next day delivery; or (iii) the day of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, to the address set forth below.

If to Developer:           TWD Enterprise LLC  
                                  Attn: Jeremiah Gerdin  
                                  616 3rd Street East  
                                  Menomonie, WI 54751-2521  
                                  Email: jeremiahgerdin@gmail.com

If to the City:             City of Menomonie  
                                  800 Wilson Avenue



Menomonie, WI 54751  
Attn: City Administrator  
Email: [atkinsone@menomonie-wi.gov](mailto:atkinsone@menomonie-wi.gov)

6. **Force Majeure:** Performance by the Parties hereunder shall not be deemed an event of default where delays are proximately caused by any strike, lockout, riot, flood, earthquake, fire, casualty, act of God, governmental restriction, unusually severe weather, or other act beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for such cause shall be for the period of the enforced delay, but in no event shall such delay exceed thirty (30) days, notwithstanding reason. In the event of a thirty (30) day delay, or a delay which substantially interferes with the construction of the Project, the non-defaulting Party shall have the right to undertake and perform the obligations of the defaulting Party and to charge the defaulting Party for any cost or expense incurred in performing on the defaulting Party's behalf.
7. **Cooperation:** The City and the Developer agree to mutually cooperate in the performance of the terms and conditions of this Agreement and shall take all necessary steps that may be reasonably required to accommodate the obligations herein specified.
8. **Compliance with Laws.** The Parties hereto shall comply with all federal, state and local laws with respect to the Development Property, including but not limited to laws governing building and construction, the environment, nondiscrimination, and employment and contracting practices, to the extent they are applicable.
9. **Good Faith.** The Parties to this Agreement shall exercise good faith in performing any obligation that Party has assumed under the terms of this Agreement including, but not limited to, the performance of obligations that require the exercise of discretion and judgment.
10. **Attorney's Fees.** In the event any party is required to enforce the terms of this Agreement through legal action, the prevailing Party, as determined by a court of competent jurisdiction, shall be entitled to recover its reasonable attorney's fees and expenses.
11. **Entire Agreement.** This document contains the entire agreement between the Developer and the City with respect to the Project and the development incentives herein and it shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns. This Agreement may be modified only by a written amendment signed by the Parties.
12. **Governing Law.** The laws of the state of Wisconsin shall govern this Agreement. The venue of any actions or suits involving this Agreement shall be in the Circuit Court for Dunn County, Wisconsin.
13. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

**14. Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

**15. Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the same effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or rendering any other provision or provisions contained invalid, inoperative or unenforceable to any extent whatever.

**16. Construction of Agreement.** Each Party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed strictly in favor or against either Party. It shall be construed simply and fairly to each Party.

**IN WITNESS WHEREOF**, the Parties have executed this Development Agreement as of the Effective Date.

**CITY OF MENOMONIE**, a Wisconsin municipal corporation

---

By: Randy Knaack  
Its: Mayor

ATTEST:

---

By: Catherine Martin  
Its: Clerk

**TWD ENTERPRISE LLC**, a Wisconsin limited liability company

---

By: Jeremiah Gerdin  
Its: Authorized Member

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot One (1) of Certified Survey Map No. 4997, as recorded in Volume 25 Certified Survey Maps, Page 127, as Document No. 668539;

INCLUDING PART OF Lot Eight (8), Block Seventy-one (71), Original Plat of Menomonie;

LOCATED IN the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ), Section Twenty-six (26), Township Twenty-eight (28) North, Range Thirteen (13) West, City of Menomonie, Dunn County, Wisconsin.

**EXHIBIT B**  
**TAX INCREMENT PROJECTIONS**

[attached]



City of Menomonie

Increment Forecast

Pay-Go Incentive Allocation	
Years 1-5:	85%

TID No. 19 - 614 Main Street East Development

Base Value	\$143,300.00
After Renovations	\$400,000.00
<b>Increment Value</b>	<b>\$256,700</b>

Creation Year	2024
End of Expenditure Period	2039
Maximum Life of the District (Final Year)	2045
Final Revenue Collection Year	2045

Construction Year	Valuation Year	Revenue Year	Revenues					Expenses		Balances		
			613 Main Street East	Projected New Valuation Total	TID Value Increment	Tax Rate	Project Tax Increment	Total Revenues	Pay-Go Incentive	Total Expenses	Annual Balance	Culmulative Balance
2023	2024	2025										
2024	2025	2026										
2025	2026	2027	\$143,300.00	\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00	\$3,502.00	\$3,502.00	\$618.00	\$618.00
2026	2027	2028		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00	\$3,502.00	\$3,502.00	\$618.00	\$1,236.00
2027	2028	2029		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00	\$3,502.00	\$3,502.00	\$618.00	\$1,854.00
2028	2029	2030		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00	\$3,502.00	\$3,502.00	\$618.00	\$2,472.00
2029	2030	2031		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00	\$3,502.00	\$3,502.00	\$618.00	\$3,090.00
2030	2031	2032		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00			\$4,120.00	\$7,210.00
2031	2032	2033		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00			\$4,120.00	\$11,330.00
2032	2033	2034		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00			\$4,120.00	\$15,450.00
2033	2034	2035		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00			\$4,120.00	\$19,570.00
2034	2035	2036		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00			\$4,120.00	\$23,690.00
2035	2036	2037		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00			\$4,120.00	\$27,810.00
2036	2037	2038		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00			\$4,120.00	\$31,930.00
2037	2038	2039		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00			\$4,120.00	\$36,050.00
2038	2039	2040		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00			\$4,120.00	\$40,170.00
2039	2040	2041		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00			\$4,120.00	\$44,290.00
2040	2041	2042		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00			\$4,120.00	\$48,410.00
2041	2042	2043		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00			\$4,120.00	\$52,530.00
2042	2043	2044		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00			\$4,120.00	\$56,650.00
2043	2044	2045		\$400,000.00	\$256,700.00	16.05	\$4,120.00	\$4,120.00			\$4,120.00	\$60,770.00



**City of Menomonie**  
David Schofield

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

---

**TO:** Mayor Knaack and City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** ConAgra DAF Agreement  
**DATE:** December 16, 2024 City Council Meeting

ConAgra discharges industrial wastewater to the City of Menomonie under the terms of an existing 2009 Wastewater Collection and Treatment Agreement. One of the provisions of this agreement (and City Code) is that fats, oils and grease (or “FOG”) are required to be less than 100 milligrams per liter (mg/L). Unfortunately, ConAgra has been discharging approximately four times that amount or 400 mg/L since 2022. This amount of FOG has a negative impact on the operation of the Wastewater Treatment Plant.

City Staff and ConAgra have been working together since March 2023 to identify the most cost-effective method to reduce FOG. ConAgra hired the engineering firm Mead & Hunt to study the matter and they recommended constructing and maintaining a Dissolved Air Flotation (DAF) Facility. The DAF which will use chemicals to sequester the FOG and air bubbles to lift it to the surface where a mechanical sweeper will move it to a collection tank. The collection tank will then be pumped to a tanker truck and hauled to the City’s digester. The DAF Facility will be located downstream of the city’s Equalization Tank (EQ) Facility. The DAF Facility is expected to cost more than \$7 million dollars. ConAgra then hired Mead & Hunt to design the DAF Facility.

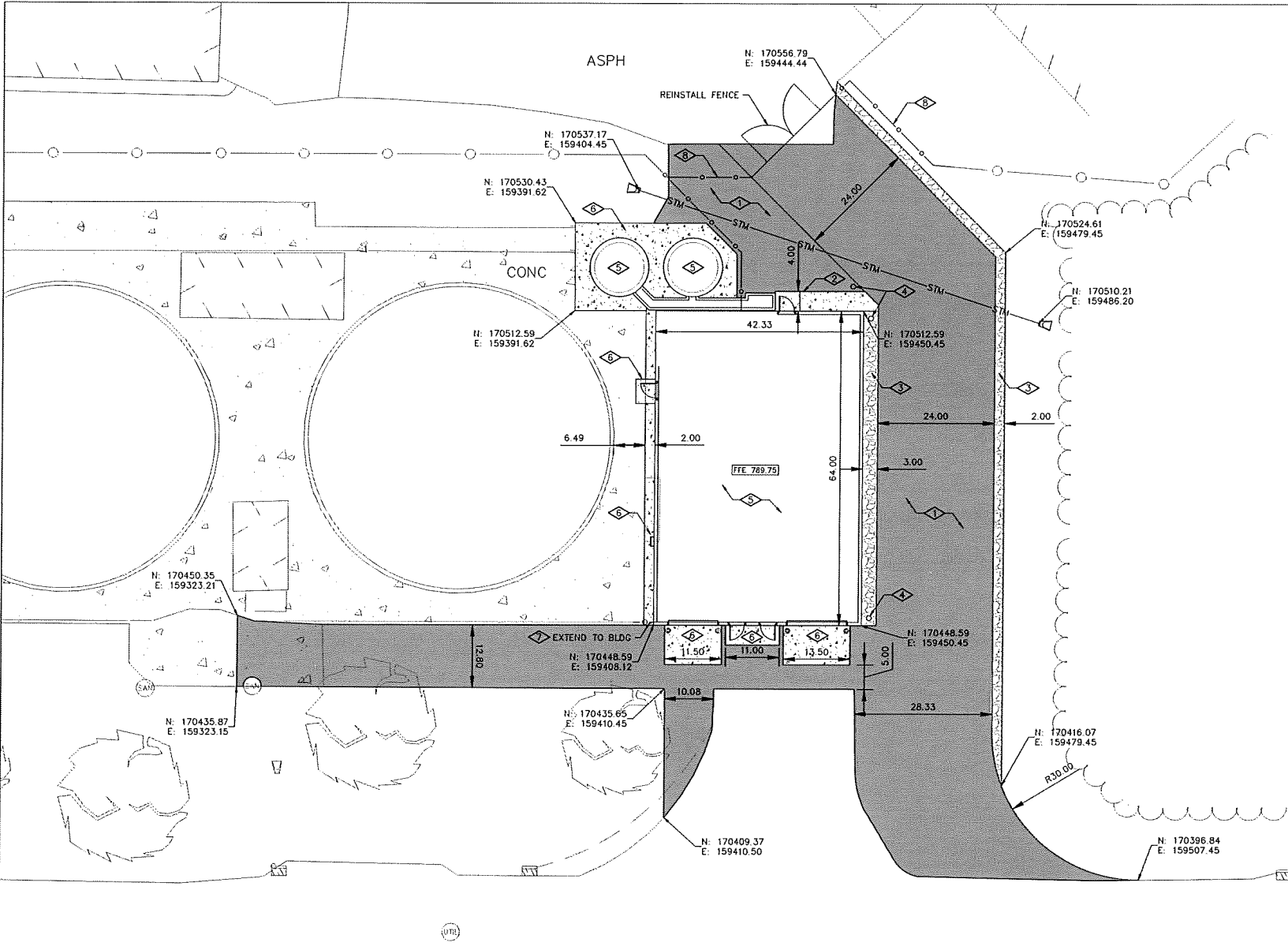
City Staff and ConAgra have been negotiating an agreement to cover the cost of constructing and maintaining the DAF Facility. The proposed agreement is attached. In the agreement, the City will bid, construct and maintain the DAF Facility and ConAgra will reimburse the City for 100% of the cost.

On a related note, City Staff have obtained a task order to provide engineering services including bidding, contract administration, construction services and post-construction services. The task order is attached. The proposal is in the amount of \$661,500, a portion of which will be subcontracted to Mead & Hunt. As noted above, the cost of these services will be reimbursed by ConAgra.

If the City Council concurs, the appropriate motions would be:

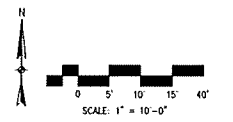
- **Approve the DAF Construction and Maintenance Agreement with ConAgra** (simple majority vote).
- **Approve the Task Order for Engineering Services for the DAF with Cedar Corporation in the amount of \$661,500** (roll call vote).





**GENERAL NOTES:**  
 1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

- KEYED NOTES:**
- 1 INSTALL ASPHALT PAVEMENT PER (210)
  - 2 INSTALL CONCRETE SIDEWALK PER (210)
  - 3 INSTALL AGGREGATE PAVEMENT PER (210)
  - 4 INSTALL SITE BOLLARD PER (231)
  - 5 SEE STRUCTURAL AND MECHANICAL PLANS FOR BUILDING AND EQUIPMENT DETAILS
  - 6 INSTALL CONCRETE PER STRUCTURAL PLANS
  - 7 INSTALL DECORATIVE FENCE PER (220)
  - 8 INSTALL CHAIN-LINK FENCE PER (210)



X:\461731A\230675.02\TCH\CAD\B3M-230675.02.dwg Jul 17, 2024 - 12:36pm 03/02



6737 West Washington Street, Suite 3500  
 Milwaukee, WI 53214-6648  
 T 800.748.7423 | meadhunt.com

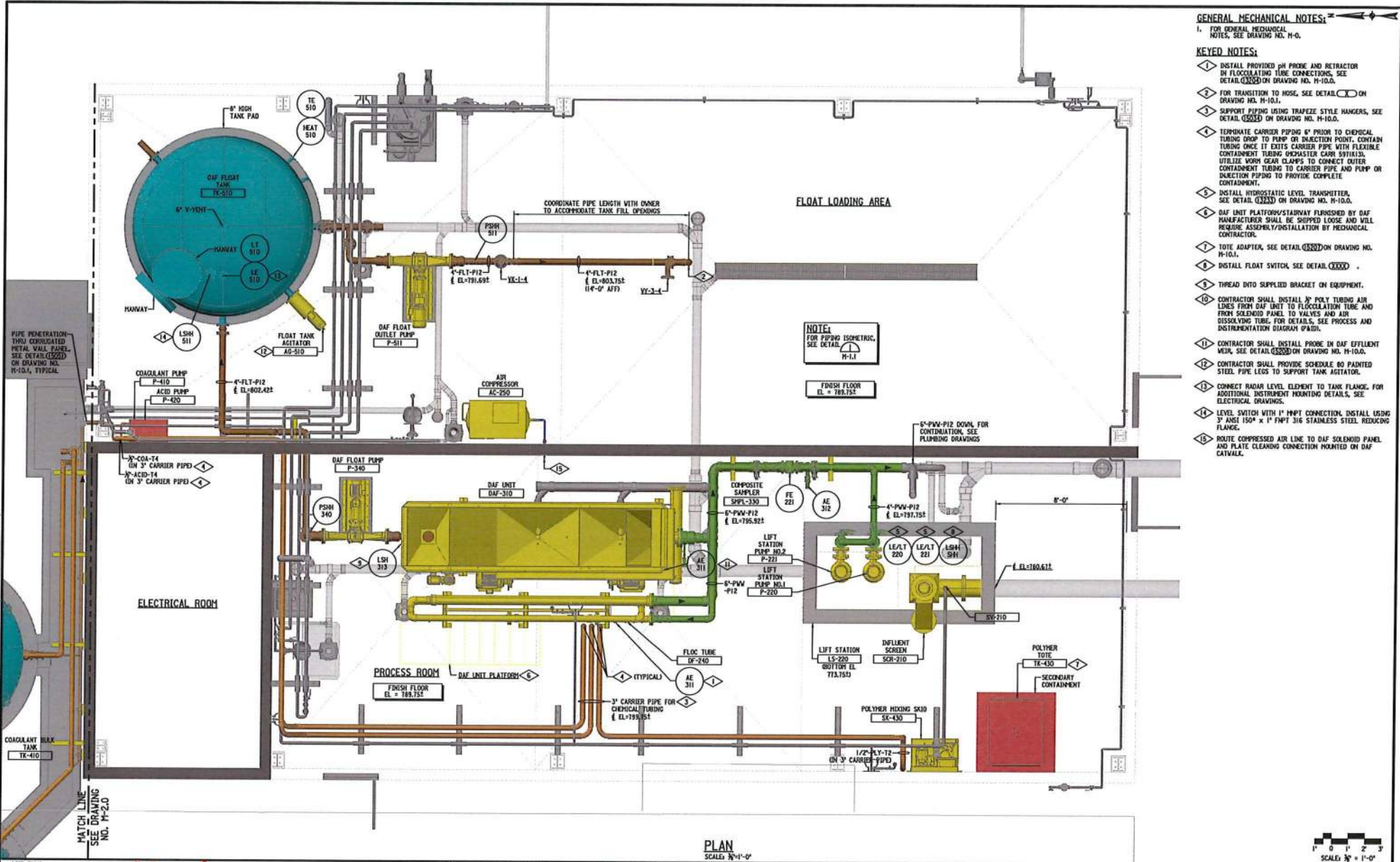
VERIFY SCALE  
 BAR IS ONE INCH ON ORIGINAL DRAWING  
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGN	DATE	BY	REVISION
DW	7-17-24	ZAH	90% DESIGN - NOT FOR CONSTRUCTION
DW	6-4-24	ZAH	80% DESIGN - NOT FOR CONSTRUCTION

WWTP PROJECT  
 CONAGRA  
 104 RIVER ROAD  
 MENOMONIE, WISCONSIN 54751

SITE/CIVIL PLAN  
 DIMENSIONED SITE PLAN

SHEET NO.	DATE	PROJECT NO.
---	JUNE 2024	230675.02



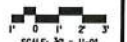
**GENERAL MECHANICAL NOTES:**

1. FOR GENERAL MECHANICAL NOTES, SEE DRAWING NO. M-0.
- KEYED NOTES:**
  1. INSTALL PROVIDED pH PROBE AND RETRACTOR IN FLOCCULATING TUBE CONNECTIONS, SEE DETAIL (C520) ON DRAWING NO. M-10.0.
  2. FOR TRANSITION TO HOSE, SEE DETAIL (C500) ON DRAWING NO. M-10.1.
  3. SUPPORT PIPING USING TRAPEZE STYLE HANGERS, SEE DETAIL (C505) ON DRAWING NO. M-10.0.
  4. TERMINATE CARRIER PIPING 6" PRIOR TO CHEMICAL TUBING DROP TO PUMP OR INJECTION POINT. CONTAIN TUBING ONCE IT EXITS CARRIER PIPE WITH FLEXIBLE CONTAINMENT TUBING (CHECKER BOARD STYLE). UTILIZE WORM GEAR CLAMPS TO CONNECT OUTER CONTAINMENT TUBING TO CARRIER PIPE AND PUMP OR INJECTION PIPING TO PROVIDE COMPLETE CONTAINMENT.
  5. INSTALL HYDROSTATIC LEVEL TRANSMITTER, SEE DETAIL (C525) ON DRAWING NO. M-10.0.
  6. DAF UNIT PLATFORM/STAIRWAY FURNISHED BY DAF MANUFACTURER SHALL BE SHIPPED LOOSE AND WILL REQUIRE ASSEMBLY/INSTALLATION BY MECHANICAL CONTRACTOR.
  7. TOTE ADAPTER, SEE DETAIL (C520) ON DRAWING NO. M-10.1.
  8. INSTALL FLOAT SWITCH, SEE DETAIL (C500).
  9. THREAD INTO SUPPLIED BRACKET ON EQUIPMENT.
  10. CONTRACTOR SHALL INSTALL 3/4" POLY TUBING AIR LINES FROM DAF UNIT TO FLOCCULATION TUBE AND FROM SCHEDULE PANEL TO VALVES AND AIR DISSOLVING TUBE. FOR DETAILS, SEE PROCESS AND INSTRUMENTATION DIAGRAM (P&ID).
  11. CONTRACTOR SHALL INSTALL PROBE IN DAF EFFLUENT WEIR, SEE DETAIL (C520) ON DRAWING NO. M-10.0.
  12. CONTRACTOR SHALL PROVIDE SCHEDULE 80 PAINTED STEEL PIPE LEGS TO SUPPORT TANK AGITATOR.
  13. CONNECT RADAR LEVEL ELEMENT TO TANK FLANGE. FOR ADDITIONAL INSTRUMENT MOUNTING DETAILS, SEE ELECTRICAL DRAWINGS.
  14. LEVEL SWITCH WITH 1" NPT CONNECTION. INSTALL USING 3" ANSI 150" x 1" FMP 316 STAINLESS STEEL REDUCING FLANGE.
  15. ROUTE COMPRESSED AIR LINE TO DAF SILENCING PANEL AND PLATE CLEANING CONNECTION MOUNTED ON DAF CATALVA.

NOTE  
FOR PIPING ISOMETRIC,  
SEE DETAIL (M-1)

FINISH FLOOR  
EL. = 789.75'

PLAN  
SCALE: 3/8" = 1'-0"



VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING. 0" = 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	DSGN PDP DR PDP CHK ZAH APVD JIJ	PDP PDP ZAH JIJ	7-17-24	NO. DATE	BOX DESIGN REVIEW ISSUE	ZAH JIJ BY APVD	REV
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WWTP PROJECT  
CONAGRA  
104 RIVER ROAD  
MENOMONIE, WISCONSIN 54751

TREATMENT BUILDING  
MECHANICAL  
PLAN

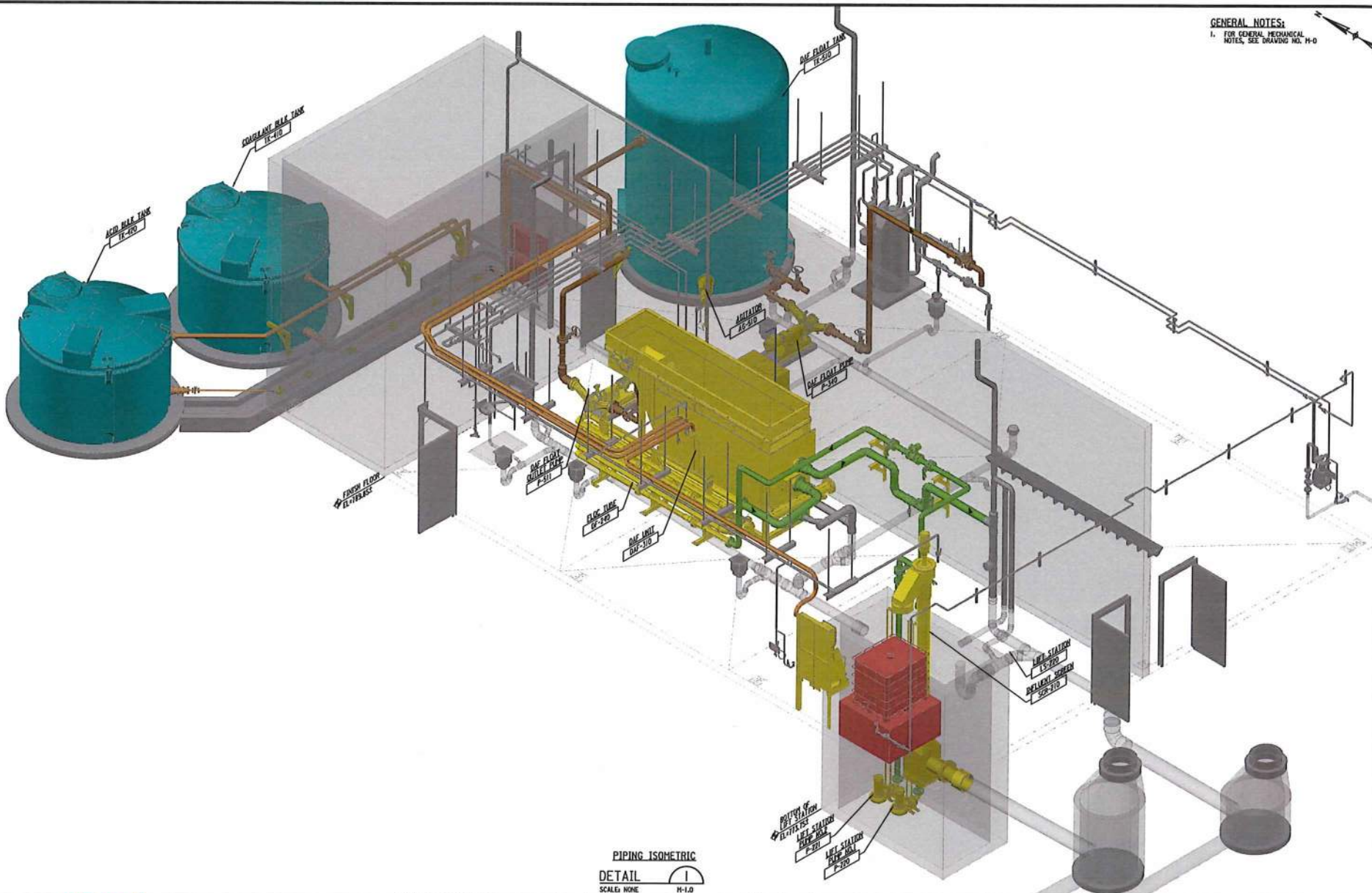
SHEET	---
REV	M-1.0
DATE	JULY 2024
NO.	230675

**Mead & Hunt**  
6737 West Washington Street, Suite 3500  
Milwaukee, WI 53214-5648  
T 800.748.7423 | meadhunt.com

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GENERAL NOTES:  
 1. FOR GENERAL MECHANICAL NOTES, SEE DRAWING NO. M-0



PIPING ISOMETRIC  
 DETAIL  
 SCALE: NONE 1/1-1.0

W:\MEAD\230675\230675-001\DWG\MEAD\230675-001.dwg 3D Project 25015191.rvt 3D Model 25015191-230675-001.dwg Jul 17, 2024 - 2:00pm 02/00



6737 West Washington Street, Suite 3500  
 Milwaukee, WI 53214-5548  
 T 800.748.7423 | meadhunt.com

VERIFY SCALE	DSGN	PDP																	
BAR IS ONE INCH ON ORIGINAL DRAWING.	DR	PDP																	
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	CHK	ZAH																	
	APVD	JJZ																	
			NO.	DATE	7-17-24	90% DESIGN REVIEW ISSUE			ZAH	JJZ									
						REVISION			BY	APVD									

WWTP PROJECT  
 CONAGRA  
 104 RIVER ROAD  
 MENOMONIE, WISCONSIN 54751

TREATMENT BUILDING  
 MECHANICAL  
 PIPING ISOMETRIC

SHEET NO.	--
FIG. NO.	M-1.1
DATE	JULY 2024
PROJ. NO.	230675

## DAF CONSTRUCTION AND MAINTENANCE AGREEMENT

This DAF Construction and Maintenance Agreement (this “*Agreement*”) is entered into as of the Effective Date, as hereinafter defined, by and between the City of Menomonie, a Wisconsin municipal corporation (the “*City*”) and ConAgra Foods Packaged Foods, LLC, a Delaware limited liability company (“*ConAgra*”). The City and ConAgra may be referred to individually as a “Party” or collectively as the “Parties.”

### RECITALS

**WHEREAS**, The City operates a Publicly Owned Treatment Works (the “*POTW*”) under authorization of a Wisconsin Pollutant Discharge Elimination System Permit;

**WHEREAS**, ConAgra is the current owner and operator of a food production plant that processes milk and produces pudding and powered cocoa located at 104 River Road in Menomonie, Wisconsin (the “*Plant*”);

**WHEREAS**, The City previously adopted and currently enforces Title 8 Chapter 2 of the City of Menomonie Ordinances (the “*Code*”) which contains requirements for wastewater discharge to the POTW;

**WHEREAS**, ConAgra is classified as an Industrial User as defined in the Code;

**WHEREAS**, The Code prohibits the discharge of “any liquids containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred milligrams per liter (100 mg/L) or containing substances which may solidify or become viscous at temperatures between thirty-two degrees Fahrenheit (32°F) and one hundred fifty degrees Fahrenheit (150°F)” (collectively “*FOG*”);

**WHEREAS**, The City and ConAgra previously entered into and are currently operating under a Wastewater Collection and Treatment Agreement dated August 24, 2009 (the “*Prior Agreement*”), a copy of which is attached hereto as Exhibit A;

**WHEREAS**, Pursuant to the Prior Agreement, ConAgra agreed to comply with the discharge limitations outlined in the Code;

**WHEREAS**, Between March 3, 2022, and June 5, 2023, the City collected and tested eighty-three (83) samples of ConAgra wastewater discharges from the Plant and sixty-one (61) of the samples were found to exceed 100 mg/L of FOG and the average FOG for all samples was approximately 400 mg/L.

**WHEREAS**, FOG discharges in excess of what is allowed by the Code has a negative impact on the operation of the POTW;

**WHEREAS**, ConAgra has, at its own cost, retained an engineering firm to evaluate potential off-site improvements to capture FOG discharged from the Plant prior to entering the POTW;

**WHEREAS**, The engineering firm recommended the installation of a Dissolved Air Flotation Facility (the “*DAF Facility*”) between the equalization storage tanks and the POTW which would separate a significant portion of the FOG from the Plant’s wastewater discharge;

**WHEREAS**, The DAF Facility would include: sanitary manholes; underground and aboveground piping; influent screen; lift station; flocculating tube; dissolved air flotation unit; aeration pumps; acid tank and pumps; polymer tank and pumps; coagulant tank, heater, and pumps; float tank, heater, and pumps; float receiving pit at the POTW; samplers; electrical controls; SCADA controls; building; and driveway and site improvements;

**WHEREAS**, The separated FOG would be stored in a heated tank and hauled in a new 3,500 gallon tanker truck to the digester at the POTW;

**WHEREAS**, ConAgra, at its own cost, hired an engineering firm to design, prepare regulatory permit applications, prepare construction plans, and prepare bidding documents for the DAF Facility;

**WHEREAS**, ConAgra desires the City to own and maintain the DAF Facility and ConAgra will reimburse the City for all costs associated with building, operating, and maintaining the DAF Facility; and

**WHEREAS**, The City and ConAgra desire to enter into this Agreement to clarify each Party’s responsibilities with respect to the construction, operation, and maintenance of the DAF Facility.

**NOW, THEREFORE**, in consideration of the foregoing recitals and definitions which are hereby incorporated into this Agreement and of the mutual covenants and promises each Party has made to the other as set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. **TERM AND TERMINATION.** The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect until such time the City no longer owns and operates the DAF Facility (the “*Term*”). This Agreement may be terminated only upon mutual written agreement of the Parties or as provided in Section 14 of this Agreement.

2. **DAF FACILITY PARCEL.** ConAgra will, at its own cost, prepare a certified survey map, substantially similar to the survey map attached hereto as Exhibit B, to create a new parcel (the “*DAF Facility Parcel*”) where the DAF Facility will be located. ConAgra agrees to sell the DAF Facility Parcel to the City for the sum of ONE AND 00/100 Dollars (\$1.00). The City agrees to grant ConAgra a perpetual easement on the east half of the DAF Facility Parcel, as shown on Exhibit B, allowing ConAgra to construct, maintain, improve, and access a paved driveway on that portion of the DAF Facility Parcel.

3. **OWNERSHIP OF DAF FACILITY.** The City shall be the owners of the DAF Facility and ConAgra agrees it will not make any claim to ownership regarding the DAF Facility.

4. **CITY'S OBLIGATIONS.** Notwithstanding any other provisions in this Agreement, the City shall have the following obligations concerning the construction; operation; and maintenance of the DAF Facility:

- a. Retain an engineering firm (the "**Engineer**") to assist the City with the bidding and construction of the DAF Facility as provided in Section 4 of this Agreement;
- b. Conduct public bidding and award for the construction of the DAF Facility to the contractor who is the lowest responsible bidder (the "**Contractor**");
- c. Invite ConAgra to attend preconstruction and progress meetings relating to the construction of the DAF Facility;
- d. Provide copies of the Engineer's invoices related to the DAF Facility to ConAgra as provided in this Agreement;
- e. Provide copies of any change order(s) proposed by the Contractor to ConAgra;
- f. Provide copies of the Contractor's pay applications related to the DAF Facility to ConAgra as provided in this Agreement (collectively to "DAF Facility Construction Costs");
- g. Obtain quotes and purchase the Tanker Truck as provided in Section 9;
- h. Create and maintain records of the cost to operate and maintain the DAF Facility including, but not limited to: insurance; utility services for electric, gas, telecommunications, and water; chemical materials; DAF Facility maintenance and replacement; Tanker Truck maintenance and replacement; DAF Facility float hauling; and labor for any employee of the City to the extent said employee is working with the DAF Facility (collectively the "**DAF Facility Operational Costs**"); and,
- i. Reasonably operate the DAF Facility in good faith in accordance with the Prior Agreement.

5. **ENGINEER.** The Engineer shall provide the following services pertaining to the DAF Facility:

- a. Complete final design tasks including, but not limited to: coordination of gas, electric, and telecommunication services with private utilities and prepare all applicable permit applications;
- b. Assist with coordinating the public bidding conducted by the City including, but not limited to: distributing bidding documents; answering questions posed by contractors; prepare and distribute addenda; organize and run online bid opening; review bids; make bid recommendations to the City; attend City of Menomonie Council meetings and communicate with the City staff;
- c. Provide construction phase services including, but not limited to: preparation of contract documents; organize and run preconstruction conferences; review and respond to shop drawings; review and respond to requests for information; provide construction staking; provide full time resident project representative; review



applications for payment and make recommendations to the City staff; review change order requests and make recommendations to the City staff; and provide record drawings; and

- d. Provide post-construction services as needed to ensure the City's Wastewater Pretreatment System is operating as designed and permitted with the addition of the DAF Facility.

**6. REIMBURSEMENT FOR DAF FACILITY CONSTRUCTION COSTS.**

ConAgra agrees to reimburse the City for all costs paid by the City associated with bidding and construction of the DAF Facility including, but not limited to: payment of Contractor's pay applications which have been paid by the City; and legal fees associated with the drafting of this Agreement, on a monthly basis within thirty (30) days of receipt of invoice from the City for the DAF Facility Construction Costs.

**7. REIMBURSEMENT FOR ENGINEERING COSTS.** ConAgra agrees to reimburse the City for all costs paid by the City associated with the Engineer's work related to DAF Facility bidding, construction, and post-construction services during the Term of this Agreement (the "*Engineering Costs*"). ConAgra shall reimburse the City for the Engineering Costs on a monthly basis within thirty (30) days of receipt of invoice from the City for the Engineering Costs.

**8. REIMBURSEMENT FOR DAF FACILITY OPERATIONAL COSTS.**

ConAgra agrees to reimburse the City for all DAF Facility Operational Costs paid by the City on a quarterly basis within thirty (30) days of receipt of invoice from the City for the DAF Facility Operational Costs.

**9. TANKER TRUCK.** The Parties acknowledge and agree a 3,500-gallon tanker truck is required to haul the captured FOG from the DAF Facility to the digester at the POTW. The City shall purchase a new 3,500-gallon tanker truck (the "*Tanker Truck*") to be utilized by the City at the DAF Facility. ConAgra shall reimburse the City for the cost of the Tanker Truck within thirty (30) days of receipt of invoice from the City for the cost of the Tanker Truck. In the event a new tanker truck is required to be purchased in the future to support the DAF Facility because the existing Tanker Truck can no longer reasonably be used for its intended purpose, ConAgra agrees to reimburse the City for the cost of the new tanker truck and any Tanker Truck Maintenance Costs paid by the City as provided in Section 10 of this Agreement.

**10. REIMBURSEMENT FOR TANKER TRUCK MAINTENANCE COSTS.**

ConAgra agrees to reimburse the City for all costs paid by the City associated with the Tanker Truck and related to the DAF Facility during the Term of this Agreement including, but not limited to: maintenance; insurance; and fuel (the "*Tanker Truck Maintenance Costs*"). ConAgra shall reimburse the City for the Tanker Truck Maintenance Costs on a quarterly basis within thirty (30) days of receipt of invoice from the City for the Tanker Truck Costs.

11. **WASTEWATER FLOW ADJUSTMENTS.** ConAgra agrees it shall adjust wastewater flows as requested by the City to accommodate construction of the DAF Facility, including, but not limited to, reducing flows during construction of connection points to the existing sanitary sewer downstream of the flow equalization tanks.

12. **SAMPLING LOCATION.** The Parties agree that the sampling point for billing purposes shall remain the equalization tanks.

13. **INTEREST ON BALANCES NOT PAID WHEN DUE.** ConAgra agrees to pay interest in the amount of 1.5% (one and one-half percent) per month on any balances not paid when due of DAF Facility Construction Costs, Engineering Costs, DAF Facility Operational Costs, Tanker Truck Costs and/or Tanker Truck Maintenance Costs.

14. **EVENTS OF DEFAULT.**

- a. In the event that: (1) ConAgra fails to make payment of any amount due by the terms of this Agreement within thirty (30) days after the due date thereof; or (2) either Party fails to keep and perform any of the covenants, agreements, stipulations or conditions herein contained and such failure continues for fifteen (15) days after written notice of such failure from the non-defaulting Party, the occurrence of such event shall be a breach of this Agreement and considered an “*Event of Default*” or “*Default*.”
- b. If the Party in Default commences to cure the Default within the fifteen (15) day period but cannot reasonably complete the cure within such period, the cure period shall be extended for a reasonable time as necessary to complete the cure, provided that the Party in Default continues to diligently pursue the cure to completion. If the Party in Default fails to cure the Default within the cure period described above, or any extended cure period as permitted herein, the non-defaulting Party shall have the right to pursue any and all remedies available under this Agreement and at law or in equity, including, but not limited to, the right for specific performance and the right to terminate this Agreement upon a subsequent written notice.
- c. No right or remedy herein conferred for a Default is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or hereafter existing at law or in equity or by statute.

15. **BUYBACK.** In the event this Agreement is terminated for any reason, the City shall sell to ConAgra, and ConAgra shall purchase from the City the DAF Facility Parcel; the DAF Facility; and the Tanker Truck for the sum of ONE AND 00/100 Dollars (\$1.00).

16. **PRIOR AGREEMENT.** The terms of the Prior Agreement shall remain in full force and effect, with the following changes. FOG will be no greater than 800mg/l, and pH upper limit will be no greater than 12.2. If necessary, the parties will work together further in good faith to amend the Prior Agreement when the DAF Facility is completed or as otherwise necessary.

17. **NOTICES.** All notices or other communications required or permitted as provided in this Agreement shall be in writing, and shall be deemed to have been given and received: (i) when personally delivered or sent via e-mail; (ii) one day after being sent by a nationally recognized overnight courier with guaranteed next day delivery; or (iii) the day of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, to the address set forth below.

To The City:                      City of Menomonie  
   800 Wilson Avenue  
   Menomonie, WI 54751  
   Attn: City Administrator Eric Atkinson  
   Email: [atkinsone@menomonie-wi.gov](mailto:atkinsone@menomonie-wi.gov)

w/copy to:                             Weld Riley, S.C.  
   3624 Oakwood Hills Pkwy  
   PO Box 1030  
   Eau Claire, WI 54702  
   Attn: Attorney Benjamin D. Ludeman  
   Email: [bludeman@weldriley.com](mailto:bludeman@weldriley.com)

To ConAgra:                             ConAgra  
   104 River Road West  
   Menomonie WI 54751  
   Attn: Chris Larson & Mike Jax  
   Email: [Chris.Larson@conagra.com](mailto:Chris.Larson@conagra.com)  
   Email: [michael.jax@conagra.com](mailto:michael.jax@conagra.com)

w/copy to:                             ConAgra  
   104 River Road West  
   Menomonie, WI 54751  
   Attn: Allison Torrence (Legal and Govt Affairs)  
   Email: [legal.notices@conagra.com](mailto:legal.notices@conagra.com)

18. **INDEMNIFICATION.** ConAgra shall defend, save, and hold harmless the City, its elected officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all third party suits, actions, legal or administrative proceedings,

claims, demands, damages, penalties, liabilities, interest, attorney's fees, decrees, costs, charges and expenses, including reasonable attorney's fees, whether arising out of or in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, which may arise out of or in connection with the breach or default by ConAgra of any condition or obligation proscribed by this Agreement, except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the City.

19. **BINDING ON SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon each of the Parties hereto and their respective successors and assigns.

20. **ASSIGNMENT.** This Agreement may only be assigned by ConAgra with the written consent of the City.

21. **AUTHORIZATION TO ENTER AGREEMENT.** The undersigned hereby affirm they have the requisite authorization to enter into and be bound by the terms of this Agreement.

22. **HEADINGS.** The section headings are for convenience only, and the substantive portions hereof control without regard to the headings.

23. **AMENDMENTS.** This Agreement shall not be amended except by written, mutual consent by the authorized representative of each Party.

24. **CHOICE OF LAW.** This Agreement and all rights, remedies, and obligations hereunder, including, but not limited to, matters of construction, validity, and performance, shall be governed by the laws of the State of Wisconsin. The venue of any actions or suits involving this Agreement shall be in the Circuit Court for Dunn County, Wisconsin.

25. **SEVERABILITY.** If any provision of this Agreement is deemed invalid, illegal, or unenforceable, all other provisions and conditions of this Agreement shall remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the complete understanding between the Parties. No other promises or agreements, either express or implied, shall be binding between them unless made in writing and signed by all Parties.

27. **COUNTERPART AND FACSIMILE SIGNATURES.** This Agreement may be executed in two or more counterparts, all of which counterparts together shall constitute one agreement, and an executed agreement sent by facsimile, email, or other electronic means is as valid as the original.

**IN WITNESS WHEREOF**, the Parties have executed this DAF Construction and Maintenance Agreement on the day and year written below (the latest of which shall be the "*Effective Date*" of this Agreement).

**CITY OF MENOMONIE**, a Wisconsin municipal corporation

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

Attest: \_\_\_\_\_  
City Clerk Katherine Martin

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**CONAGRA FOODS PACKAGED FOODS, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.



**Task Order  
Between Cedar Corporation (ENGINEER)  
and City of Menomonie (OWNER)**

**Authorization to Perform Professional Engineering Services**

ENGINEER is hereby authorized to proceed with the Project listed below. The services are to be completed in a timely manner mutually agreeable with the OWNER and ENGINEER.

**Project:** DAF Pretreatment System for Conagra Brands, Inc. (Conagra) & OWNER.

**Project Description:** The project involves providing final design, bidding, construction, and post construction related engineering services to the OWNER for a DAF pretreatment system at the current Conagra equalization basin site.

**Proposed Scope of Work:** The following is the proposed scope of work for ENGINEER to provide engineering services as described below:

**SECTION 1 – SERVICES**

1.1 FACILITY PLAN AMENDMENT

The ENGINEER agrees to provide the following Facility Plan Services for the PROJECT. Services under 1.1 will be completed by Mead & Hunt, Inc.

ENGINEER shall, under this paragraph, finalize a Facility Plan amendment for the purpose of evaluating the entire pretreatment process to meet the Wisconsin Department of Natural Resources – Wisconsin Pollutant Discharge Elimination System Permit.

The ENGINEER shall submit the Facility Plan Amendment to the WDNR for approval.

1.2 FINAL DESIGN SERVICES

The ENGINEER agrees to provide the following Design Services for the PROJECT. Services under 1.2 will be completed by Mead & Hunt, Inc.

ENGINEER shall, under this paragraph, prepare computations, designs, drawings, specifications, and other documents for the ultimate purpose of the receiving of bids and/or construction of the PROJECT.

**Preparation of Contract Documents:** This generally includes Advertisement for Bids, Instructions to Bidders, General Conditions, Supplementary Conditions, Proposals, Agreements, Miscellaneous Forms, Specifications, Drawings, and Schedules.

**Approval of Contract Documents:** The ENGINEER shall submit sufficient copies of the Contract Documents to the various agencies which have final review authority on the design of the PROJECT and shall make such adjustments to these documents as are required to receive final approval.

The following Design approvals are anticipated:

- WDNR Wastewater Facility Plan Amendment Approval
- WDNR Plan and Specification Approval
- WDSPPS Building, HVAC and Plumbing Approvals

**Construction Permits and Approvals:** It is understood that approval of the Contract Documents may not be sufficient to allow construction of the PROJECT. In many cases, the PROJECT requires permits and approvals that relate to the construction and not to the design (e.g., Corps of Engineers, Highway, Planning Agencies, etc.). The ENGINEER shall adopt any design requirements of these permits and approvals into the Contract Documents as a part of the work under this paragraph, however, permit and approval applications, surveys, and reports shall not be included under the services of this paragraph.

The following Construction permit submittals are included under this paragraph:

- WDNR Storm Water Notice of Intent, if required.

**Coordination:** Coordination of subcontractors, agents or employees of the OWNER in the compilation of data for the PROJECT. It is understood that if subsurface exploration such as borings, soil tests and the like are made to determine amounts of rock excavation or other subsurface conditions, the ENGINEER will furnish coordination of said exploration but the costs incident to such exploration shall be paid for by the OWNER.

### 1.3 BIDDING AND CONTRACT AWARD

The ENGINEER agrees under this paragraph, to assist the OWNER in obtaining and evaluating bids on the PROJECT as follows:

- Assist the OWNER in obtaining bids by furnishing digital project bid documents to QuestCDN eBid for downloading of bid documents by those requesting such. Maintain a record of bid document holders.
- Printing (2) sets of Bid documents for use in the PROJECT construction phase
- Interpretation of Contract Documents and preparation of Addenda during the bidding period
- Administer the bid opening
- Preparation of bid tabulations
- Analysis of bid result.
- Consultation with the OWNER on the award of contracts
- Assist in preparation of formal Contract Documents for review by the OWNER's legal representative

### 1.4 GENERAL PROJECT ADMINISTRATION

The ENGINEER agrees to provide the following General Administrative Services for the PROJECT. OWNER and ENGINEER agree that the ENGINEER shall be obligated to provide only that degree of scrutiny of the Contractor's work as is described in this part. Only if specifically included otherwise in this Agreement shall the ENGINEER provide full or part-time Resident Engineering Services for the PROJECT.

The performance of General Administrative Services specifically excludes direction or supervision of the Contractor or his employees in the performing of their work in a safe, legal or proper manner and ENGINEER hereby disclaims any responsibility, therefore.

ENGINEER will endeavor to guard OWNER against defects and deficiencies in the work. However, it is understood and agreed by and between ENGINEER and OWNER that with respect to defects and deficiencies in the work, ENGINEER'S role under this subsection is advisory only. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

ENGINEER shall under this paragraph, assist the OWNER in administering the provisions of the Contract Documents as follows:

- Assistance in interpretation of the drawings and specifications and approval of all changes in the Contract Documents.
- Administer the Preconstruction Conference.
- Make decisions regarding the PROJECT as called for in the Contract Documents.
- Assistance in interpretation of the reports of inspection bureaus, laboratories, test borings, and subsurface exploration related to the PROJECT during construction.
- Review of shop drawings and manufacturer's data for general conformance with the Contract Documents.
- Assist in preparation of closeout information as required (i.e., final change orders (quantity adjustments, etc.), contractor general lien waiver forms, Certificate of Substantial Completion, Consent of Surety, Affidavit of Wage Rate Compliance, etc.).
- Final inspection and processing of final contract payment request. (Final unit quantities where appropriate to the method of compensation shall be furnished to the ENGINEER by the OWNER or OWNER's Agent performing Resident Engineering duties.)
- Preparation of a set of record drawings of the completed PROJECT conforming to the construction records provided to the ENGINEER by the Contractor or the OWNER during construction.
- Assistance during Contractor's correction period (warranty). Per the City's request this will be based on (5) hours per week for a 6-month period.
- O&M manuals, per project specifications.

### 1.5 RESIDENT ENGINEERING SERVICES

The ENGINEER agrees to provide Resident Engineering Services for the PROJECT. These services do not guarantee the Contractor's performance which is covered by the Contractor's bond, but by providing these services, the ENGINEER endeavors to protect the OWNER against defects and deficiencies in the PROJECT work and endeavors to insure compliance with the drawings and specifications within reasonable tolerances generally accepted in the Trade.

- The OWNER has requested the ENGINEER to provide **full-time** Resident Engineering which shall provide for a Resident Project Representative to observe performance of the work of the Contractor. However, it is understood that it may be necessary to leave the construction site at various times in the normal performance of resident engineering services.

Services to be offered by the ENGINEER are limited to those specified below:

- The original setting of lines and grades.
- Checking of lines and grades at intervals during construction.
- Observation of completed work for compliance with drawings and specifications.
- Keeping field measurement records.

- Keeping records of the Contractor's activities.
- Negotiation of field changes and change orders for approval by the OWNER and ENGINEER.
- On-site coordination of the PROJECT.
- Recommendation for payment of Contractor's progress payment requests.

**1.6 ADDITIONAL ENGINEERING SERVICES**

The ENGINEER shall under this paragraph provide *optional* Additional Professional Services which are often a part of the project, but which have not been included under previous paragraphs. These services shall be provided **AT ADDITIONAL COST** under the method indicated in Section 2.

Examples of these services include, but are not limited to:

- Providing services which are not in accordance with ENGINEER procedures, standards or normal billing practices, assistance to attorneys and appearances before courts or boards on matters of litigation or arbitration, redesign ordered by the OWNER after the original design concept has been reviewed and accepted by the OWNER, laboratory testing, tune up and testing of equipment, plant operation and maintenance manuals, training of operators, final computation of total eligible PROJECT cost including engineering, construction, administration, etc., for purposes of audit on projects involving grants, etc.

The ENGINEER agrees to provide the following Additional Engineering Services for the PROJECT:

- Equipment start-up and testing per project specifications.
- Operator training per project specifications.
- Post construction (warranty) services.

**SECTION 2 - COMPENSATION**

**2.1 LUMP SUM COMPENSATION**

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraphs 1.1 thru 1.4 on a "Lump Sum" basis, the lump sum price shall include all cost items including labor, overhead, direct expense, and professional fee and shall be in the amount of:

Item 1.1 & 1.2 – FACILITY PLAN AND FINAL DESIGN	\$ 13,000
Item 1.3 – BIDDING	\$ 20,250
Item 1.4 – GENERAL PROJECT ADMINISTRATION	\$267,500

Other Compensation: It is understood that when requested by the OWNER, the ENGINEER shall procure the serves of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER and the ENGINEER shall provide coordination only of these services at the labor rates determined above.

## 2.2 HOURLY RATE AND EXPENSES

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraphs 1.5 and 1.6 on an "Hourly Rate and Expense" basis, such compensation shall include payment for labor, direct expenses, and other compensation as follows:

**Hourly Rate:** The hourly rates to be used for this item shall be determined by the ENGINEER's hourly rate schedule in place at the time the services are being performed. The ENGINEER reserves the right to adjust the overhead rate, which is used in determining the above hourly rates, on a yearly basis.

**Direct Expenses:** Reimbursement of direct expenses incurred in connection with the PROJECT, including but not limited to the following:

- Reimbursable expenses (e.g., long distance telephone, subsistence and lodging, commercial transportation, postage and shipping, expense of purchased services, lease of specialized equipment, etc.).
- Mileage expenses per IRS regulations.
- Fees paid for securing approval of authorities having jurisdiction over the PROJECT.
- Printing and reproduction.
- Equipment costs (e.g., computers, automated survey instruments, CADD equipment, etc.).

The estimated cost follows:

Item 1.5 - RESIDENT ENGINEERING SERVICES	\$313,500.00
Item 1.6 - ADDITIONAL ENGINEERING SERVICES	\$ 47,250.00

**Other Compensation:** It is understood that when requested by the OWNER, the ENGINEER shall procure the services of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER and the ENGINEER shall provide coordination only of these services at the labor rates determined above.

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

## **SECTION 3 - TIMETABLE**

The ENGINEER's services shall be performed as expeditiously as consistent with the orderly progress of the project, including regulatory review timelines. The ENGINEER shall make every effort to complete the work within the time frame set by the OWNER. The ENGINEER's team has the capacity and availability to commence work immediately.



Project No.: TBD

Date: October 4, 2024

Estimated Project Schedule:

Complete Facilities Plan and submit to WDNR	October 2024
Submit Plans and Specifications to WDNR	October 2024
WDNR Facility Plan and P&S Approval	December 2024 (90-day review)
Project Advertising	December 2024
Bid Opening	January 2025
Construction Start	March 2025
Substantial Completion	May 2026
Final Completion	July 2026

The ENGINEER is prepared to work within the above schedule unless delays occur due to unforeseen circumstances beyond the control of the ENGINEER.

**SECTION 4 - SPECIAL CONDITIONS**

- 4.1 The OWNER shall directly pay for all Permit fees for securing approval of authorities having jurisdiction over the PROJECT.
- 4.2 These services will be based on the design, plans, and specifications developed by Mead & Hunt, Inc. for Conagra under a separate design services contract. ENGINEER was not involved with the development of this design or its associated documents.
- 4.3 Cedar Corporation will retain Mead & Hunt, Inc. as a subconsultant for facility plan amendment finalization, final design document modifications, permitting, bidding, and construction related engineering services.

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

Project No.: TBD

Date: October 4, 2024

THIS TASK ORDER is hereby approved and executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF MENOMONIE  
800 Wilson Avenue  
Menomonie, WI 54751

CEDAR CORPORATION  
604 Wilson Avenue  
Menomonie, WI 54751

By: \_\_\_\_\_

By: Kevin R. Oium

Name: \_\_\_\_\_

Name: Kevin R. Oium, P.E.

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

Title: Professional Engineer

By: \_\_\_\_\_

By: Jarrod N. McCurdy

Name: \_\_\_\_\_

Name: Jarrod N. McCurdy, C.S.I.

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

Title: Wastewater Team Lead



**City of Menomonie**  
David Schofield

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

**TO:** Mayor Knaack & City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** Pine Avenue Reconstruction  
**DATE:** December 16, 2024 City Council Meeting

In 2022 the City received a WisDOT MSIS grant in the amount of \$400,000 to reconstruct Pine Avenue from Wilson Street to Game Park Road. The street project will be funded with a combination of the MSIS Grant, WisDNR Safe Drinking Water Loan Program funds and General Obligation Borrowing.

Due to proximity, City Staff have proposed to construct several park improvements within Wakanda Park at the same time as the Pine Avenue improvements in order to benefit from an economy of scale. We have coordinated these projects with Hoops Club, Youth Baseball and Pickleball Association. The City has allotted the following funds from its American Recovery Plan Act State and Local Fiscal Recovery Fund ("ARPA") and from the 2025 General Obligation Borrowing:

- |                                      |           |                                   |
|--------------------------------------|-----------|-----------------------------------|
| 1. ARPA Wakanda Basketball Court     | \$115,000 | (City Budget Line # 33.55410.855) |
| 2. ARPA Wakanda Batting Cage         | \$29,000  | (City Budget Line # 33.55410.856) |
| 3. Two (2) Wakanda Pickleball Courts | \$75,000  | (City Budget Line # 33.55410.795) |

Due to underruns on other ARPA budget lines, there are additional funds that can be allocated to this project which will be discussed later in the agenda.

A public information meeting for the adjacent residents was held on October 29. City Staff have coordinated with the School District of Menomonie and Cedar Corporation has incorporated traffic control plans to maintain access to Wakanda Elementary School.

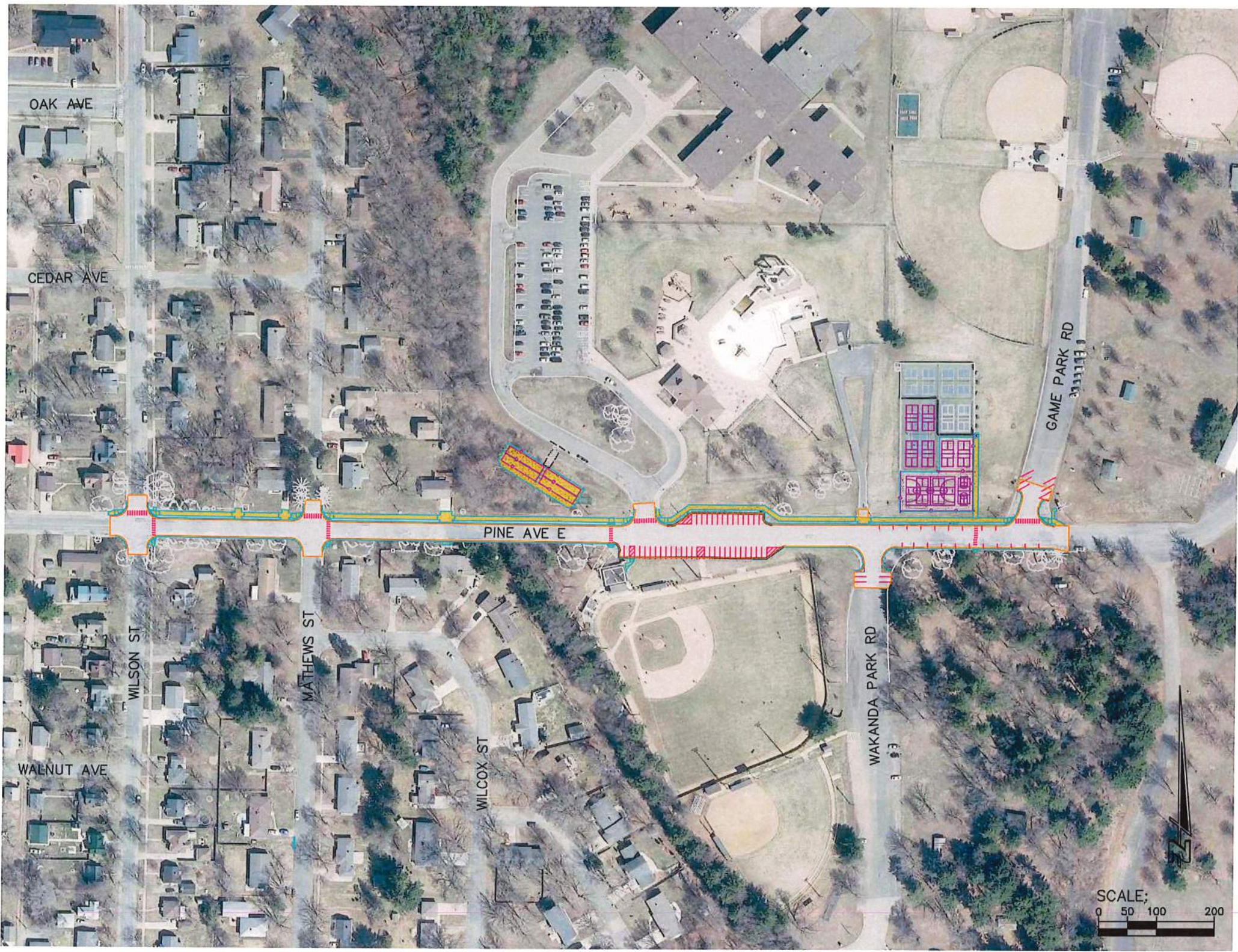
Cedar Corporation prepared plans and bidding documents and solicited public bids on the City's behalf. On December 11 five (5) bids were received. See the attached bid tabulation.

City Staff recommends accepting the low bid from Haas Sons, Inc. If City Council concurs, the appropriate motion would be ***Award the Pine Avenue Reconstruction Project Contract to Haas Sons, Inc. at a cost of \$1,403,204.95*** (roll call vote).

**Attachments:**

- Plan Excerpt, Bid Tabulation





OAK AVE

CEDAR AVE

WILSON ST

MATHEWS ST

WILCOX ST

WAKANDA PARK RD

GAME PARK RD

PINE AVE E

WALNUT AVE

SCALE;  
0 50 100 200







# BID ANALYSIS

Client	City of Menomonie
Project	Pine Avenue Reconstruction & Wakanda Park Improvements
Prepared By	Kevin R. Oium, P.E.

Project No.	M0055-988
Date	12/11/2024

The City of Menomonie (hereinafter referred to as the OWNER) has received bids on the 11th day of December, 2024 for the Pine Avenue Reconstruction & Wakanda Park Improvements, (hereinafter referred to as the Project); and

Cedar Corporation (hereinafter referred to as ENGINEER) has been retained by the OWNER to prepare bid tabulations, analyze bid results and consult with the OWNER on the award of contracts.

The ENGINEER hereby consults as follows:

1. Bids were received from (5) five bidders. Bids ranged from a low of \$1,403,204.95 to a high of \$1,826,253.45. A summary of the bid tabulation is attached.
2. Based upon ENGINEER's analysis of the bids received on the above PROJECT, the responsive low bidder is:

Haas Sons  
 203 East Birch Street  
 Thorp, WI 54771

Bid Amount: \$1,403,204.95.

3. Our ENGINEER'S estimate prior to bidding was \$1,590,000.
4. Cedar Corporation has worked with Haas Sons on a number of occasions and found them to be a reputable contractor.
4. It is our opinion that the City has received competitive bids for this project.
5. We recommend the City of Menomonie award the project in the amount of \$1,403,204.95 to Haas Sons, contingent upon receipt of proof of bonding and insurance from the contractor.



**Bid Tabulation**

Pine Avenue Reconstruction & Wakanda Park Improvements  
City of Menomonie, Dunn County, WI

December 11, 2024

Line Item	Item Description	Unit	Qty	Haas Sons, Inc. Thorp, WI		Albrightson Excavating, Inc. Woodville, WI		A-1 Excavating LLC Bloomer, WI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>Schedule A - Pine Avenue</b>									
1	Sanitary Sewer Service Lateral, PVC 5DR 35, 4"	L.F.	85	\$43.00	\$3,655.00	\$47.20	\$4,012.00	\$78.00	\$6,630.00
2	Sanitary Sewer Main, PVC 5DR 35, 10"	L.F.	175	\$84.25	\$14,743.75	\$133.00	\$23,275.00	\$91.00	\$15,925.00
3	Sanitary Sewer Service Branches, 8"x4"	EA.	1	\$275.00	\$275.00	\$410.00	\$410.00	\$2,600.00	\$2,600.00
4	Sanitary Sewer Service Branches, 10"x4"	EA.	1	\$325.00	\$325.00	\$410.00	\$410.00	\$350.00	\$350.00
5	Tracer Wire Signal Connection Box	EA.	2	\$100.00	\$200.00	\$135.00	\$270.00	\$200.00	\$400.00
6	Standard Sanitary Manhole	V.F.	20	\$432.00	\$8,640.00	\$557.00	\$11,140.00	\$515.00	\$10,300.00
7	Sanitary Casting, R-1642	EA.	2	\$1,375.00	\$2,750.00	\$1,085.00	\$2,170.00	\$950.00	\$1,900.00
8	Connect to Existing Sanitary Pipe	EA.	4	\$825.00	\$3,300.00	\$1,800.00	\$7,200.00	\$100.00	\$400.00
9	Televising Sanitary Sewer	L.F.	175	\$10.00	\$1,750.00	\$11.00	\$1,925.00	\$6.00	\$1,050.00
10	Manhole Rim Adjustment and Chimney Reconstruction	EA.	1	\$875.00	\$875.00	\$1,150.00	\$1,150.00	\$800.00	\$800.00
11	Removal or Abandonment of Water Main and Hydrant Leads	L.S.	1	\$7,500.00	\$7,500.00	\$5,760.00	\$5,760.00	\$3,100.00	\$3,100.00
12	Removal or Abandoning Valves and Valve Boxes	EA.	2	\$550.00	\$1,100.00	\$450.00	\$900.00	\$250.00	\$500.00
13	Removal and Salvaging Fire Hydrants	EA.	3	\$750.00	\$2,250.00	\$635.00	\$1,905.00	\$500.00	\$1,500.00
14	Water Main, Ductile Iron, 8"	L.F.	280	\$74.50	\$20,860.00	\$77.50	\$21,700.00	\$128.00	\$35,840.00
15	Water Main, Ductile Iron, 12"	L.F.	1525	\$101.50	\$154,787.50	\$103.70	\$158,142.50	\$141.00	\$215,025.00
16	Water Service Pipe, Copper, 1.0"	L.F.	165	\$50.00	\$8,250.00	\$38.45	\$6,344.25	\$95.00	\$15,675.00
17	Water Service Pipe, Copper, 2.0"	L.F.	35	\$73.75	\$2,581.25	\$76.25	\$2,668.75	\$126.00	\$4,410.00
18	Water Service Corporation Valve, 1.0"	EA.	4	\$150.00	\$600.00	\$190.00	\$760.00	\$270.00	\$1,080.00
19	Water Service Corporation Valve, 2.0"	EA.	1	\$390.00	\$390.00	\$425.00	\$425.00	\$595.00	\$595.00
20	Water Service Curb Valve, 1.0"	EA.	4	\$275.00	\$1,100.00	\$390.00	\$1,560.00	\$395.00	\$1,580.00
21	Water Service Curb Valve, 2.0"	EA.	1	\$625.00	\$625.00	\$750.00	\$750.00	\$815.00	\$815.00
22	Hydrant	EA.	5	\$5,800.00	\$29,000.00	\$5,825.00	\$29,125.00	\$5,900.00	\$29,500.00
23	Control Valve and Box, Gate 6"	EA.	5	\$2,300.00	\$11,500.00	\$2,700.00	\$13,500.00	\$2,170.00	\$10,850.00
24	Control Valve and Box, Gate 8"	EA.	7	\$3,050.00	\$21,350.00	\$3,490.00	\$24,430.00	\$3,000.00	\$21,000.00
25	Control Valve and Box, Gate 12"	EA.	7	\$5,800.00	\$40,600.00	\$5,725.00	\$40,075.00	\$6,175.00	\$43,225.00

Line Item	Item Description	Unit	Qty	Haas Sons, Inc. Thorp, WI		Albrightson Excavating, Inc. Woodville, WI		A-1 Excavating LLC Bloomer, WI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>Schedule A - Pine Avenue (continued)</b>									
26	Connect to Existing	EA.	8	\$1,050.00	\$8,400.00	\$1,330.00	\$10,640.00	\$950.00	\$7,600.00
27	Maintain Water Service	L.S.	1	\$2,500.00	\$2,500.00	\$2,550.00	\$2,550.00	\$200.00	\$200.00
28	Ductile Iron Fittings	EA.	43	\$800.00	\$34,400.00	\$685.00	\$29,455.00	\$100.00	\$4,300.00
29	Hydrant Leads (6" DI)	L.F.	75	\$68.00	\$5,100.00	\$74.30	\$5,572.50	\$120.00	\$9,000.00
30	Insulation Board for Frost Shield, 4"	5.F.	320	\$8.00	\$2,560.00	\$7.90	\$2,528.00	\$8.00	\$2,560.00
31	Total Cost Associated with Compliance with Safe Drinking Water Loan Program Funding including American Steel Products & A15 Documentation, Federal Wage Rates and Build America Buy America Act (BABAA)	L.S.	1	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
32	Storm Sewer, PVC, 6"	L.F.	5	\$46.00	\$230.00	\$56.50	\$282.50	\$85.00	\$425.00
33	Storm Sewer, RCP, 12"	L.F.	535	\$60.00	\$32,100.00	\$59.00	\$31,565.00	\$98.00	\$52,430.00
34	Storm Sewer, RCP, 15"	L.F.	360	\$62.50	\$22,500.00	\$62.55	\$22,518.00	\$103.00	\$37,080.00
35	Storm Sewer, RCP, 18"	L.F.	35	\$66.00	\$2,310.00	\$75.70	\$2,649.50	\$116.00	\$4,060.00
36	Storm Sewer, RCP, 24"	L.F.	65	\$80.50	\$5,232.50	\$92.95	\$6,041.75	\$137.00	\$8,905.00
37	Storm Sewer, RCP, 30"	L.F.	10	\$111.00	\$1,110.00	\$127.25	\$1,272.50	\$180.00	\$1,800.00
38	Storm Manhole, Type I	V.F.	21	\$628.00	\$13,188.00	\$640.00	\$13,440.00	\$870.00	\$18,270.00
39	Storm Manhole, Type II	V.F.	15	\$905.00	\$13,575.00	\$920.00	\$13,800.00	\$930.00	\$13,950.00
40	Storm Inlet, Type III	EA.	14	\$1,334.00	\$18,676.00	\$1,880.00	\$26,320.00	\$2,100.00	\$29,400.00
41	Storm Casting, R-1642	EA.	2	\$1,250.00	\$2,500.00	\$650.00	\$1,300.00	\$950.00	\$1,900.00
42	Storm Casting, R-3067(L)	EA.	16	\$895.00	\$14,320.00	\$820.00	\$13,120.00	\$1,050.00	\$16,800.00
43	Storm Casting, R-4342	EA.	2	\$725.00	\$1,450.00	\$560.00	\$1,120.00	\$530.00	\$1,060.00
44	Storm Casting, R-2502(C)	EA.	1	\$900.00	\$900.00	\$750.00	\$750.00	\$715.00	\$715.00
45	Connect to Existing Storm Pipe	EA.	7	\$750.00	\$5,250.00	\$840.00	\$5,880.00	\$100.00	\$700.00
46	Connect to Existing Storm Structure	EA.	2	\$850.00	\$1,700.00	\$2,400.00	\$4,800.00	\$1,000.00	\$2,000.00
47	Televising Storm Sewer	L.F.	995	\$2.00	\$1,990.00	\$6.25	\$6,218.75	\$3.00	\$2,985.00
48	Select Demolition of Curb and Gutter	L.F.	1940	\$3.00	\$5,820.00	\$3.50	\$6,790.00	\$7.00	\$13,580.00
49	Select Demolition of Walls and Foundations	L.F.	175	\$20.00	\$3,500.00	\$21.00	\$3,675.00	\$15.00	\$2,625.00
50	Select Demolition or Abandonment of MHs, Inlets, CBs	EA.	5	\$650.00	\$3,250.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00
51	Saw Cutting	L.F.	635	\$3.00	\$1,905.00	\$3.00	\$1,905.00	\$3.00	\$1,905.00
52	Concrete Pavement Removal	5.Y.	590	\$5.00	\$2,950.00	\$7.00	\$4,130.00	\$8.00	\$4,720.00
53	Asphalt Pavement Removal	5.Y.	9180	\$2.00	\$18,360.00	\$2.00	\$18,360.00	\$6.00	\$55,080.00
54	Excavation	C.Y.	6260	\$9.65	\$60,409.00	\$7.00	\$43,820.00	\$1.00	\$6,260.00

Line Item	Item Description	Unit	Qty	Haas Sons, Inc. Thorp, WI		Albrightson Excavating, Inc. Woodville, WI		A-1 Excavating LLC Bloomer, WI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>Schedule A - Pine Avenue (continued)</b>									
55	Granular Subbase, Roadway	C.Y.	3130	\$0.01	\$31.30	\$12.00	\$37,560.00	\$1.00	\$3,130.00
56	Ganular Subbase, Sidewalk	C.Y.	205	\$28.00	\$5,740.00	\$12.00	\$2,460.00	\$1.00	\$205.00
57	Crushed Aggregate Base, Roadway	C.Y.	2100	\$32.32	\$67,872.00	\$34.10	\$71,610.00	\$50.00	\$105,000.00
58	Crushed Aggregate Base, Driveway	C.Y.	50	\$38.82	\$1,941.00	\$42.35	\$2,117.50	\$60.00	\$3,000.00
59	HMA Pavement, 3MT58-285, Lower Layer, 2.25"	5.Y.	8425	\$12.90	\$108,682.50	\$14.75	\$124,268.75	\$14.80	\$124,690.00
60	HMA Pavement, 4MT58-345, Upper Layer, 1.75"	5.Y.	8425	\$12.91	\$108,766.75	\$11.25	\$94,781.25	\$11.40	\$96,045.00
61	HMA Pavement, Driveway	5.Y.	40	\$64.61	\$2,584.40	\$101.00	\$4,040.00	\$111.00	\$4,440.00
62	HMA Joint Sawing and Sealing	L.F.	2500	\$5.09	\$12,725.00	\$4.50	\$11,250.00	\$5.30	\$13,250.00
63	Concrete Curb and Gutter, 24" Barrier	L.F.	3000	\$16.00	\$48,000.00	\$15.50	\$46,500.00	\$15.00	\$45,000.00
64	Concrete Sidewalk, 4"	5.F.	10920	\$5.50	\$60,060.00	\$6.75	\$73,710.00	\$6.50	\$70,980.00
65	Concrete Sidewalk and Driveways, 6"	5.F.	2270	\$7.00	\$15,890.00	\$10.00	\$22,700.00	\$9.50	\$21,565.00
66	Detectable Warning Field, Rectangular	5.F.	110	\$54.00	\$5,940.00	\$55.00	\$6,050.00	\$53.00	\$5,830.00
67	Detectable Warning Field, Radial	5.F.	180	\$60.00	\$10,800.00	\$65.00	\$11,700.00	\$60.00	\$10,800.00
68	Pavement Marking, 4" Epoxy	L.F.	2435	\$1.00	\$2,435.00	\$1.00	\$2,435.00	\$1.00	\$2,435.00
69	Pavement Marking, Parking Stall, 4" Epoxy	L.F.	1230	\$3.75	\$4,612.50	\$3.75	\$4,612.50	\$3.90	\$4,797.00
70	Pavement Marking, Channelizing, 8" Epoxy	L.F.	205	\$2.00	\$410.00	\$2.00	\$410.00	\$3.00	\$615.00
71	Pavement Marking, Stop Line, 12" Epoxy	L.F.	150	\$18.00	\$2,700.00	\$18.00	\$2,700.00	\$19.00	\$2,850.00
72	Pavement Marking, Crosswalk, 6" Epoxy	L.F.	385	\$12.00	\$4,620.00	\$12.00	\$4,620.00	\$13.00	\$5,005.00
73	Pavement Marking, Crosswalk, 24" Epoxy	L.F.	110	\$21.00	\$2,310.00	\$21.00	\$2,310.00	\$22.00	\$2,420.00
74	Pavement Marking, Symbols, Epoxy	EA.	2	\$185.00	\$370.00	\$185.00	\$370.00	\$194.00	\$388.00
75	Signs Type II Reflective H	5.F.	52	\$28.00	\$1,456.00	\$35.00	\$1,820.00	\$46.00	\$2,392.00
76	Posts Tubular Steel 2x2-Inch x 14ft	EA.	36	\$205.00	\$7,380.00	\$400.00	\$14,400.00	\$298.00	\$10,728.00
77	Topsoil, Turf and Grasses	5.Y.	3500	\$9.75	\$34,125.00	\$8.50	\$29,750.00	\$1.00	\$3,500.00
78	Traffic Control	L.S.	1	\$5,400.00	\$5,400.00	\$4,000.00	\$4,000.00	\$21,378.00	\$21,378.00
79	Traffic Control Detour	L.S.	1	\$3,400.00	\$3,400.00	\$4,000.00	\$4,000.00	\$9,304.00	\$9,304.00
80	Clearing and Grubbing	I.D.	142	\$26.00	\$3,692.00	\$40.00	\$5,680.00	\$40.00	\$5,680.00
81	Clearing and Grubbing	5TA.	2	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00
82	Temporary Ditch Checks	EA.	1	\$75.00	\$75.00	\$95.00	\$95.00	\$150.00	\$150.00
83	Temporary Culvert Pipe Checks	EA.	1	\$75.00	\$75.00	\$120.00	\$120.00	\$150.00	\$150.00
84	Temporary Silt Fence	L.F.	1000	\$2.30	\$2,300.00	\$2.40	\$2,400.00	\$1.00	\$1,000.00
85	Temporary Storm Drain Inlet Protection	EA.	28	\$100.00	\$2,800.00	\$80.00	\$2,240.00	\$10.00	\$280.00
86	Temporary Stone Tracking Pad	EA.	2	\$350.00	\$700.00	\$800.00	\$1,600.00	\$100.00	\$200.00
87	Temporary Erosion Mat Class II, Type B	5.Y.	380	\$2.00	\$760.00	\$2.60	\$988.00	\$4.00	\$1,520.00
<b>Subtotal Schedule A</b>					<b>\$1,160,346.45</b>		<b>\$1,239,509.00</b>		<b>\$1,308,587.00</b>

Line Item	Item Description	Unit	Qty	Haas Sons, Inc. Thorp, WI		Albrightson Excavating, Inc. Woodville, WI		A-1 Excavating LLC Bloomer, WI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>Schedule B - Basketball Court</b>									
88	Saw Cutting	L.F.	70	\$3.00	\$210.00	\$6.00	\$420.00	\$7.00	\$490.00
89	Excavation	C.Y.	270	\$10.00	\$2,700.00	\$32.00	\$8,640.00	\$26.00	\$7,020.00
90	Crushed Aggregate Base Course, Court	C.Y.	225	\$34.20	\$7,695.00	\$42.35	\$9,528.75	\$50.00	\$11,250.00
91	Crushed Aggregate Base Course, Sidewalk	C.Y.	20	\$39.20	\$784.00	\$42.35	\$847.00	\$60.00	\$1,200.00
92	HMA Pavement, 4LT58-285, Lower Layer, 1.75"	5.Y.	1000	\$11.78	\$11,780.00	\$15.60	\$15,600.00	\$15.70	\$15,700.00
93	HMA Pavement, 5LT58-345, Upper Layer, 1.25"	5.Y.	1000	\$11.79	\$11,790.00	\$10.35	\$10,350.00	\$10.50	\$10,500.00
94	Concrete Sidewalk, 4"	5.F.	1300	\$5.50	\$7,150.00	\$6.75	\$8,775.00	\$6.70	\$8,710.00
95	10' High Chain Link Fence	L.F.	330	\$61.00	\$20,130.00	\$42.00	\$13,860.00	\$44.00	\$14,520.00
96	10' High Chain Link Gate	EA.	4	\$450.00	\$1,800.00	\$1,600.00	\$6,400.00	\$1,617.00	\$6,468.00
97	Basketball Acrylic Surfacer Coat	EA.	2	\$4,275.00	\$8,550.00	\$4,300.00	\$8,600.00	\$4,489.00	\$8,978.00
98	Basketball Acrylic Surface Coat with White Line St	EA.	2	\$4,275.00	\$8,550.00	\$4,300.00	\$8,600.00	\$4,489.00	\$8,978.00
99	Basketball Pole Footing	EA.	4	\$800.00	\$3,200.00	\$1,000.00	\$4,000.00	\$2,441.00	\$9,764.00
100	Install Basketball Pole, Backstop and Hoop	EA.	4	\$750.00	\$3,000.00	\$850.00	\$3,400.00	\$893.00	\$3,572.00
101	Temporary Silt Fence	L.F.	200	\$2.40	\$480.00	\$3.00	\$600.00	\$3.00	\$600.00
102	Topsoil, Turf and Grasses	5.Y.	400	\$10.75	\$4,300.00	\$8.50	\$3,400.00	\$10.00	\$4,000.00
<b>Subtotal Schedule B</b>					<b>\$92,119.00</b>		<b>\$103,020.75</b>		<b>\$111,750.00</b>
<b>Schedule C - Baseball</b>									
103	Grubbing	5TA.	1.25	\$2,000.00	\$2,500.00	\$1,500.00	\$1,875.00	\$1,800.00	\$2,250.00
104	Excavation	C.Y.	200	\$10.00	\$2,000.00	\$44.00	\$8,800.00	\$26.00	\$5,200.00
105	Crushed Aggregate Base Course, Cages	C.Y.	80	\$39.20	\$3,136.00	\$42.35	\$3,388.00	\$60.00	\$4,800.00
106	Crushed Aggregate Base Course, Driveway	C.Y.	15	\$39.20	\$588.00	\$42.35	\$635.25	\$60.00	\$900.00
107	Concrete, 4"	5.F.	6450	\$5.50	\$35,475.00	\$6.75	\$43,537.50	\$6.70	\$43,215.00
108	24" Diameter Sonotube	EA.	12	\$360.00	\$4,320.00	\$500.00	\$6,000.00	\$300.00	\$3,600.00
109	30" Diameter Sonotube	EA.	3	\$380.00	\$1,140.00	\$550.00	\$1,650.00	\$400.00	\$1,200.00
110	Storm Sewer, RCP, 18"	L.F.	24	\$70.00	\$1,680.00	\$72.00	\$1,728.00	\$80.00	\$1,920.00
111	Apron Endwall, RCP, 18"	EA.	2	\$2,550.00	\$5,100.00	\$2,230.00	\$4,460.00	\$2,750.00	\$5,500.00
112	Temporary Ditch Check	EA.	1	\$50.00	\$50.00	\$95.00	\$95.00	\$150.00	\$150.00
113	Temporary Silt Fence	L.F.	165	\$2.30	\$379.50	\$2.40	\$396.00	\$3.00	\$495.00
114	Temporary Erosion Mat, Class I, Type B	5.Y.	10	\$2.00	\$20.00	\$15.00	\$150.00	\$6.00	\$60.00
115	Topsoil, Turf and Grasses	5.Y.	750	\$10.75	\$8,062.50	\$8.50	\$6,375.00	\$10.00	\$7,500.00
<b>Subtotal Schedule C</b>					<b>\$64,451.00</b>		<b>\$79,089.75</b>		<b>\$76,790.00</b>



Line Item	Item Description	Unit	Qty	Haas Sons, Inc. Thorp, WI		Albrightson Excavating, Inc. Woodville, WI		A-1 Excavating LLC Bloomer, WI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>Schedule D - Pickleball Courts</b>									
116	Saw Cutting	L.F.	250	\$2.50	\$625.00	\$4.00	\$1,000.00	\$4.00	\$1,000.00
117	Excavation	C.Y.	150	\$10.00	\$1,500.00	\$57.00	\$8,550.00	\$26.00	\$3,900.00
118	Asphalt Pavement Removal	S.Y.	55	\$5.00	\$275.00	\$10.00	\$550.00	\$10.00	\$550.00
119	Remove 6' Chain Link Fence	L.F.	68	\$23.00	\$1,564.00	\$15.00	\$1,020.00	\$12.00	\$816.00
120	Remove 6' Chain Link Gate	EA.	1	\$500.00	\$500.00	\$350.00	\$350.00	\$150.00	\$150.00
121	Crushed Aggregate Base, Court	C.Y.	105	\$34.20	\$3,591.00	\$42.35	\$4,446.75	\$60.00	\$6,300.00
122	Crushed Aggregate Base, Sidewalk	C.Y.	50	\$39.20	\$1,960.00	\$42.35	\$2,117.50	\$60.00	\$3,000.00
123	HMA Pavement, 4LT58-285, Lower Layer, 1.75"	S.Y.	450	\$15.06	\$6,777.00	\$13.90	\$6,255.00	\$14.00	\$6,300.00
124	HMA Pavement, 5LT58-345, Upper Layer, 1.25"	S.Y.	450	\$15.07	\$6,781.50	\$9.65	\$4,342.50	\$10.00	\$4,500.00
125	Concrete Sidewalk, 4"	S.F.	3650	\$5.50	\$20,075.00	\$6.75	\$24,637.50	\$6.70	\$24,455.00
126	6' High Chain Link Fence	L.F.	60	\$76.00	\$4,560.00	\$33.00	\$1,980.00	\$34.00	\$2,040.00
127	4' High Chain Link Fence	L.F.	55	\$76.00	\$4,180.00	\$26.00	\$1,430.00	\$27.00	\$1,485.00
128	6' High Chain Link Gate	EA.	1	\$450.00	\$450.00	\$1,300.00	\$1,300.00	\$1,284.00	\$1,284.00
129	10' High Chain Link Gate	EA.	1	\$450.00	\$450.00	\$1,600.00	\$1,600.00	\$1,617.00	\$1,617.00
130	Pickleball Net Footings	EA.	4	\$1,400.00	\$5,600.00	\$1,000.00	\$4,000.00	\$2,898.00	\$11,592.00
131	Pickleball Net & Accessories	EA.	2	\$1,400.00	\$2,800.00	\$800.00	\$1,600.00	\$762.00	\$1,524.00
132	Pickleball Acrylic Surfacer Coat	EA.	2	\$4,275.00	\$8,550.00	\$4,300.00	\$8,600.00	\$4,489.00	\$8,978.00
133	Pickleball Acrylic Surface Coat with White Line Striping	EA.	2	\$4,275.00	\$8,550.00	\$4,300.00	\$8,600.00	\$4,489.00	\$8,978.00
134	Yellow Acrylic Paint Striping over Existing Tennis Court	EA.	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00
135	Topsoil, Turf and Grasses	S.Y.	500	\$11.00	\$5,500.00	\$8.50	\$4,250.00	\$10.00	\$5,000.00
<b>Subtotal Schedule D</b>					<b>\$86,288.50</b>		<b>\$88,629.25</b>		<b>\$95,569.00</b>
<b>Base Bid Total</b>					<b>\$1,403,204.95</b>		<b>\$1,510,248.75</b>		<b>\$1,592,696.00</b>

Line Item	Item Description	Unit	Qty	Pember Companies, Inc. Menomonie, WI		Stout Construction, LLC Chetek, WI	
				Unit Price	Total	Unit Price	Total
<b>Schedule A - Pine Avenue</b>							
1	Sanitary Sewer Service Lateral, PVC 5DR 35, 4"	L.F.	85	\$65.00	\$5,525.00	\$164.50	\$13,982.50
2	Sanitary Sewer Main, PVC 5DR 35, 10"	L.F.	175	\$145.00	\$25,375.00	\$93.20	\$16,310.00
3	Sanitary Sewer Service Branches, 8"x4"	EA.	1	\$4,800.00	\$4,800.00	\$360.00	\$360.00
4	Sanitary Sewer Service Branches, 10"x4"	EA.	1	\$540.00	\$540.00	\$550.00	\$550.00
5	Tracer Wire Signal Connection Box	EA.	2	\$75.00	\$150.00	\$300.00	\$600.00
6	Standard Sanitary Manhole	V.F.	20	\$500.00	\$10,000.00	\$962.00	\$19,240.00
7	Sanitary Casting, R-1642	EA.	2	\$880.00	\$1,760.00	\$800.00	\$1,600.00
8	Connect to Existing Sanitary Pipe	EA.	4	\$2,100.00	\$8,400.00	\$1,000.00	\$4,000.00
9	Televising Sanitary Sewer	L.F.	175	\$5.00	\$875.00	\$10.58	\$1,851.50
10	Manhole Rim Adjustment and Chimney Reconstruction	EA.	1	\$1,025.00	\$1,025.00	\$1,000.00	\$1,000.00
11	Removal or Abandonment of Water Main and Hydrant Leads	L.S.	1	\$3,735.00	\$3,735.00	\$10,500.00	\$10,500.00
12	Removal or Abandoning Valves and Valve Boxes	EA.	2	\$135.00	\$270.00	\$500.00	\$1,000.00
13	Removal and Salvaging Fire Hydrants	EA.	3	\$675.00	\$2,025.00	\$1,000.00	\$3,000.00
14	Water Main, Ductile Iron, 8"	L.F.	280	\$95.00	\$26,600.00	\$172.71	\$48,358.80
15	Water Main, Ductile Iron, 12"	L.F.	1525	\$102.20	\$155,855.00	\$117.45	\$179,111.25
16	Water Service Pipe, Copper, 1.0"	L.F.	165	\$45.50	\$7,507.50	\$120.74	\$19,922.10
17	Water Service Pipe, Copper, 2.0"	L.F.	35	\$93.00	\$3,255.00	\$222.23	\$7,778.05
18	Water Service Corporation Valve, 1.0"	EA.	4	\$320.00	\$1,280.00	\$437.00	\$1,748.00
19	Water Service Corporation Valve, 2.0"	EA.	1	\$580.00	\$580.00	\$775.00	\$775.00
20	Water Service Curb Valve, 1.0"	EA.	4	\$465.00	\$1,860.00	\$580.00	\$2,320.00
21	Water Service Curb Valve, 2.0"	EA.	1	\$800.00	\$800.00	\$1,000.00	\$1,000.00
22	Hydrant	EA.	5	\$6,260.00	\$31,300.00	\$7,220.00	\$36,100.00
23	Control Valve and Box, Gate 6"	EA.	5	\$2,450.00	\$12,250.00	\$2,820.00	\$14,100.00
24	Control Valve and Box, Gate 8"	EA.	7	\$3,275.00	\$22,925.00	\$3,620.00	\$25,340.00
25	Control Valve and Box, Gate 12"	EA.	7	\$5,675.00	\$39,725.00	\$6,130.00	\$42,910.00

Line Item	Item Description	Unit	Qty	Pember Companies, Inc. Menomonie, WI		Stout Construction, LLC Chetek, WI	
				Unit Price	Total	Unit Price	Total
<b>Schedule A - Pine Avenue (continued)</b>							
26	Connect to Existing	EA.	8	\$2,000.00	\$16,000.00	\$1,230.00	\$9,840.00
27	Maintain Water Service	L.S.	1	\$1,129.66	\$1,129.66	\$10,000.00	\$10,000.00
28	Ductile Iron Fittings	EA.	43	\$900.00	\$38,700.00	\$716.00	\$30,788.00
29	Hydrant Leads (6" DI)	L.F.	75	\$78.00	\$5,850.00	\$121.80	\$9,135.00
30	Insulation Board for Frost Shield, 4"	S.F.	320	\$10.00	\$3,200.00	\$5.60	\$1,792.00
31	Total Cost Associated with Compliance with Safe Drinking Water Loan Program Funding including American Steel Products & AIS Documentation, Federal Wage Rates and Build America Buy America Act (BABAA)	L.S.	1	\$7,100.00	\$7,100.00	\$22,500.00	\$22,500.00
32	Storm Sewer, PVC, 6"	L.F.	5	\$65.00	\$325.00	\$60.00	\$300.00
33	Storm Sewer, RCP, 12"	L.F.	535	\$67.00	\$35,845.00	\$76.70	\$41,034.50
34	Storm Sewer, RCP, 15"	L.F.	360	\$68.00	\$24,480.00	\$79.25	\$28,530.00
35	Storm Sewer, RCP, 18"	L.F.	35	\$68.00	\$2,380.00	\$80.00	\$2,800.00
36	Storm Sewer, RCP, 24"	L.F.	65	\$121.00	\$7,865.00	\$97.25	\$6,321.25
37	Storm Sewer, RCP, 30"	L.F.	10	\$167.00	\$1,670.00	\$125.30	\$1,253.00
38	Storm Manhole, Type I	V.F.	21	\$630.00	\$13,230.00	\$863.00	\$18,123.00
39	Storm Manhole, Type II	V.F.	15	\$775.00	\$11,625.00	\$1,152.00	\$17,280.00
40	Storm Inlet, Type III	EA.	14	\$2,230.00	\$31,220.00	\$1,902.00	\$26,628.00
41	Storm Casting, R-1642	EA.	2	\$980.00	\$1,960.00	\$750.00	\$1,500.00
42	Storm Casting, R-3067(L)	EA.	16	\$920.00	\$14,720.00	\$1,076.00	\$17,216.00
43	Storm Casting, R-4342	EA.	2	\$690.00	\$1,380.00	\$665.00	\$1,330.00
44	Storm Casting, R-2502(C)	EA.	1	\$870.00	\$870.00	\$511.00	\$511.00
45	Connect to Existing Storm Pipe	EA.	7	\$1,075.00	\$7,525.00	\$1,050.00	\$7,350.00
46	Connect to Existing Storm Structure	EA.	2	\$1,150.00	\$2,300.00	\$1,350.00	\$2,700.00
47	Televising Storm Sewer	L.F.	995	\$5.00	\$4,975.00	\$6.46	\$6,427.70
48	Select Demolition of Curb and Gutter	L.F.	1940	\$4.25	\$8,245.00	\$2.60	\$5,044.00
49	Select Demolition of Walls and Foundations	L.F.	175	\$20.00	\$3,500.00	\$35.00	\$6,125.00
50	Select Demolition or Abandonment of MHs, Inlets, CBs	EA.	5	\$525.00	\$2,625.00	\$1,000.00	\$5,000.00
51	Saw Cutting	L.F.	635	\$3.60	\$2,286.00	\$3.00	\$1,905.00
52	Concrete Pavement Removal	S.Y.	590	\$10.80	\$6,372.00	\$3.20	\$1,888.00
53	Asphalt Pavement Removal	S.Y.	9180	\$3.10	\$28,458.00	\$2.05	\$18,819.00
54	Excavation	C.Y.	6260	\$21.50	\$134,590.00	\$13.47	\$84,322.20

Line Item	Item Description	Unit	Qty	Pember Companies, Inc. Menomonie, WI		Stout Construction, LLC Chetek, WI	
				Unit Price	Total	Unit Price	Total
<b>Schedule A - Pine Avenue (continued)</b>							
55	Granular Subbase, Roadway	C.Y.	3130	\$27.40	\$85,762.00	\$27.51	\$86,106.30
56	Ganular Subbase, Sidewalk	C.Y.	205	\$47.80	\$9,799.00	\$31.21	\$6,398.05
57	Crushed Aggregate Base, Roadway	C.Y.	2100	\$42.00	\$88,200.00	\$28.35	\$59,535.00
58	Crushed Aggregate Base, Driveway	C.Y.	50	\$74.80	\$3,740.00	\$32.35	\$1,617.50
59	HMA Pavement, 3MTS8-28S, Lower Layer, 2.25"	5.Y.	8425	\$14.75	\$124,268.75	\$13.55	\$114,158.75
60	HMA Pavement, 4MT58-34S, Upper Layer, 1.75"	5.Y.	8425	\$11.25	\$94,781.25	\$13.56	\$114,243.00
61	HMA Pavement, Driveway	S.Y.	40	\$101.00	\$4,040.00	\$67.84	\$2,713.60
62	HMA Joint Sawing and Sealing	L.F.	2500	\$5.15	\$12,875.00	\$5.35	\$13,375.00
63	Concrete Curb and Gutter, 24" Barrier	L.F.	3000	\$15.81	\$47,430.00	\$17.80	\$53,400.00
64	Concrete Sidewalk, 4"	5.F.	10920	\$5.49	\$59,950.80	\$6.48	\$70,761.60
65	Concrete Sidewalk and Driveways, 6"	S.F.	2270	\$7.78	\$17,660.60	\$8.05	\$18,273.50
66	Detectable Warning Field, Rectangular	S.F.	110	\$44.83	\$4,931.30	\$56.70	\$6,237.00
67	Detectable Warning Field, Radial	5.F.	180	\$47.85	\$8,613.00	\$63.00	\$11,340.00
68	Pavement Marking, 4" Epoxy	L.F.	2435	\$1.00	\$2,435.00	\$1.05	\$2,556.75
69	Pavement Marking, Parking Stall, 4" Epoxy	L.F.	1230	\$3.80	\$4,674.00	\$3.94	\$4,846.20
70	Pavement Marking, Channelizing, 8" Epoxy	L.F.	205	\$2.00	\$410.00	\$2.10	\$430.50
71	Pavement Marking, Stop Line, 12" Epoxy	L.F.	150	\$18.20	\$2,730.00	\$18.90	\$2,835.00
72	Pavement Marking, Crosswalk, 6" Epoxy	L.F.	385	\$12.10	\$4,658.50	\$12.60	\$4,851.00
73	Pavement Marking, Crosswalk, 24" Epoxy	L.F.	110	\$21.20	\$2,332.00	\$22.05	\$2,425.50
74	Pavement Marking, Symbols, Epoxy	EA.	2	\$187.00	\$374.00	\$195.00	\$390.00
75	Signs Type II Reflective H	5.F.	52	\$87.00	\$4,524.00	\$36.00	\$1,872.00
76	Posts Tubular Steel 2x2-Inch x 14ft	EA.	36	\$335.00	\$12,060.00	\$290.00	\$10,440.00
77	Topsoil, Turf and Grasses	S.Y.	3500	\$10.00	\$35,000.00	\$9.55	\$33,425.00
78	Traffic Control	L.S.	1	\$4,650.00	\$4,650.00	\$73,547.00	\$73,547.00
79	Traffic Control Detour	L.S.	1	\$3,335.00	\$3,335.00	\$5,470.00	\$5,470.00
80	Clearing and Grubbing	I.D.	142	\$59.00	\$8,378.00	\$65.00	\$9,230.00
81	Clearing and Grubbing	5TA.	2	\$1,500.00	\$3,000.00	\$4,500.00	\$9,000.00
82	Temporary Ditch Checks	EA.	1	\$100.00	\$100.00	\$125.00	\$125.00
83	Temporary Culvert Pipe Checks	EA.	1	\$75.00	\$75.00	\$125.00	\$125.00
84	Temporary Silt Fence	L.F.	1000	\$3.35	\$3,350.00	\$4.00	\$4,000.00
85	Temporary Storm Drain Inlet Protection	EA.	28	\$100.00	\$2,800.00	\$100.00	\$2,800.00
86	Temporary Stone Tracking Pad	EA.	2	\$1,100.00	\$2,200.00	\$1,750.00	\$3,500.00
87	Temporary Erosion Mat Class II, Type B	S.Y.	380	\$3.10	\$1,178.00	\$3.25	\$1,235.00
<b>Subtotal Schedule A</b>					<b>\$1,449,158.36</b>		<b>\$1,571,183.10</b>

Line Item	Item Description	Unit	Qty	Pember Companies, Inc. Menomonie, WI		Stout Construction, LLC Chetek, WI	
				Unit Price	Total	Unit Price	Total
<b>Schedule B - Basketball Court</b>							
88	Saw Cutting	L.F.	70	\$3.20	\$224.00	\$3.00	\$210.00
89	Excavation	C.Y.	270	\$22.00	\$5,940.00	\$13.47	\$3,636.90
90	Crushed Aggregate Base Course, Court	C.Y.	225	\$50.00	\$11,250.00	\$28.35	\$6,378.75
91	Crushed Aggregate Base Course, Sidewalk	C.Y.	20	\$75.00	\$1,500.00	\$42.35	\$847.00
92	HMA Pavement, 4LT58-285, Lower Layer, 1.75"	5.Y.	1000	\$15.60	\$15,600.00	\$12.37	\$12,370.00
93	HMA Pavement, 5LT58-345, Upper Layer, 1.25"	5.Y.	1000	\$10.35	\$10,350.00	\$12.38	\$12,380.00
94	Concrete Sidewalk, 4"	5.F.	1300	\$5.96	\$7,748.00	\$6.48	\$8,424.00
95	10' High Chain Link Fence	L.F.	330	\$42.35	\$13,975.50	\$45.47	\$15,005.10
96	10' High Chain Link Gate	EA.	4	\$1,550.00	\$6,200.00	\$1,617.00	\$6,468.00
97	Basketball Acrylic Surfacer Coat	EA.	2	\$4,315.00	\$8,630.00	\$4,489.00	\$8,978.00
98	Basketball Acrylic Surface Coat with White Line 5t	EA.	2	\$4,315.00	\$8,630.00	\$4,489.00	\$8,978.00
99	Basketball Pole Footing	EA.	4	\$1,650.00	\$6,600.00	\$840.00	\$3,360.00
100	Install Basketball Pole, Backstop and Hoop	EA.	4	\$1,075.45	\$4,301.80	\$892.50	\$3,570.00
101	Temporary Silt Fence	L.F.	200	\$3.35	\$670.00	\$4.00	\$800.00
102	Topsoil, Turf and Grasses	5.Y.	400	\$10.00	\$4,000.00	\$9.55	\$3,820.00
<b>Subtotal Schedule B</b>					<b>\$105,619.30</b>		<b>\$95,225.75</b>
<b>Schedule C - Baseball</b>							
103	Grubbing	5TA.	1.25	\$1,800.00	\$2,250.00	\$3,200.00	\$4,000.00
104	Excavation	C.Y.	200	\$25.00	\$5,000.00	\$15.33	\$3,066.00
105	Crushed Aggregate Base Course, Cages	C.Y.	80	\$58.00	\$4,640.00	\$28.35	\$2,268.00
106	Crushed Aggregate Base Course, Driveway	C.Y.	15	\$66.30	\$994.50	\$42.35	\$635.25
107	Concrete, 4"	5.F.	6450	\$5.42	\$34,959.00	\$6.48	\$41,796.00
108	24" Diameter Sonotube	EA.	12	\$525.22	\$6,302.64	\$478.00	\$5,736.00
109	30" Diameter Sonotube	EA.	3	\$676.32	\$2,028.96	\$499.00	\$1,497.00
110	5storm Sewer, RCP, 18"	L.F.	24	\$75.00	\$1,800.00	\$122.00	\$2,928.00
111	Apron Endwall, RCP, 18"	EA.	2	\$2,290.00	\$4,580.00	\$2,116.00	\$4,232.00
112	Temporary Ditch Check	EA.	1	\$100.00	\$100.00	\$125.00	\$125.00
113	Temporary Silt Fence	L.F.	165	\$3.35	\$552.75	\$4.00	\$660.00
114	Temporary Erosion Mat, Class I, Type B	S.Y.	10	\$5.00	\$50.00	\$4.00	\$40.00
115	Topsoil, Turf and Grasses	5.Y.	750	\$10.00	\$7,500.00	\$9.55	\$7,162.50
<b>Subtotal Schedule C</b>					<b>\$70,757.85</b>		<b>\$74,145.75</b>



Line Item	Item Description	Unit	Qty	Pember Companies, Inc. Menomonie, WI		Stout Construction, LLC Chetek, WI	
				Unit Price	Total	Unit Price	Total
<b>Schedule D - Pickleball Courts</b>							
116	Saw Cutting	L.F.	250	\$3.20	\$800.00	\$3.00	\$750.00
117	Excavation	C.Y.	150	\$22.00	\$3,300.00	\$15.33	\$2,299.50
118	Asphalt Pavement Removal	S.Y.	55	\$7.00	\$385.00	\$12.00	\$660.00
119	Remove 6' Chain Link Fence	L.F.	68	\$12.00	\$816.00	\$25.00	\$1,700.00
120	Remove 6' Chain Link Gate	EA.	1	\$205.00	\$205.00	\$100.00	\$100.00
121	Crushed Aggregate Base, Court	C.Y.	105	\$50.00	\$5,250.00	\$28.35	\$2,976.75
122	Crushed Aggregate Base, Sidewalk	C.Y.	50	\$75.00	\$3,750.00	\$42.35	\$2,117.50
123	HMA Pavement, 4LT58-285, Lower Layer, 1.75"	S.Y.	450	\$13.90	\$6,255.00	\$15.82	\$7,119.00
124	HMA Pavement, 5LT58-345, Upper Layer, 1.25"	S.Y.	450	\$9.65	\$4,342.50	\$15.83	\$7,123.50
125	Concrete Sidewalk, 4"	S.F.	3650	\$6.06	\$22,119.00	\$6.48	\$23,652.00
126	6' High Chain Link Fence	L.F.	60	\$32.80	\$1,968.00	\$42.00	\$2,520.00
127	4' High Chain Link Fence	L.F.	55	\$25.70	\$1,413.50	\$26.72	\$1,469.60
128	6' High Chain Link Gate	EA.	1	\$1,235.00	\$1,235.00	\$1,285.00	\$1,285.00
129	10' High Chain Link Gate	EA.	1	\$1,550.00	\$1,550.00	\$1,617.00	\$1,617.00
130	Pickleball Net Footings	EA.	4	\$1,208.74	\$4,834.96	\$988.00	\$3,952.00
131	Pickleball Net & Accessories	EA.	2	\$735.00	\$1,470.00	\$763.00	\$1,526.00
132	Pickleball Acrylic Surfacer Coat	EA.	2	\$4,315.00	\$8,630.00	\$4,489.00	\$8,978.00
133	Pickleball Acrylic Surface Coat with White Line Striping	EA.	2	\$4,315.00	\$8,630.00	\$4,489.00	\$8,978.00
134	Yellow Acrylic Paint Striping over Existing Tennis Court	EA.	1	\$2,020.00	\$2,020.00	\$2,100.00	\$2,100.00
135	Topsoil, Turf and Grasses	S.Y.	500	\$10.00	\$5,000.00	\$9.55	\$4,775.00
<b>Subtotal Schedule D</b>					<b>\$83,973.96</b>		<b>\$85,698.85</b>
<b>Base Bid Total</b>					<b>\$1,709,509.47</b>		<b>\$1,826,253.45</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

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**TO:** Mayor Knaack & City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** Leisure Services Center Bathroom Renovations  
**DATE:** December 16, 2024 City Council Meeting

The City Council has allotted approximately \$30,000 from its American Recovery Plan Act State and Local Fiscal Recovery Fund ("ARPA") toward renovations of the Leisure Services Center Bathrooms (City Budget Line # 33.55130.852). This estimate was based upon a rough quote we received from a local plumber to replace the sinks and toilets in all four bathrooms. Due to underruns on other ARPA budget lines, there are additional funds that can be allocated to this project which will be discussed later in the agenda.

Mitch Stai and I, with assistance from Cedar Corporation, surveyed the condition of the bathrooms we determined that a larger project was warranted based upon the following:

1. The building, which serve seniors and individuals with disabilities, has no handicapped accessible bathrooms. Individuals in wheelchairs currently have to be picked up and carried to the toilet.
2. We met with several families that asked us to consider adding an adult changing table. The families that explained that they currently have to change their family member on the floor of the bathroom.
3. The urinals, which are inset into the floor, are cracked and need to be replaced.

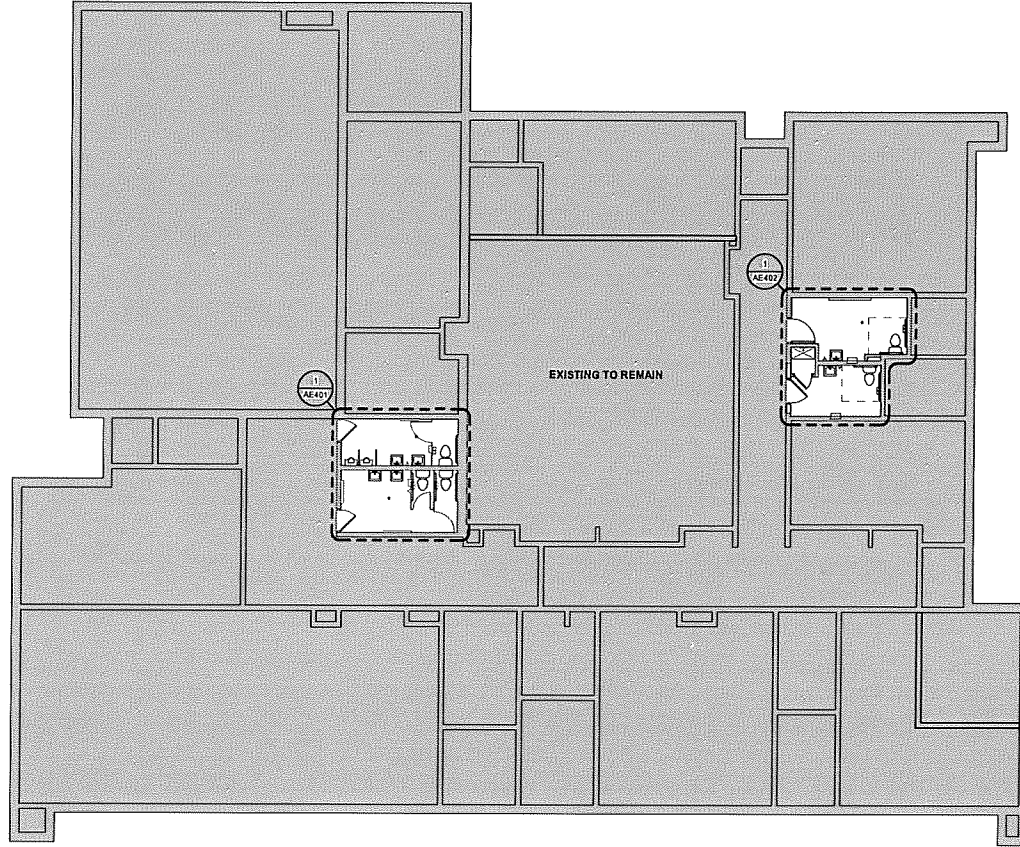
Cedar Corporation prepared plans addressing the deficiencies above. City Staff then solicited bids via a Request for Proposal. On December 4, two proposals were received. See the attached bid tabulation.

City Staff recommends accepting the low proposal from Durand Builders Service in the amount of \$86,040. If City Council concurs, the appropriate motion would be ***Award the Leisure Services Center Bathroom Renovation Contract to Durand Builders Service at a cost of \$86,040*** (roll call vote).

**Attachments:**

- Plan Excerpt
- Bid Tabulation
- Durand Builders Service Proposal

10/11/2024 4:32:45 AM: I:\desk\Chas\22024\_Leisure Center Bathroom Renovation\A\CD\_Leisure Center Bathroom Renovation.rvt



**1**  
AE101  
**FIRST LEVEL FLOOR PLAN**  
1/8" = 1'-0"

**GENERAL NOTES**

- GENERAL NOTES ON THIS SHEET ARE APPLICABLE TO THIS SHEET ONLY.
- IN HIGH MOISTURE LOCATIONS, THE USE OF MOISTURE RESISTANT GYPSUM BOARD IS REQUIRED.
- GENERAL CONTRACTOR SHALL COORDINATE WITH OWNER, BEFORE INSTALLATION OF WALL SHEATHING, FOR ANY WOOD BLOCKING, BACKING AND MOUNTING BOARDS REQUIRED FOR OWNER PROVIDED ITEMS.
- ALL WALLS TO GO TIGHT TO STRUCTURE ABOVE, UNLESS NOTED OTHERWISE.

**INTERIOR WALL LEGEND**

**INTERIOR WALL TAG SYMBOL**

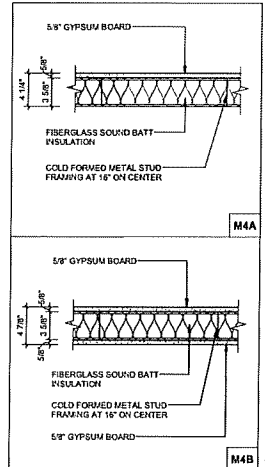
- INDICATES THE PARTITION'S CORE MATERIAL
- INDICATES THE STUD/CMU SIZE TYPE
- INDICATES PARTITION VARIATION
- IF SHOWN - INDICATES PARTITION FIRE-SMOKE RATING

**PARTITION STUD/CMU SIZE**

- 1 DENOTES: 7/8" STL. STUD, 3/4" WD. STUD
- 2 DENOTES: 1" STL. STUD, 1" WD. STUD
- 3 DENOTES: 1 1/2" STL. STUD, 2 1/2" WD. STUD
- 4 DENOTES: 3" S/8" STL. STUD, 3 1/2" WD. STUD, 3 S/8" CMU
- 5 DENOTES: 6" STL. STUD, 6 1/2" WD. STUD, 5 S/8" CMU
- 6 DENOTES: 8" STL. STUD, 7 1/4" WD. STUD, 7 S/8" CMU
- 7 DENOTES: 10" STL. STUD, 8 1/4" WD. STUD, 8 S/8" CMU
- 8 DENOTES: 12" STL. STUD, 11 S/8" CMU
- 9 DENOTES: 15 S/8" CMU

**PARTITION CORE MATERIAL**

- C DENOTES: CMU
- M DENOTES: METAL STUD
- W DENOTES: WOOD STUD
- S DENOTES: SHAFT WALL



**NOT FOR CONSTRUCTION - PRELIMINARY DESIGN**

**PROJECT NORTH**

**JOB NO.**  
M3055-999

**DRAWN BY:** ECH  
**CHECKED BY:** BJS

**ISSUE DATE:** 10.18.2024

**SET TYPE:** PRELIMINARY DESIGN

**FIRST LEVEL FLOOR PLAN**

**SHEET NO.**  
AE101

NO.	DATE	DESCRIPTION

ARCHITECT/ENGINEER:  
**Cedar CORPORATION**  
www.cedarcorp.com

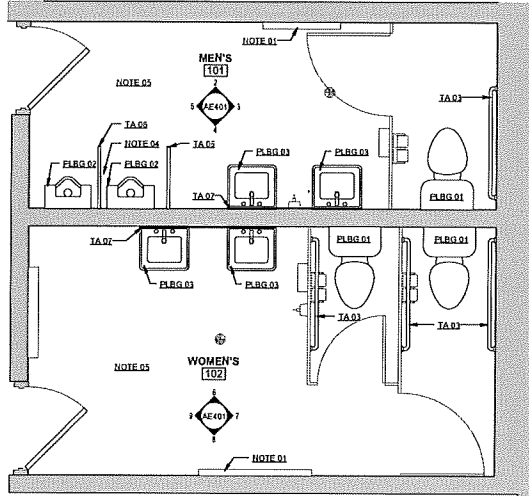
engineers • architects • planners • environmental specialists  
land surveyors • landscape architects • interior designers

GENERAL CONTRACTOR:

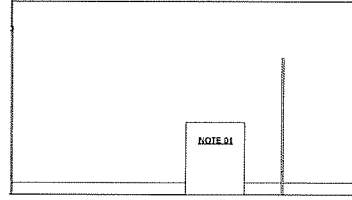
**CITY OF MEMOMONIE  
LEISURE CENTER BATHROOM  
RENOVATION  
MEMOMONIE, WI**

**NOT FOR CONSTRUCTION - PRELIMINARY DESIGN**

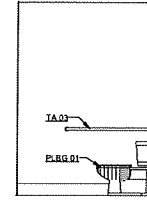
MEN'S 101 AND WOMEN'S 102 - ALTERATION - LEVEL 1  
SCOPE OF WORK INVOLVES REPLACEMENT OF PLUMBING FIXTURES



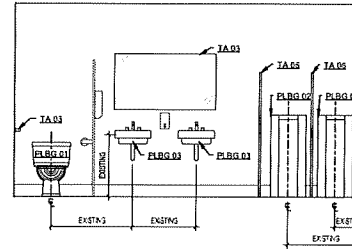
1 ENLARGED BATHROOM  
AE401 1/2" = 1'-0"



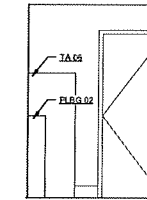
2 101 MEN'S 'A'  
AE401 3/8" = 1'-0"



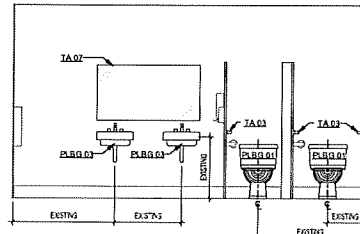
3 101 MEN'S 'B'  
AE401 3/8" = 1'-0"



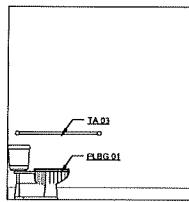
4 101 MEN'S 'C'  
AE401 3/8" = 1'-0"



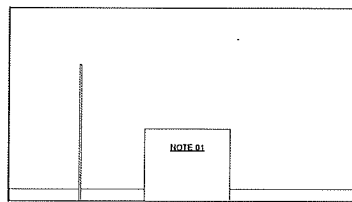
5 101 MEN'S 'D'  
AE401 3/8" = 1'-0"



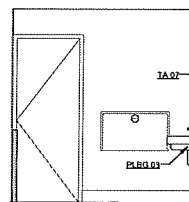
6 102 WOMEN'S 'A'  
AE401 3/8" = 1'-0"



7 102 WOMEN'S 'B'  
AE401 3/8" = 1'-0"



8 102 WOMEN'S 'C'  
AE401 3/8" = 1'-0"



9 102 WOMEN'S 'D'  
AE401 3/8" = 1'-0"

GENERAL NOTES	
A.	GENERAL NOTES ON THIS SHEET ARE APPLICABLE TO THIS SHEET ONLY.
B.	SEE STANDARD MOUNTING HEIGHTS ON SHEET G1002 FOR DETAILS REGARDING INSTALLATION REQUIREMENTS FOR FIXTURES AND ACCESSORIES.
C.	ALL INTERIOR DIMENSIONS ARE FROM FACE OF STUDO MASONRY CONSTRUCTION TO FACE OF STUDO MASONRY CONSTRUCTION, UNLESS NOTED OTHERWISE.
D.	"CLEAR DIMENSIONS" ARE DIMENSIONED FROM FACE OF FRESH MATERIAL TO FACE OF FRESH MATERIAL.
E.	FOR WALL TYPES SEE SHEET AE101.
F.	GENERAL CONTRACTOR SHALL COORDINATE WITH OWNER BEFORE INSTALLATION OF WALL SHEATHING, FOR ANY WOOD BLOCKING, BACKING AND MOUNTING BLOCKS REQUIRED FOR OWNER PROVIDED ITEMS.
G.	ALL WALLS TO GO TIGHT TO STRUCTURE ABOVE, UNLESS NOTED OTHERWISE.

PLUMBING FIXTURES	
PLBG 01	FLOOR MOUNTED TOILET WITH TANK, BY PLUMBING DESIGN BUILD CONTRACTOR
PLBG 02	FLOOR MOUNTED URINAL, BY PLUMBING DESIGN BUILD CONTRACTOR
PLBG 03	WALL MOUNTED SINK WITH ADA COMPLIANT PIPE PROTECTOR, BY PLUMBING DESIGN BUILD CONTRACTOR

PLAN KEY NOTES	
NOTE 01	EXISTING HEATER TO REMAIN
NOTE 04	REPAIR FLOOR AROUND EXISTING URINALS, FLOORING AND TIE BASE TO MATCH EXISTING
NOTE 05	SALVAGE AND REUSE ALL EXISTING PAPER TOWEL HOLDERS, SOAP DISPENSERS, TOILET PAPER HOLDERS, TOILET PARTITIONS, AND BABY CHANGING STATION

TOILET ACCESSORIES	
TA 03	STAINLESS STEEL GRAB BAR - HORIZONTAL - 42". REFER TO SHEET G1002 STANDARD MOUNTING HEIGHTS FOR ADDITIONAL INFORMATION
TA 05	WALL MOUNTED SOLID URINAL SCREEN
TA 07	SURFACE MOUNTED MIRROR, REFER TO SHEET G1002 STANDARD MOUNTING HEIGHTS FOR ADDITIONAL INFORMATION

NO.	DATE	DESCRIPTION

ARCHITECT/ENGINEER:  
**Cedar CORPORATION**  
www.cedarcorp.com  
engineers • architects • planners • environmental specialists  
land surveyors • landscape architects • interior designers

GENERAL CONTRACTOR:

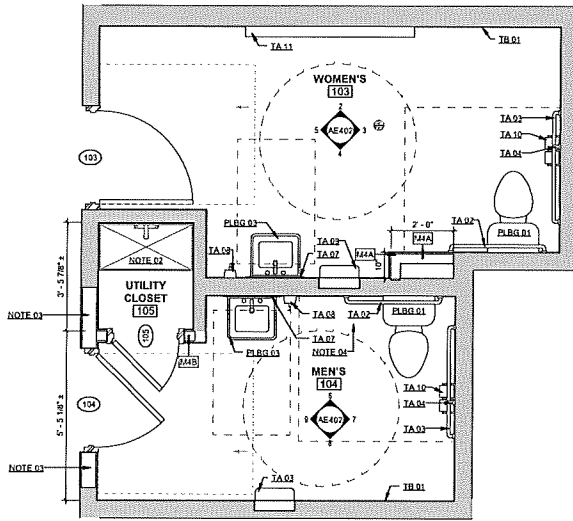
CITY OF MENOMONIE  
LEISURE CENTER BATHROOM  
RENOVATION  
MENOMONIE, WI

JOB NO. MNS55-23	
DRAWN BY: ECM	CHECKED BY: BJS
ISSUE DATE 10.18.2024	
SHEET TYPE PRELIMINARY DESIGN	
ENLARGED PLANS	

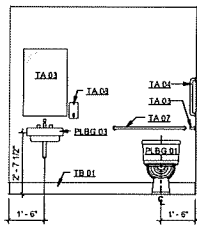
SHEET NO.  
AE401

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

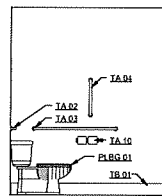
WOMEN'S 103, MEN'S 104, AND JANITORS CLOSET 105 = ALTERATION - LEVEL 2  
SCOPE OF WORK INVOLVES RECONFIGURING THE MULTI-USER RESTROOMS  
INTO 2 ADA COMPLIANT SINGLE-USER RESTROOMS



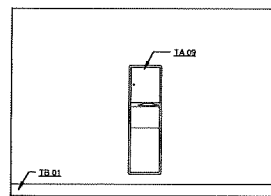
1 ENLARGED BATHROOM  
AE402 1/2" = 1'-0"



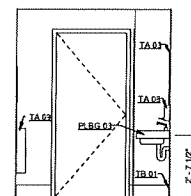
6 104 MEN'S 'A'  
AE402 3/8" = 1'-0"



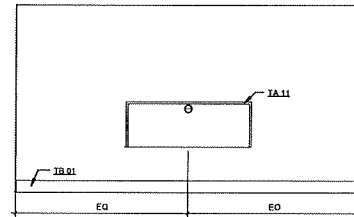
7 104 MEN'S 'B'  
AE402 3/8" = 1'-0"



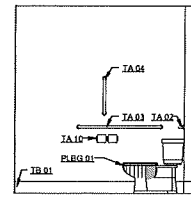
8 104 MEN'S 'C'  
AE402 3/8" = 1'-0"



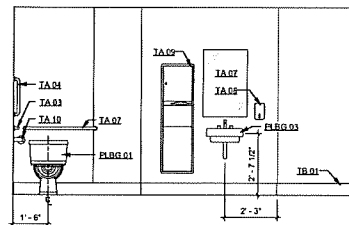
9 104 MEN'S 'D'  
AE402 3/8" = 1'-0"



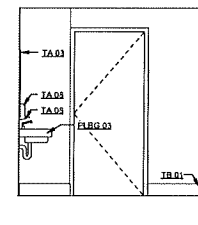
2 103 WOMEN'S 'A'  
AE402 3/8" = 1'-0"



3 103 WOMEN'S 'B'  
AE402 3/8" = 1'-0"



4 103 WOMEN'S 'C'  
AE402 3/8" = 1'-0"



5 103 WOMEN'S 'D'  
AE402 3/8" = 1'-0"

GENERAL NOTES	
A.	GENERAL NOTES ON THIS SHEET ARE APPLICABLE TO THIS SHEET ONLY.
B.	SEE STANDARD MOUNTING HEIGHTS ON SHEET G002 FOR DETAILS REGARDING INSTALLATION REQUIREMENTS FOR FIXTURES AND ACCESSORIES.
C.	ALL INTERIOR DIMENSIONS ARE FROM FACE OF STUD MASONRY CONSTRUCTION TO FACE OF STUD MASONRY CONSTRUCTION, UNLESS NOTED OTHERWISE.
D.	"CLEAR DIMENSIONS" ARE DIMENSIONS FROM FACE OF FRESH MATERIAL TO FACE OF FRESH MATERIAL.
E.	FOR WALL TYPES SEE SHEET AE101.
F.	GENERAL CONTRACTOR SHALL COORDINATE WITH OWNER BEFORE INSTALLATION OF WALL SHEATHING, FOR ANY WOOD BLOCKING, BACKING AND JOISTING BOARDS REQUIRED FOR OWNER PROVIDED ITEMS.
G.	ALL WALLS TO GO TIGHT TO STRUCTURE ABOVE, UNLESS NOTED OTHERWISE.

PLUMBING FIXTURES	
PLBG 01	FLOOR MOUNTED TOILET WITH TANK, BY PLUMBING DESIGN BUILD CONTRACTOR
PLBG 03	WALL MOUNTED SINK WITH ADA COMPLIANT PIPE PROTECTOR, BY PLUMBING DESIGN BUILD CONTRACTOR

TOILET ACCESSORIES	
IA 02	STAINLESS STEEL GRAB BAR - HORIZONTAL - 33", REFER TO SHEET G002 STANDARD MOUNTING HEIGHTS FOR ADDITIONAL INFORMATION
IA 03	STAINLESS STEEL GRAB BAR - HORIZONTAL - 42", REFER TO SHEET G002 STANDARD MOUNTING HEIGHTS FOR ADDITIONAL INFORMATION
IA 04	STAINLESS STEEL GRAB BAR - VERTICAL - 18", REFER TO SHEET G002 STANDARD MOUNTING HEIGHTS FOR ADDITIONAL INFORMATION
IA 07	SURFACE MOUNTED, MIRROR, REFER TO SHEET G002 STANDARD MOUNTING HEIGHTS FOR ADDITIONAL INFORMATION
IA 05	SURFACE MOUNTED, SOAP DISPENSER, REFER TO SHEET G002 STANDARD MOUNTING HEIGHTS FOR ADDITIONAL INFORMATION
IA 09	SURFACE MOUNTED, PAPER TOWEL DISPENSER / WASTE RECEPTACLE, REFER TO SHEET G002 STANDARD MOUNTING HEIGHTS FOR ADDITIONAL INFORMATION
IA 10	SURFACE MOUNTED, DOUBLE ROLL TOILET TISSUE DISPENSER, REFER TO SHEET G002 STANDARD MOUNTING HEIGHTS FOR ADDITIONAL INFORMATION
IA 11	SURFACE MOUNTED, ADULT CHANGING STATION, REFER TO SHEET G002 STANDARD MOUNTING HEIGHTS FOR ADDITIONAL INFORMATION. CONTRACTOR RESPONSIBLE TO INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS INCLUDING, IF REQUIRED, STRUCTURAL MODIFICATIONS TO EXISTING WALL.

FINISHES	
TB 01	1" TILE BASE CAPED WITH SCHLUTER

PLAN KEY NOTES	
NOTE 02	EXISTING UTILITY SINK AND WATER HEATER TO REMAIN
NOTE 03	REFILL EXISTING OPENING, MATCH ADJACENT WALL TYPE
NOTE 04	REPAIR FLOOR AROUND EXISTING URINALS. FLOORING AND TILE BASE TO MATCH EXISTING

NO.	DATE	DESCRIPTION

ARCHITECT/ENGINEER:  
**Cedar CORPORATION**  
www.cedarcorp.com  
engineers • architects • planners • environmental specialists  
land surveyors • landscape architects • interior designers

GENERAL CONTRACTOR:

CITY OF MEMONIE  
LEISURE CENTER BATHROOM  
RENOVATION  
MEMONIE, VT

JOB NO. 10255-936	CHECKED BY: BJS
DRAWN BY: ECM	ISSUE DATE 10.18.2024
SET TYPE PRELIMINARY DESIGN	
ENLARGED PLANS	

SHEET NO.  
AE402

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN



**Bid Tabulation**

**Leisure Services Center Bathroom Renovations  
City of Menomonie, WI**

**December 4, 2024**

<b>Contractor</b>	<b>Location</b>	<b>Bid</b>
Durand Builders Service	Durand, WI	\$86,040
Hoeft Builders, Inc.	Altoona, WI	\$86,995

**Appendix A**

Leisure Services Center Bathroom Renovations

Proposal Form

Company Name: Durand Builders Service

Address: N6344 WI-25

Durand, WI 54736

Project Manager: Carl Rabeneck

Phone Number: 715-495-3559

E-Mail Address: crabeneck@durandbuilders.com

X I acknowledge reading and understanding all of the information contained in the Request for Proposals.

X I acknowledge that this proposal contains all of the work listed in the Scope of Services.

X I confirm that I have attached a Certified Check or Bid Bond in the amount of 5% of my proposal.

Proposal Amount (\$): \$ \$86,040.00

Proposal Amount (words): Eighty - Six Thousand, Forty dollars and no/100

Signature: Carl Rabeneck

Date: 12/4/2024



**City of Menomonie**  
Dave Kowieski

Chief Building Inspector  
800 Wilson Avenue  
Menomonie, WI 54751  
715 232-2221 Ext.1009  
dkowieski@menomonie-wi.gov

---

**TO:** Mayor Knaack & City Council  
**FROM:** Dave Kowieski, Chief Building Inspector  
**SUBJECT:** City Hall Office Improvements  
**DATE:** December 16, 2024 City Council Meeting

The City Council has allotted approximately \$10,000 from its American Recovery Plan Act State and Local Fiscal Recovery Fund ("ARPA") toward Building Inspection Office Improvements (City Budget Line # 33.52410.853). Due to underruns on other ARPA budget lines, there are additional funds that can be allocated to this project which will be discussed later in the agenda.

City Staff obtained quotes for the following City Hall Office Improvements:

- Building Inspection Wing Front Counter Improvements (see attached) will add cabinets under and alongside the existing front counter (see Figure 1). The recommended supplier is Builders First Source at a cost of \$6,382. The recommended installer is Dunn Rite Construction at a cost of \$1,800. The total cost of the Building Inspection Department Front Counter Improvements is \$8,182.
- Two Building Inspection Wing Cubicles (see attached) will be installed to the west of the existing cubicles (see Figure 2). The recommended provider is Eau Claire Business Interiors at a cost of \$7,665.55 + \$10,054.69 = \$17,720.24
- Administration Wing Office Furniture (see attached) will be installed in a room currently used for file storage in the Administration Wing. The recommended provider is Eau Claire Business Interiors at a cost of \$2,907.90.

These companies same companies previously completed the Finance Department Office Improvements. If City Council concurs with the proposed City Hall Office Improvements, the appropriate motion would be ***Award City Hall Office Improvement Contracts to Builders First Source, Dunn Rite Construction and Eau Claire Business Interiors at a total cost of \$28,810.14, as presented*** (roll call vote).

**Attachments:**

- Builders First Source Proposal
- Dunn Rite Construction Proposal
- Eau Claire Business Interiors Proposal



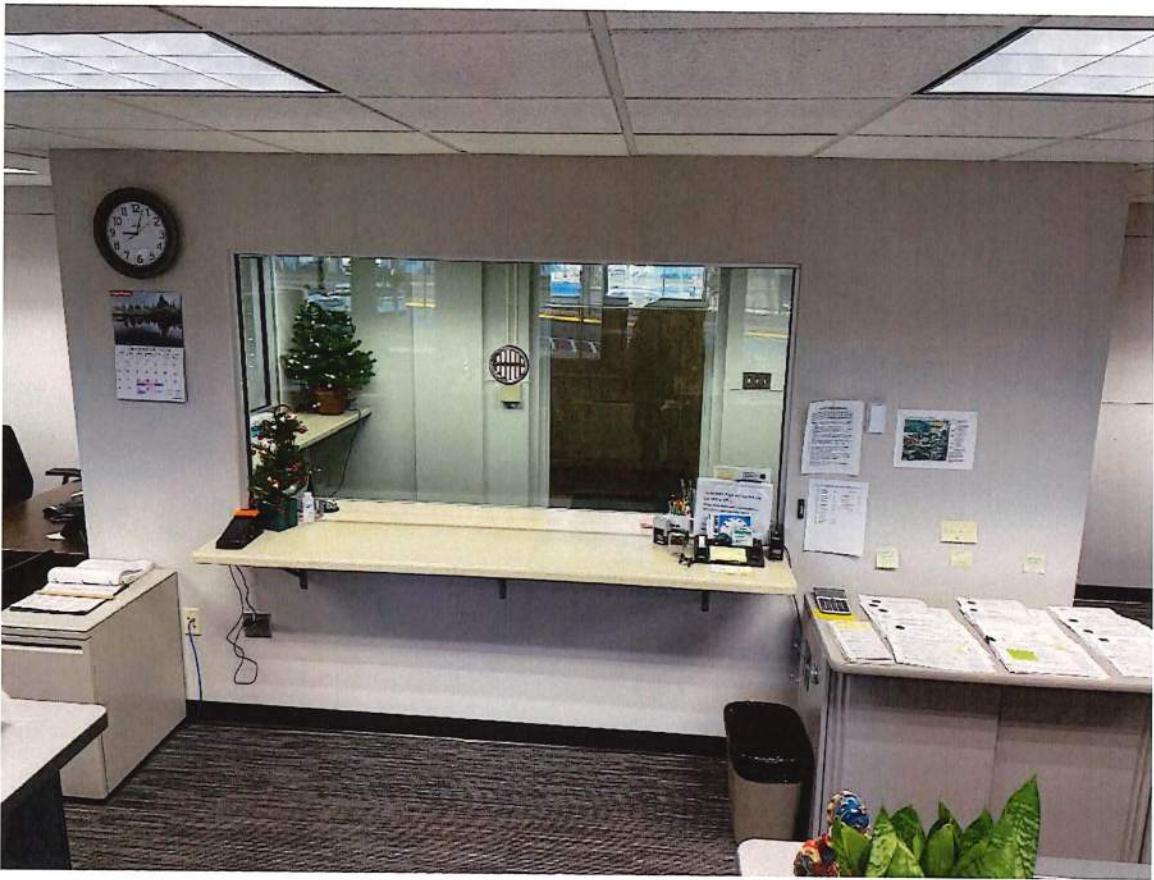


Figure 1: Front Counter Improvement Location



Figure 2: Cubicle Improvement Location



Builders First Source  
 421 Oak Ave.  
 Menomonie WI 54751  
 P: 715-235-3491 F:715-235-5059

## ESTIMATE

<b>Customer</b>	City of Menomonie
<b>Project:</b>	Building Inspector Office
<b>Notes:</b>	

<b>Date</b>	11/8/2024
<b>Estimate No.</b>	2
<b>Rep</b>	Sue Waggoner

Qty	Description	Unit Price	TOTAL
1	Cabinet Co.- Woodland Door Style-Metro Overlay-Full Wood Species-HDF Finish-Painted Dove Specs-See Sheet  Set of Office Cabinets	\$5,952.00	\$5,952.00
1	Countertop Material: :Laminate Color: Any Hi Definition Color Edge: Square  2 Pieces Countertop	\$316.00	\$316.00
19	Cabinet Handle Allowance	\$6.00	\$114.00
<b>SubTotal</b>			\$6,382.00
Shipping & Handling			\$0.00
Tax			\$0.00
<b>TOTAL</b>			<b>\$6,382.00</b>

ESTIMATE PRICE SUBJECT TO ACCEPTANCE 30 DAYS FROM DATE. WE AGREE TO FURNISH ONLY THE ITEMS AND GRADES SPECIFIED ABOVE. THIS IS AN ESTIMATE ONLY. NOT GUARANTEED TO BUILD OR COMPLETE ANY SPECIFIC JOB ON CONTRACT.







## Limited Lifetime Warranty

Woodland Cabinetry Inc. hereby warrants its products to the original purchaser, a limited lifetime warranty against manufacturing defects in materials and workmanship under normal use and conditions. This warranty begins upon the date of delivery and runs for as long as you own your home. This warranty is limited to repair or replacement of the defective item and is at the discretion of Woodland Cabinetry. This warranty does not cover unfinished product.

This warranty does not cover defects caused by improper installation, handling, storage, modifications or assembly, exposure to the elements, abuse or negligence. Any product used for any purpose other than the purpose for which it was originally intended is not covered by this warranty. Normal wear and tear of product is not covered by this warranty.

This warranty is limited to repair or replacement of the defective part and does not include the cost of installation of replacement product, removal or transportation of defective product.

Natural woods vary in color and grain patterns as they age. Cabinet colors may change over time due to exposure to light and other environmental conditions. These variations are considered natural and are not covered by this warranty.

Woodland reserves the right to alter design, specifications and materials without obligation to make similar changes to products previously manufactured. If a warranty claim is filed after a style or product is no longer manufactured by Woodland, we reserve the right to honor the warranty with a similar looking substitute. Woodland cannot guarantee that the finish of the replaced components will exactly match the finish of the original items due to the natural aging process that all wood products go through.

This limited warranty, which is in lieu of all other warranties, expressed or implied, shall constitute the entire liability of Woodland Cabinetry and the exclusive remedy for breach thereof. Woodland Cabinetry shall not be liable for incidental or consequential damages of any kind.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific rights, which may vary from state to state.

Merchandise is not to be returned without proper written authorization from Woodland Cabinetry.

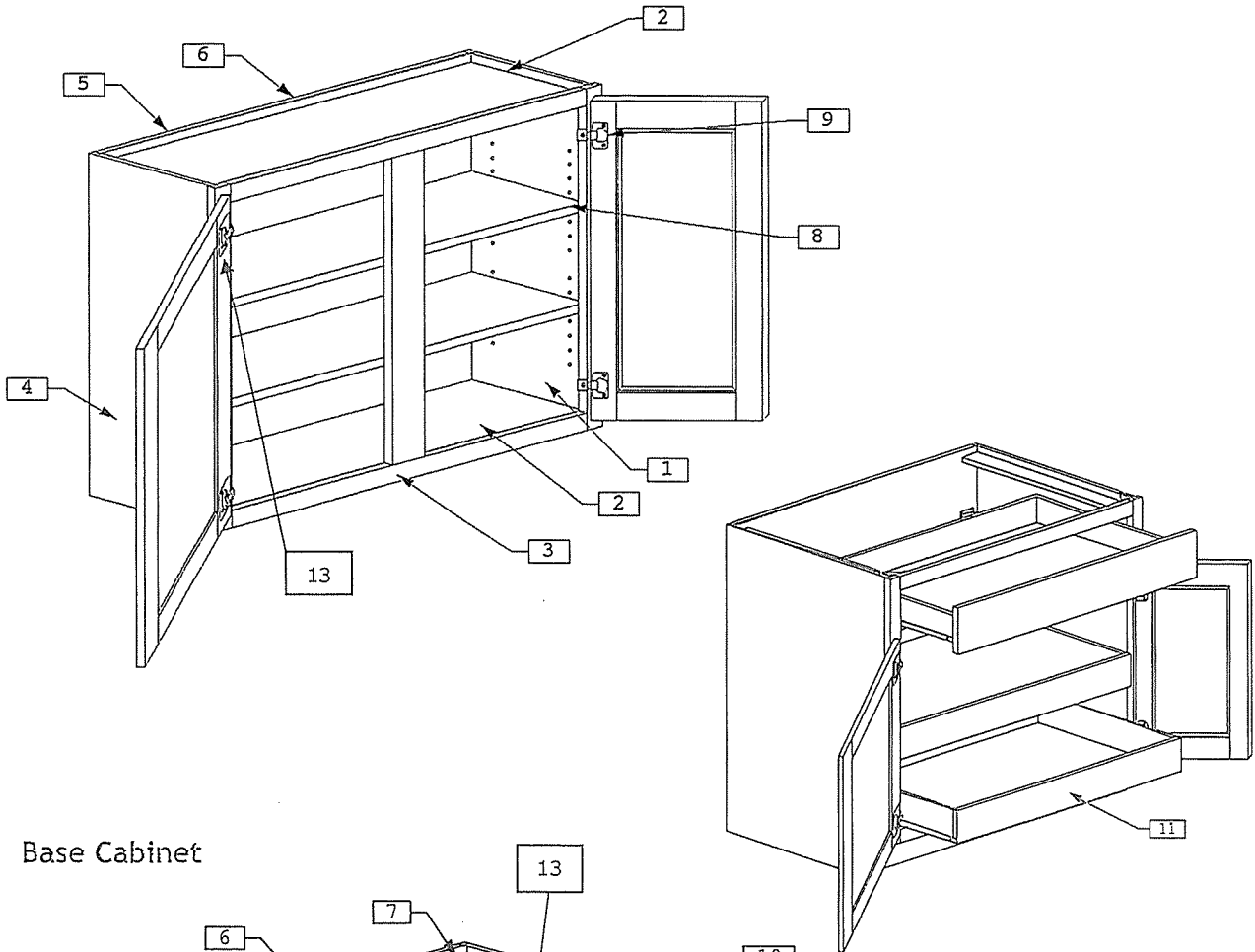
Woodland Cabinetry, Inc.  
2415 SD Highway 10 | Sisseton, SD 57262

phone: 605.698.4300  
info@woodlandcabinetry.com

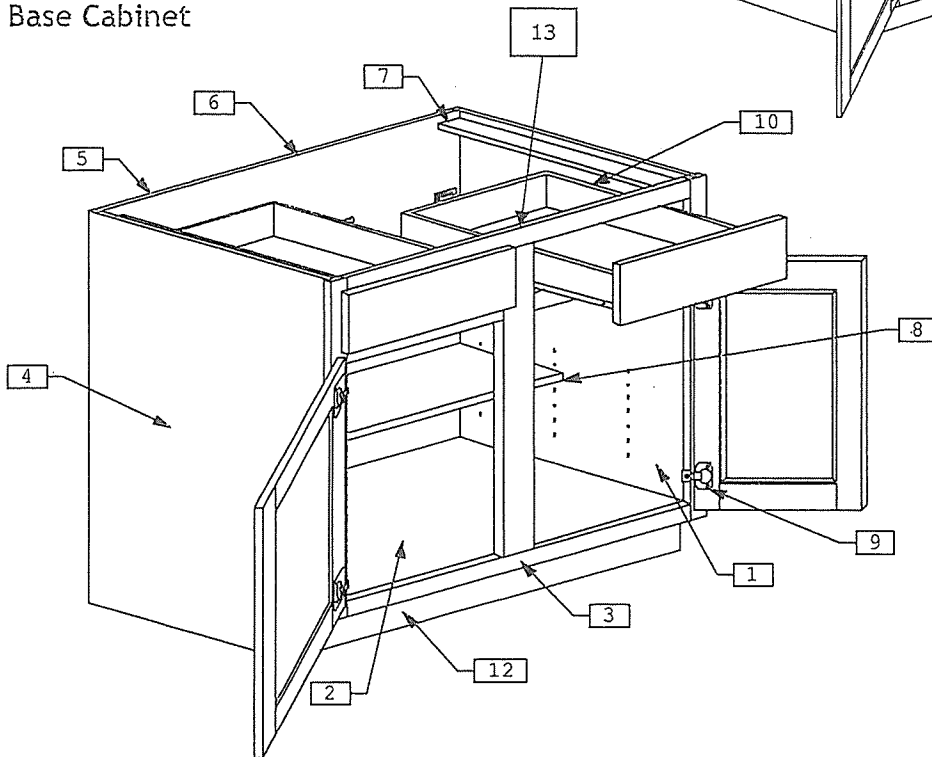
WOODLANDCABINETRY.COM

# General Specifications

## Wall Cabinet



## Base Cabinet



Woodland reserves the right to substitute or change specs without notice due to availability and supplier constraints. All dimensions listed in this spec book are nominal dimensions and subject to industry machining tolerances of +/- 1/16"

# General Specifications (Inset - see additional specifications on SP-17)

- 1 Interior
  - Natural maple EasyClean interior
- 2 Top & Floor
  - 1/2" E-Board with a natural maple EasyClean surface
- 3 Face Frame
  - Face frame is 3/4" solid wood
  - 3" Wide center stile standard on 30- 48" Wide cabinets except when butt doors (BD)
  - Butt door cabinets 24-36" Wide have no center stile; See Custom Options for Butt Door Cabinets 39" Wide and up
- 4 Side
  - 1/2" E-Board with natural maple EasyClean surface; 1/4" scribe
  - Edge banded top and bottom edges (Wall cabinets only)
  - Sides do not match cabinet face. Specify finished ends for all exposed ends. See Custom Options for the following: Finished Veneer End, Near Flush Finished Veneer End, True Flush Finished End (Opaque Only), Iron Works Gable End Panel, Door End Kit, Integrated Panel End, Working Door End, and Non-Working Door End (Inset Only)
  - See Custom Options for plywood cabinet box upgrades
- 5 Back
  - 1/4" Dura-board with natural maple EasyClean surface
- 6 Hanger Rail
  - 1/2" E-Board
- 7 I-Beam
  - 1/2" I-Beam stabilizer; base and vanity cabinets
- 8 Shelves
  - 3/4" E-Board with natural maple EasyClean surface and 1mm PVC shelf banding on front edge
  - Adjustable 1 1/4" on center
  - Standard wall cabinets have full depth shelves
  - Standard base and vanity cabinets have one half depth shelf and are drilled for both half and full depth shelves
  - See Custom Options for Full Depth Shelf
  - For Plywood Shelves see Custom Options for All Plywood Box Option
- 9 Hinges
  - Standard & Full Overlay: Blum six-way adjustable cup hinge with integrated soft close; hinge opens 110°
  - Soft close hinges not available on square corner wall or base cabinets
- 10 Drawer Box & Glides
  - BVD - 5/8" Birch Veneer Dovetail Drawer Box with Blum Full Extension Under Mount Glides with Soft Close
  - See Custom Options for the following:
    - MPLD – 5/8" Solid Wood Dovetail Drawer Box with Blum Full Extension Under Mount Glides with Soft Close and Side to Side Adjustability
    - WALD – 5/8" Solid Walnut Dovetail Drawer Box with Blum Full Extension Under Mount Glides with Soft Close and Side to Side Adjustability
- 11 Roll Out Tray
  - BVD – 5/8" Birch Veneer Dovetail Roll Out Tray with Full Extension Under Mount Glides with Soft Close; mounted to adjustable solid wood upright posts
  - See Custom Options for the following:
    - MPLD – 5/8" Solid Wood Dovetail Roll Out Tray with Full Extension Under Mount Glides with Soft Close; mounted to adjustable solid wood upright posts
    - WALD – 5/8" Solid Walnut Dovetail Roll Out Tray with Full Extension Under Mount Glides with Soft Close; mounted to adjustable solid wood upright posts
- 12 Toe Kick
  - Recessed toe is 1/2" E-Board
  - Rough toe kick size: 3 1/2" D x 4 1/2" H
  - Matching plywood toe kick material is required
- 13 SO# Label
  - Located behind hinge plate and center of face frame. SO# is required on all calls to Customer Service and on all warranty orders

## E-Board

Engineered board constructed of wood fibers bonded together with exclusive bonding agents, which are similar to the resins used in quartz countertops.

Our E-Board is engineered to tighter tolerances for better water resistance and greater stability than most plywood products on the market.

## Additional Notes

- Maximum door size: 26" W x 67" H
  - Except for SL series (Serenity, Slimline & Spirit); Max door size: 24" W x 67" H
- Single door cabinets will be hinged left unless specified on order
- Standard Depths & Heights (*unless stated otherwise*)
  - Wall: 12" Deep
  - Base: 24" Deep / 34 1/2" High
  - Tall: 12" or 24" Deep
  - Vanity: 18" or 21" Deep / 34 1/2" High
- Tall: Fixed floor between upper and lower sections is 1/2" E-Board with natural maple EasyClean surface.

Woodlond reserves the right to substitute or change specs without notice due to availability and supplier constraints.



# Drawer Box & Roll Out Tray Construction

All drawer and roll out tray glides have 100 lb. capacity rating

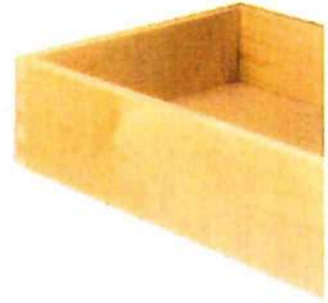
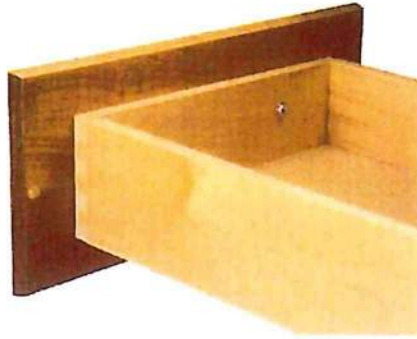
## 5/8" Birch Veneer Dovetail with Soft Close - BVD

### Standard Drawer Box

- 5/8" Birch Veneer Dovetail
- Full/Standard Overlay
- Glide: Blum Full Extension Under Mount Glides with Soft Close
- Inset Glide: Blum Full Extension Under Mount with Soft Close and Side to Side Adjustability (free upgrade)

### Roll Out Tray

- 4 1/8" High tray sides
- 5/8" Birch Veneer Dovetail
- Full Extension Under Mount Glides with Soft Close
- Mounted to adjustable solid wood upright posts



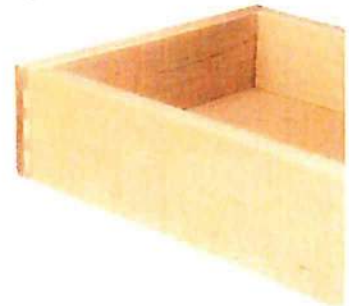
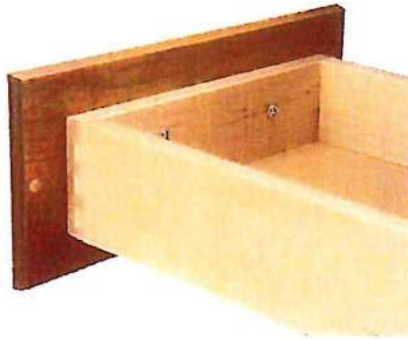
## 5/8" Solid Wood Dovetail with Soft Close - MPLD

### Drawer Box

- 5/8" Solid Wood Dovetail
- Blum Full Extension Under Mount Glides with Soft Close and Side to Side Adjustability
- 4 1/8" High roll out tray sides

### Roll Out Tray

- 5/8" Deluxe Solid Wood Dovetail
- Full Extension Under Mount Glides with Soft Close
- Mounted to adjustable solid wood upright posts



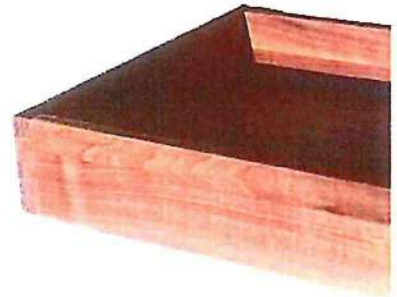
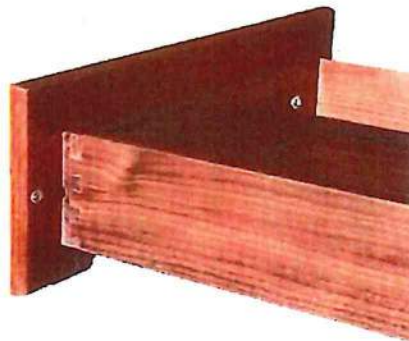
## 5/8" Solid Walnut Dovetail with Soft Close - WALD

### Drawer Box

- 5/8" Solid Walnut Dovetail
- Blum Full Extension Under Mount Glides with Soft Close and Side to Side Adjustability

### Roll Out Tray

- 4 1/8" High tray sides
- 5/8" Solid Walnut Dovetail
- Full Extension Under Mount Glides with Soft Close
- Mounted to adjustable solid wood upright posts





# Custom Options

 = INSET Available

## 1/2" Plywood Box Option



Upcharge applies to entire order

Upcharge

PLYBOX (Plywood Box & E-Board Shelves)

8%

Included

### Construction

- Sides: 1/2" Plywood with 1/4" scribe; unfinished exterior
- Top and Bottom: 1/2" Plywood
- Back: 1/4" Plywood
- Toe Kick and Hanging Rail: Plywood
- Shelves: 3/4" E-Board with natural maple EasyClean surface and 1mm PVC shelf banding on front edge
- Interior: Natural maple EasyClean

### Notes

- All Plywood Box option must be applied to all cabinets on the same order
- This option does not finish the ends of the cabinets; All exposed ends must be ordered with one of the following: Finished Veneer End, Near Flush Finished Veneer End, True Flush Finished End (Opaque Only), Door End Kit, Integrated End Panel, Working Door End or Non Working Door End (Inset Only)

## 1/2" All Plywood Box and Shelf Option



Upcharge applies to entire order

Upcharge

ALLPLYSLF (Plywood Box & Ply Shelves)

12%

### Construction

- Sides: 1/2" Plywood with 1/4" scribe; unfinished exterior
- Top and Bottom: 1/2" Plywood
- Back: 1/4" Plywood
- Toe Kick and Hanging Rail: Plywood
- Shelf: 3/4" plywood with natural maple EasyClean surface and 1mm PVC shelf banding
- Interior: Natural maple EasyClean

### Notes

- All Plywood Box and Shelf option must be applied to all cabinets on the same order
- This option does not finish the ends of the cabinets; All exposed ends must be ordered with one of the following: Finished Veneer End, Near Flush Finished Veneer End, True Flush Finished End (Opaque Only), Door End Kit, Integrated End Panel, Working Door End or Non Working Door End (Inset Only)

# Door Styles

## METRO HDF

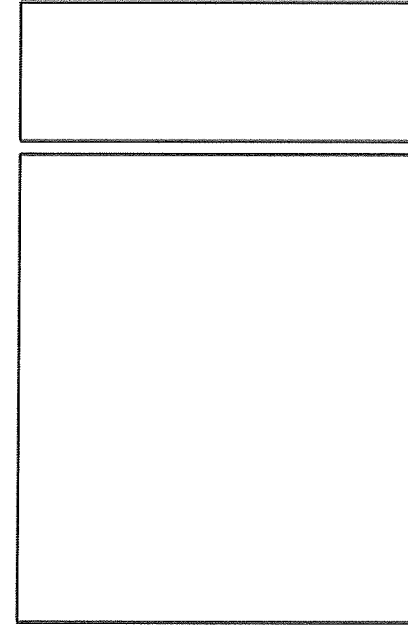
FO Metro HDF

FO - Full Overlay

\*To determine door / drawer width deduct 1/2" from cabinet width of full overlay single door cabinets

Alder	Cherry	Hickory	HDF	Oak	Walnut
			2		

*Must add Opaque up-charges*



Center Panel	Inside Profile	Outside Profile
---	---	OSP1

### CONSTRUCTION

Drawer Front: HDF Slab

Door Frame:

Panel: HDF Slab

#### Chart -- Door & Drawer Detail

Door/Drawer Width*	Stile Width	Rail Width	Center Panel Style
3" - Larger	---	---	Slab

#### Chart -- 1 Pc. Drawer Detail

Drawer Height	Stile Width	Rail Width	Center Panel Style
3" - Larger	---	---	Slab



# Estimate



Dunn Rite Construction  
2612 Eagle Ridge Drive  
Menomonie WI 54751  
715-232-9029  
715-505-6061 Cell  
[dzerbian15@gmail.com](mailto:dzerbian15@gmail.com)

## Customer

Menomonie City Hall  
Menomonie WI 54751

Build a deck for cabinets. Set cabinets on the deck and alongside of the deck.

Material 300.00  
Labor 1,500.00

**PAYMENTS:** Materials and labor will be *due in full* on the day the job is completed.

**Any alteration or deviations from above specifications involving extra costs will be become an extra charge over and above the estimate at an hourly rate of 75.00 per hour per man plus materials. Interest will be applied to any unpaid balances.**

All agreements are contingent upon strikes, accidents or delays beyond our control. Owner needs to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for the construction on owners land, may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, addition to the undersigned claimant are those who contract directly with the owner or those who give the owner notice within sixty (60) days after the first perform. Furnish or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner will probably receive notices from those who perform, furnish or procure labor, services, materials, plans, cooperate with the owner's lender, if any, to see that all potential lien claimants are duly paid.

**Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. (Note this proposal may be withdrawn by us if not accepted in 30 days.) .) PLEASE SIGN AND RETURN THIS COPY TO SCHEDULE A START DATE AND HAVE MATERIALS ORDERED.**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



2224 Mercantile Dr.  
Eau Claire, WI 54703

QUOTATION: 24-1211-DR

Date Issued: 12/11/24

Page: 1 of 3

To: City Of Menomonie  
800 Wilson Avenue  
Menomonie, WI 54751

Attn: Pam Wildner  
Phone: 715-232-2221  
E-Mail: [pwildner@menomonie-wi.gov](mailto:pwildner@menomonie-wi.gov)

We are pleased to quote you as follows:

QUANTITY	ITEM NUMBER AND DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-----------------------------	------------	----------------

1 ea

**Admin Wing Office**

Height Adjustable Desk Unit Per Layout (A1) Dated 7-18-24  
Consisting Of The Following Components:

- Choice Of Standard Paint Finish Options
- Choice Of Standard Laminate Finish Options
- Choice Of Standard T-Mold Edge Finish Options

- (1) 48x72-24L/30R Extended Right Hand T-Mold Edge Corner Cove  
Laminate Worksurface
- (1) 24x48 T-Mold Edge Laminate Worksurface
- (1) Dog Bone/Field Joint Connection
- (1) 22-1/2Hx22-7/8Dx15W Box/File Mobile Drawer Unit
- (1) Lock Core Kit Silver; 1 Core; 2 Keys
- (1) Agility 3-Leg 2-Stage Electrical Height Adjustable Base;  
Programmable Switch; Black Paint Finish
- (1) Center Drawer With Organizer Insert
- (2) Guest Chairs With Arms And Casters; Black Frame Finish;  
Black Mesh Back With Black Fabric Seat
- (1) Beniiia Smarti-EL Task Chair With Adjustable Arms; Black Fabric  
And Base; Black Mesh Back; Black Fabric Seat

**Total Net Price (Delivered And Installed)**

**\$2,907.90**

1 ea

**Cube Space K - Building Inspection Wing Workstation**

Cube Space K Per Layout (A1) Dated 7-19-24  
Consisting Of The Following Components:

- Choice Of Standard Paint Finish Options
- Choice Of Standard Laminate Finish Options
- Choice Of Standard T-Mold Edge Finish Options
- Choice Of Standard Fabric Finish Options

- (1) 44Hx60W Tackable Panel
- (1) 44Hx48W Tackable Panel
- (1) 44Hx36W Tackable Panel
- (1) 44H "L" Connector Post
- (1) "L" Connector Strap
- (1) Inline Connector Kit
- (1) 44H Panel End Covers
- (1) 48"W Panel Top Cap
- (1) 60"W Panel Top Cap
- (1) 36"W Panel Top Cap
- (1) 57.5"H "T" Connector Post
- (1) Single Connector Strap
- (1) Variable Height Connector Kit 15H
- (1) 60Wx18H Fabric Tackboard

QUOTATION: 24-1211-DR

Date Issued: 12/11/24

Page: 2 of 3

To: City Of Menomonie  
800 Wilson Avenue  
Menomonie, WI 54751

Attn: Pam Wildner  
Phone: 715-232-2221  
E-Mail: [pwildner@menomonie-wi.gov](mailto:pwildner@menomonie-wi.gov)

We are pleased to quote you as follows:

QUANTITY	ITEM NUMBER AND DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	-----------------------------	------------	----------------

- (1) 15Hx60W Flipper Door Overhead
- (1) Lock Core Kit Silver; 2 Cores; 2 Keys
- (3) 30Dx80W T-Mold Edge Laminate Worksurface
- (1) 30Dx47W T-Mold Edge Laminate Worksurface
- (1) Agility 3-Leg 2-Stage Electrical Height Adjustable Base; Programmable Switch; Black Paint Finish
- (1) 30D Flat Bracket
- (1) 24D Right Hand Cantilever Bracket
- (1) 24D Left Hand Cantilever Bracket
- (1) 30Dx29-1/2H Freestanding End Panel Support
- (1) Pair Of Gussets
- (1) 28Hx22-7/8Dx15W Box/Box/File Support Pedestal Drawer Units
- (1) 42Wx28H 2-Drawer Lateral File
- (1) Lock Core Kit Silver; 2 Cores; 2 Keys; Key #103

Total Net Price (Delivered And Installed)

\$7,665.55

1 ea

**Stand Alone - Cube C**

Cube C Per Layout (A1) Dated 12-11-24  
Consisting Of The Following Components:

- Choice Of Standard Paint Finish Options**
- Choice Of Standard Laminate Finish Options**
- Choice Of Standard T-Mold Edge Finish Options**
- Choice Of Standard Fabric Finish Options**

- (1) 44Hx60W Tackable Panel
- (1) 44Hx48W Tackable Panel
- (1) 44Hx36W Tackable Panel
- (1) 44H "L" Connector Post
- (1) "L" Connector Strap
- (1) Inline Connector Kit
- (1) 44H Panel End Covers
- (1) 48"W Panel Top Cap
- (1) 60"W Panel Top Cap
- (1) 36"W Panel Top Cap
- (1) 57.5"H "T" Connector Post
- (1) Single Connector Strap
- (1) Variable Height Connector Kit 15H
- (1) 60Wx18H Fabric Tackboard
- (1) 15Hx60W Flipper Door Overhead
- (1) Lock Core Kit Silver; 2 Cores; 2 Keys
- (3) 30Dx80W T-Mold Edge Laminate Worksurface
- (1) 30Dx47W T-Mold Edge Laminate Worksurface
- (1) Agility 3-Leg 2-Stage Electrical Height Adjustable Base; Programmable Switch; Black Paint Finish



To: City Of Menomonie  
800 Wilson Avenue  
Menomonie, WI 54751

Attn: Pam Wildner  
Phone: 715-232-2221  
E-Mail: [pwildner@menomonie-wi.gov](mailto:pwildner@menomonie-wi.gov)

QUOTATION: 24-1211-DR  
Date Issued: 12/11/24  
Page: 3 of 3

**We are pleased to quote you as follows:**

QUANTITY	ITEM NUMBER AND DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	(1) 30D Flat Bracket		
	(1) 24D Right Hand Cantilever Bracket		
	(1) 24D Left Hand Cantilever Bracket		
	(1) 30Dx29-1/2H Freestanding End Panel Support		
	(1) Pair Of Gussets		
	(1) 28Hx22-7/8Dx15W Box/Box/File Support Pedestal Drawer Units		
	(1) 42Wx28H 2-Drawer Lateral File		
	(1) Lock Core Kit Silver; 2 Cores; 2 Keys; Key #103		
	(2) 48"Wx65"H Panel With Top Glass		
	<b>Total Net Price (Delivered And Installed)</b>		<b>\$10,054.69</b>

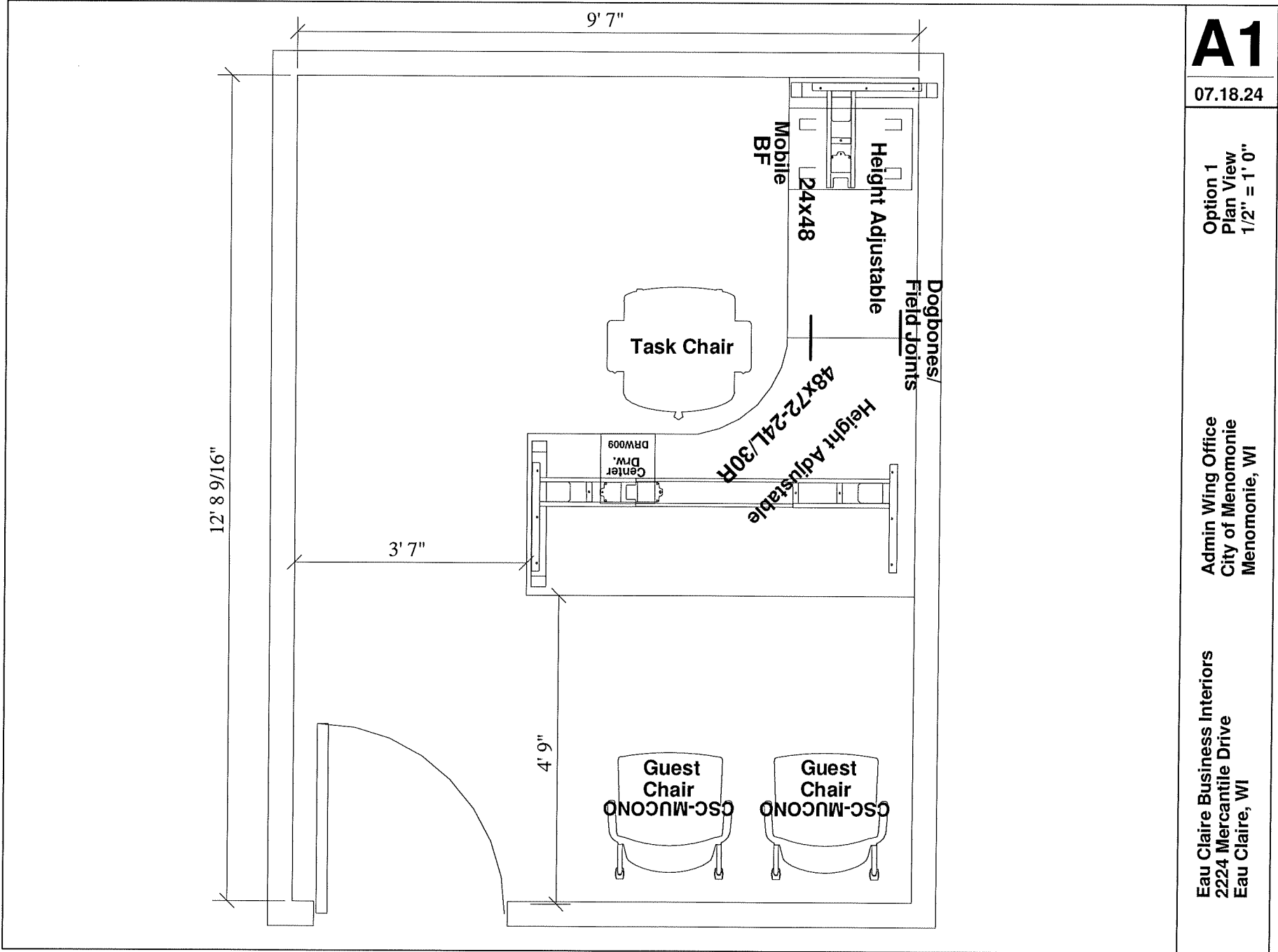
**TERMS:**

- \*Pricing is Valid For 30 Days.\*
- \*Product leadtime is approximately 4 weeks from date of order entry.\*
- \*Payment terms: 30% down; remainder due; net 10 days from invoice date.\*
- \*Terms: 1-1/2% per month late payment charge will be assessed on all past due invoices. \$5.00 minimum charge.\*
- \*A convenience fee of 4.75% will be added to payments made by credit card.\*
- \*All products ordered are non-returnable to the manufacturer.\*
- \*Pricing based on quantities quoted above; changes in quantity ordered, could result in product price changes.\*
- \*Price includes freight, delivery, installation and waste removal.\*
- \*Price is subject to all applicable sales tax.\*
- \*Lease financing available.\*

  
David Robarge, President

Accepted By: \_\_\_\_\_  
Purchase Order: \_\_\_\_\_

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



**A1**

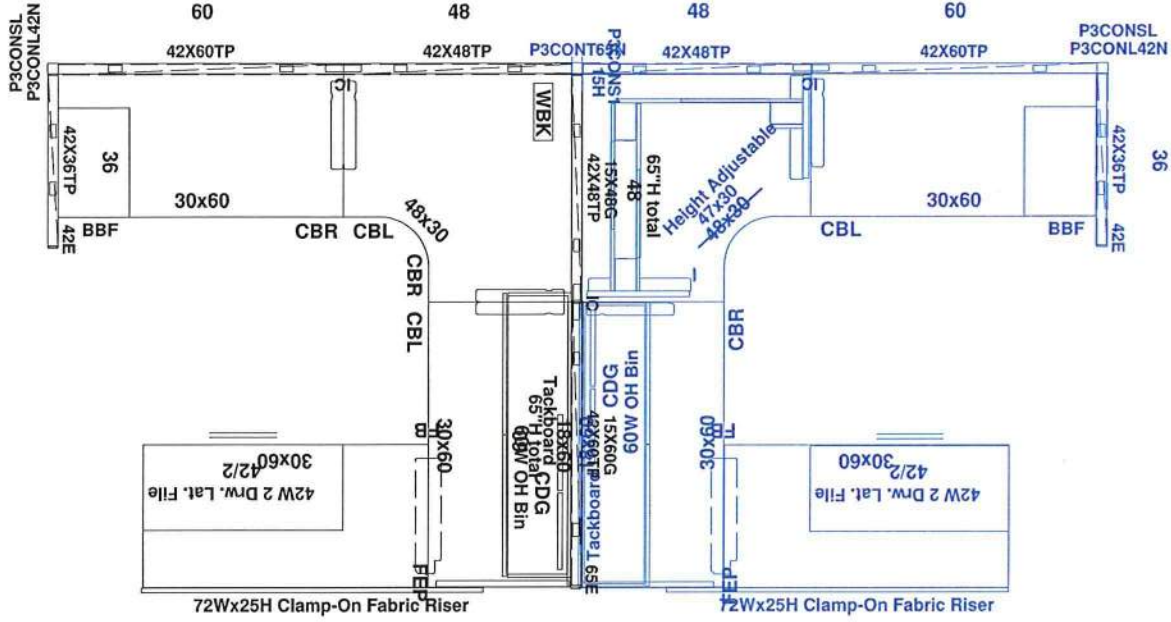
07.18.24

Option 1  
Plan View  
1/2" = 1' 0"

Admin Wing Office  
City of Menomonie  
Menomonie, WI

Eau Claire Business Interiors  
2224 Mercantile Drive  
Eau Claire, WI

Blue = New Product  
 Black = Existing Product



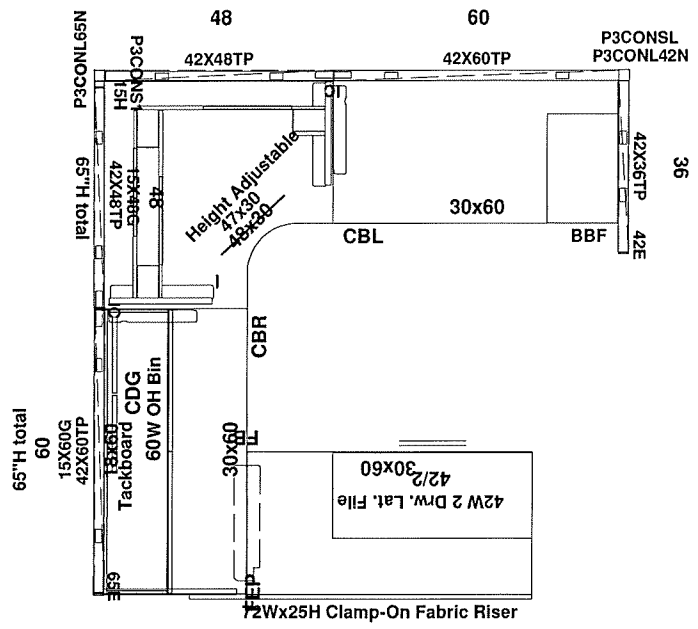
**A1**

07.19.24

Option 1  
 Plan View  
 1/2" = 1'-0"

Building Inspection Wing Cubicle  
 City of Menomonie  
 Menomonie, WI

Eau Claire Business Interiors  
 2224 Mercantile Drive  
 Eau Claire, WI 54703



**A1**

12.11.24

Option 1  
Plan View  
1/2"=1'-0"

Stand-Alone Cubicle C  
City of Menomoneie  
Menomoneie, WI

Eau Claire Business Interiors  
2224 Mercantile Drive  
Eau Claire, WI 54703



**City of Menomonie**  
David Schofield

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

---

**TO:** Mayor Knaack & City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** Boulevard Tree Replacements  
**DATE:** December 16, 2024 City Council Meeting

The City has removed approximately 600 Ash Trees from our street rights-of-way and parks over the last two years. City Staff anticipates there are approximately 400 more to go.

The City has budgeted for some tree replacements, and has obtained grants for others, but additional funding will allow for repopulation more quickly. Therefore, City Staff recommends allocating the remaining \$15,417.96 of the American Recovery Plan Act State and Local Fiscal Recovery Fund (“ARPA”) toward Tree Replacements.

City Staff obtained quotes from Legacy Trees and McKay Nursery Company. The available funding will provide 73 replacement trees with Legacy or 70 replacement trees with McKay.

City Staff recommends acceptance of Legacy Trees proposal for 73 boulevard tree replacements (see attached). If City Council concurs, the appropriate motion would be ***Award the Boulevard Tree Replacement Contract to Legacy Trees in the amount of \$15,520, as presented*** (roll call vote).

**Attachments:**

- Legacy Trees Proposal





**Office Address**  
N290 Pine Place  
Hatfield, WI 54754

**Nursery Address**  
W21518 11<sup>th</sup> St  
Trempealeau, WI 54661

**Website** [www.legacy-trees.com](http://www.legacy-trees.com)

**Phone** 715-670-8395

**Email** [alli@legacy-trees.com](mailto:alli@legacy-trees.com)

Legacy-Trees offers a unique, patent-pending, cutting-edge tree planting system that is new to this industry. Our planting process focuses on utilizing air root pruning technology in an above-ground platform that mimics the way trees grow in the forest. Legacy-Trees was built upon these four pillars: proper planting, planning, stewardship, and diversity.

Attached is a quote for Legacy-Trees for the City of Menomonie, Wisconsin.

Let me know if you have any questions or how you would like to proceed. Thanks!

<b>Quote - Delivery of Plant Material</b>
73 Legacy-Trees
Plant Material: \$14,600.00
Delivery Fee: \$920.00
Total: \$15,520.00



*City of Menomonie*  
Eric M. Atkinson

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

---

TO: Mayor Knaack & City Council

FROM: Administrator Atkinson

SUBJECT: City of Menomonie Employee Handbook Update

DATE: December 12, 2024

ATT: City of Menomonie Employee Handbook

City Administration and staff updated the City of Menomonie Employee Handbook. The Handbook includes updates to job descriptions, lactation breaks, the Pregnant Workers Fairness Act, clarifications to payroll periods, and computations for vacation benefit accruals. If the Council supports the updates, the Administration recommends that the updated Handbook go into effect on January 1, 2025.

A copy of the Handbook is attached to this memorandum.

If the Council supports the updated Handbook, the appropriate action is a motion to *Approve the Amended City of Menomonie Employee Handbook as Presented Going Into Effect on January 1, 2025.* (Simple Majority Vote)

# **City of Menomonie Employee Handbook**

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## INTRODUCTION

The general purpose of this Policies and Procedures Handbook is to familiarize employees with City policies that help to address the social, economic, and program needs of the City. This Handbook provides general information on the recruitment, selection, development, and maintenance of an effective and responsive workforce.

These policies are issued to advance understanding between the City, its employees, and the public. Unless covered by a separate employment contract or collective bargaining agreement, all employees are considered "at-will" employees. Nothing contained in this Handbook should be construed by any employee as establishing, creating, or constituting a written, oral, or implied contract of employment. Furthermore, Handbook provisions should not be construed as a guarantee of continued employment or any employment benefits or conditions.

The provisions set forth in this Handbook supersede all prior personnel policies and procedures, whether written or established by past practice. Because this Employee Handbook is based on City operational policies and procedures, federal and state-mandated policies and procedures, and present employee fringe benefit programs, which are all to some degree subject to change, this Handbook is also subject to change. If any provision in this Employee Handbook conflicts with any applicable collective bargaining agreement provision, the collective bargaining agreement shall supersede the Handbook. The City reserves the right to revise, add, subtract, correct, delete, or update any part of the materials in this Handbook.

Any changes made in this Handbook will be brought to the attention of all employees through employee meetings, posting of the change on the employee bulletin board, or corrections in the Employee Handbook itself.

Nothing in this Handbook shall restrict employees from engaging in any concerted or other activity protected by Wisconsin or federal law.

# **1.0 BASIC PRINCIPLES AND PRACTICES**

## **1.1 EMPLOYER RIGHTS AND RESPONSIBILITIES**

The employer shall have the following rights, among others:

- To direct all operations of government;
- To hire, promote, transfer, assign, retain, and terminate employees;
- To establish and enforce work rules, and to determine work schedules;
- To suspend, demote, discharge, and take other disciplinary action against employees;
- To relieve employees from their duties because of lack of work or for other reasons;
- To maintain the efficiency of government operations;
- To introduce new or improved methods or facilities;
- To change existing methods or facilities;
- To discontinue methods or facilities;
- To develop job descriptions;
- To schedule overtime;
- To contract out for goods or services;
- To determine the methods, means and personnel by which operations are to be conducted;
- To take whatever action must be necessary to carry out the functions of government in situations of emergency and;
- To take whatever action is necessary to comply with state or federal law.

## **1.2 EQUAL OPPORTUNITY AND NON-DISCRIMINATION POLICY STATEMENT**

It is the policy of the CITY OF MENOMONIE to give equal opportunity to all qualified persons without regard to any legally protected class status, including: age; race; creed; color; genetic testing; disability; marital status; pregnancy; sex; national origin; ancestry; sexual orientation; arrest record; conviction record; membership in the national guard; state defense force or any other reserve component of the military forces of the United States or this state; and use or nonuse of lawful products off the employer's premises during nonworking hours.

All employment practices are to provide that all qualified individuals be recruited, hired, assigned, advanced, compensated, and retained on the basis of their qualifications, without regard to these or any legally protected class status.

Each employee shall be responsible for promoting a workplace environment free of unlawful discrimination and reporting any perceived impermissible conduct as soon as reasonably possible.

The City Administrator has been assigned responsibility for overseeing the EEO/Affirmative Action and Americans with Disabilities Act/ Wisconsin Fair Employment Act policies. The Administrator shall work with each Department Head to further a workplace environment based on equal opportunity for qualified individuals and free from unlawful discrimination.

### **1.3 AMERICANS WITH DISABILITIES ACT AS AMENDED**

The City is committed to implementing the provisions of the Americans with Disabilities Act, as amended (ADAAA), to ensure non-discrimination in employment for qualified individuals with disabilities.

Qualified individuals having a physical or mental impairment that substantially limits one or more major life activities, having a record of such an impairment, or being regarded as having an impairment will not be discriminated against regarding employment application procedures, hiring, advancement, compensation, termination, training or other terms, conditions, and privileges of employment. The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of their job.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace – when such a threat cannot be eliminated by reasonable accommodation – will not be hired. Current employees who directly threaten the health or safety of other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made concerning the employee's employment situation. Employees should immediately raise any disability/accommodation issues with their immediate Supervisor and/or the City Administrator for prompt investigation.

### **1.4 NEPOTISM**

The City wants to ensure that its employment practices, including employee hiring, promotion, and transfer, do not create the potential for conflict of interest or favoritism. Immediate family members will not be employed in the same department. Suppose employees within the same department begin a dating relationship or become relatives, partners, or members of the same household. In that case, both employees must inform their Supervisor and the City Administrator of the relationship. All potential conflicts of interest will be determined on a case-by-case basis by the City Administrator in a manner that protects the City's interest.

Immediate family members for this policy shall be defined as spouse, child, parent, brother, sister, stepparent, stepchild, in-law by blood or marriage (father/mother, sister/brother, daughter/son), or any other member of the employee's household. Any other member of the employee's household shall be any individual living in the employee's household who receives, directly or indirectly, their support. (Examples include foster children or domestic partners).

Employees will not be placed in a department in which a relative (beyond the immediate family member definition above) will exercise direct or indirect supervision over the employee. All

decisions on the definitions of the departments and the definition of a relative in a Supervisor-relative relationship will be made by the City Administrator.

This section does not apply to elected officials, contractors, subcontractors, non-benefit eligible employees, and volunteers, except to the extent that no person shall be directly supervised by another member of his or her immediate family. No employee or official may use his or her position to bring about the hiring or promotion or otherwise influence an employment decision relating to an immediate family member or other relative, whether by blood or marriage. Employees currently working in this capacity will be grandfathered in as of January 22, 2024.

## **1.5 GIFTS AND GRATUITIES**

No City employee or official may solicit or accept from any person, directly or indirectly, any gift, gratuity, or anything of value if it would reasonably be expected to influence the employee's or official's vote, actions, or judgment or could reasonably be considered as a reward for any action or inaction on the part of the employee or official.

## **1.6 POLICY DEVELOPMENT AND ADMINISTRATION**

The City Council is responsible for adopting personnel policies and policy revisions in this Handbook. In fulfilling this responsibility, the City Council may initiate action or accept or reject the administration's recommendations. The Mayor and City Administrator shall implement the policies and procedures approved by the City Council.

## **1.7 PUBLIC CONTACT**

Every employee of the City is to be courteous when dealing with citizens and customers. If a problem arises, contact your Supervisor to resolve the issue.

## **1.8 OUTSIDE EMPLOYMENT**

Employees are expected to devote their work efforts to their primary job. Therefore, employees are required to refrain from engaging in other employment that could be inconsistent with or adversely affect the interests of the City; could, because of association, harm the City, could create a conflict of interest between the employee and the City, or could adversely affect work efficiency at the City. City employees contemplating outside employment are expected to request approval on the form provided by their immediate Department Head and the City Administrator before accepting an offer for additional employment. City employees shall not perform duties associated with outside employment while on City worktime or City property. Employees are notified that the City's health insurance policy and/or its worker's compensation carrier will not pay for on-the-job injuries or illnesses arising out of an employee's outside employment as those medical expenses would be the responsibility of the outside employer.

## **1.9 LOST AND FOUND ARTICLES**

Items found by any City employee must be turned in to the office of his/her/their immediate Supervisor, which will normally be turned in to the police department. As City employees, we owe it to our citizens to be honest and turn in any lost items so they can be claimed by their rightful owner. Failure to comply may result in disciplinary action.

## 1.10 HARASSMENT AND OTHER FORMS OF DISCRIMINATION POLICY

Under federal and state fair employment laws, members of a protected class in employment cannot be subjected to workplace harassment or other unlawful discrimination by co-workers, Supervisors, managers, or others. Harassment of other City employees is unacceptable and will not be tolerated by the City. Every employee is responsible for immediately reporting to management any harassing conduct that may relate to the work environment, whether it occurs on or off the job. Such conduct includes harassment or discriminatory conduct by employees toward other employees, by employees toward members of the public engaged in City business, and by members of the public toward City employees related to their work.

Harassment and acts of discrimination to be reported include:

1. Unsolicited and repeated derogatory epithets, derogatory statements, or gestures made to a person because of his/her/their protected status.
2. Any attempt to punish or penalize a person because of his/her/their protected status.
3. Creating an offensive and hostile working environment for a person because of his/her/their protected status, including sexual harassment.

Acts of sexual harassment will not be tolerated and are strictly prohibited. Accordingly, the City adopts and establishes the following work rules: It is unlawful and against policy for any employee, male or female, to harass another by making unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature a condition of any employee's work; using an employee's submission to or rejection of such conduct as the basis for or as a factor in any employment decision affecting the individual; or otherwise creating an intimidating, hostile or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include, but are not limited to, the following actions: loud or sexually suggestive comments; sexual flirtations, advances, or propositions; off-color language or jokes of a sexual nature; slurs and other unwelcome verbal, graphic, or physical conduct relating to an individual's gender; persistent comments on an employee's sexual preference; or any display of sexually explicit pictures, greeting cards, articles, books, magazines, photos, or cartoons.

Conduct or actions arising from a personal or social relationship that is not intended to have a discriminatory employment effect may not be viewed as harassment. The City will determine whether such conduct constitutes sexual harassment based on a review of the facts and circumstances of each situation.

Reports and allegations of harassment or other forms of discriminatory conduct will be subject to investigation by management as soon as reasonably possible. If an employee is found to be responsible for harassment or other discriminatory conduct, appropriate disciplinary action may be taken, including termination of employment. An employee with a harassment or discrimination complaint should immediately report it to his/her/their Supervisor or, if the complaint involves the employee's immediate Supervisor, to a Department Head or the City Administrator. If the harassment or discrimination involves the City Administrator, the employee should immediately report it to the Mayor or the City Council President. Retaliatory acts taken against employees for making a report in good faith of workplace harassment or discrimination or assisting in an

investigation will not be tolerated and will be subject to disciplinary actions, up to and including termination from employment.

### **1.11 PREGNANT WORKERS FAIRNESS ACT**

The City's policy is to provide reasonable accommodation for employees affected by pregnancy, childbirth, or related medical conditions unless it would cause an undue hardship on the business. Affected employees shall engage in a timely, good faith, and interactive dialogue with the City to determine appropriate accommodations. The City may reasonably request medical documentation to support the employee's need for accommodation in limited circumstances. Pregnant employees will not be forced to leave if reasonable accommodation is provided. Pregnant employees will be allowed to return to their original job post-accommodation. The City shall not discriminate based on pregnancy-related conditions, nor will it deny employment opportunities based on the need to make accommodations.

## **2.0 COMPLAINT PROCEDURE FOR ADDRESSING HARASSMENT AND OTHER FORMS OF DISCRIMINATION**

### **2.1 DUTY TO REPORT**

An employee is expected to bring a complaint of harassment or other discriminatory conduct to the attention of his/her/their immediate Supervisor. If the complaint is against said Supervisor, then it must be reported to the Department Head. At the employee's option, complaints may also be reported to the City Administrator. If the complaint involves the City Administrator, the employee should report the conduct to the Mayor or the City Council President. Any complaint should be made promptly following the incident.

### **2.2 CONFIDENTIALITY**

Any complaint will be kept confidential to the greatest extent possible pursuant to Wisconsin law.

### **2.3 INFORMAL RESOLUTION PROCESS**

The complainant may ask the Supervisor for, but is not required to ask for, an informal resolution of the alleged incident or issue through the following process:

- a. Inform the alleged harasser directly or through an appropriate administrator or Supervisor that a problem has been raised concerning that person's conduct.
- b. Inform the alleged harasser of City policy regarding harassment and/or other discriminatory conduct.
- c. Assist the alleged harasser in identifying behaviors that might lead to complaints and ways to change that behavior to avoid further complaints.
- d. May request a verbal or written resolution to the matter as part of the informal process.

Any informal resolutions should be reported to the City Administrator.



## 2.4 FORMAL INVESTIGATION PROCESS

A Formal Investigation of the complaint will be commenced upon the complainant and/or the recommendation of the City Administrator, Mayor, or City Council President. To request a formal investigation, the complainant must prepare a written report of the incident or issue outlining the events that transpired, and submit the written report to the Department Head, City Administrator, Mayor, or City Council President, as applicable. The formal investigation can commence with or without the complainant asking for an *informal* resolution to the complaint. If the complaint is not resolved to the satisfaction of the complainant, the complainant may appeal the matter utilizing the Employee Complaint Procedure (for issues other than discipline, termination, and workplace safety) found in Section 12.1, beginning with Step 3 or 4 (or Step 2 or 3 for Department Head use of Procedure) as applicable.

Retaliation against an employee who has filed a complaint or has assisted in an investigation is strictly prohibited.

Supervisors and Department Heads shall report all harassment complaints or other forms of discrimination to the City Administrator. The report shall describe the alleged incident/issue, the employees involved, and the status of the complaint.

## 3.0 ELECTRONIC MEDIA & SOCIAL MEDIA POLICY

It is the policy of the City that information, in all its forms, written, spoken, recorded electronically, or printed, will be protected from accidental or intentional unauthorized modification, destruction, or disclosure. All electronic media must be protected from misuse, unauthorized manipulation, and destruction. It is further the policy of the employer that employees may not use social media technology to engage in or post communications or material that would violate any Handbook policy, including, but not limited to, using technology to post communications or materials that are derogatory or offensive with respect to race, religion, gender, sexual orientation, national origin, disability, age, or any other legally protected class status.

Nothing in this policy is intended to interfere with the rights of any employees to engage in or refrain from protected concerted activity (including lawful communications about wages, hours, and other terms and conditions of employment), either with co-workers or others, or any other rights provided under the National Labor Relations Act. To the extent that conduct is protected under the National Labor Relations Act, this policy does not prohibit or dissuade it.

### 3.1 GENERAL GUIDELINES - ELECTRONIC MEDIA

1. All employer-provided electronic media systems are the employer's property. Additionally, all messages, data, images, files, and other forms of electronic media composed, sent, or received on these systems remain the employer's property. They are not the private property of any employee.
2. Using our electronic media systems is reserved solely for the conduct of City business during work hours. However, if employees wish to use these systems during breaks, lunch periods, or before and after regular working hours, they may do so. Still, employees are prohibited from using these services for illegal, illicit, immoral or offensive purposes. A post is "offensive" if it could reasonably be construed to harm someone's reputation intentionally, contribute to a hostile work environment based on a protected classification, incite violence or similar

inappropriate or unlawful conduct, or disparage members of the public/ customers, co-workers/associates, or suppliers.

3. The electronic media systems may not solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations unless otherwise approved by the City Administrator.
4. The electronic media systems are not to be used to create offensive or disruptive messages or documents (see the definition of "offensive" above) or in a manner that adversely affects the employee's job performance or disrupts the job performance of other employees.
5. Electronic media systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.
6. This guideline is not intended to restrict employees from discussing their wages or other terms and conditions of employment with others.
7. The City reserves and intends to exercise the right to review, audit, intercept, access, and disclose all internet activity and any messages or documents created, received, or sent over the employer's electronic media systems for any purpose.
8. The confidentiality of any message cannot be assumed. Even when a message is erased, it is still possible to retrieve and read it. Further, the use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to management, or they are invalid and cannot be used.
9. Employees may not modify, delete, or destroy any Employer document created by any electronic media unless expressly authorized.
10. All electronic communications, except where the content is purely personal and has no connection to the City's function, are subject to all of the public records law requirements and must be retained pursuant to the City's record retention policy. This includes but is not limited to, e-mail and text messages on all employer-provided devices and personal devices if used to conduct City business.
11. Employees may not engage in conduct that could cause unnecessary congestion or disruption to the system.
12. Employees may not engage in behavior that violates any City policy or procedure.
13. Cellular calls should be restricted to the city-provided plan. Employees must submit reimbursement to City Hall with the billing if personal calls exceed the cost of these publicly funded cellular phone plans.

### **3.2 GENERAL GUIDELINES - SOCIAL MEDIA (Personal Use)**

1. **Only on Your Own Time.** Unless you have received advance permission from your Supervisor, you may not engage in social media during work time. Social media

use for personal use should be limited to personal break time and should in no way interfere with job duties.

2. **Post as Yourself.** If you identify yourself as a City employee while using social media, your profile and any related content should be consistent with how you wish to present yourself to your colleagues, Supervisors, and the public. Make clear that you are expressing your personal views, not those of your employer. If you post anything online that is related to the work you do for the City, or to subjects associated with the City, be clear that you are not speaking on behalf of the City by including a disclaimer such as "the postings on this site are my own and do not necessarily reflect the views of the City."
3. **Use Good Judgment.** Because what you say online is accessible to the public, use good judgment in your communications. Employee speech is protected under the First Amendment if the employee is speaking as a private citizen on a matter of public concern and the employee's interest is not outweighed by the interests of the City in promoting the efficiency of its operations or services. Employees should refrain from speech that, for example, creates disharmony among co-workers, interferes with an employee's performance, or destroys the relationship of loyalty and trust required of the employee. This guideline, however, is not intended to restrict employees from discussing their wages or other terms and conditions of employment with others.
4. **Be Respectful.** Do not post communications or material that is disparaging, obscene, profane, vulgar, bullying, threatening, maliciously false or inappropriately inflammatory.
5. **Obey the Law.** Do not post any material that violates the law, such as material that is obscene, profane, defamatory, threatening, harassing, or that violates the privacy rights of someone else. The posting of such material may subject you to criminal and civil liability.
6. **Don't Expect Privacy.** Because your social media communications are publicly available, you should not expect your communications to be private. Once you post something online, it is completely out of your control and generally available to anyone in the world.
7. **Comply with Harassment and Other Policies.** Employees may not use social media technology to engage in or post communications or material that would violate any other Handbook policy, including, but not limited to, the Workplace Safety, Discrimination, Harassment, and Retaliation policy.
8. **Ask for Guidance.** Ask your manager if you have any questions about what is appropriate to include in social media communications.

### 3.3 CONFIDENTIALITY

City employees and officials must keep confidential information regarding City operations and activities that is not part of the public record. Employees shall keep official agency business confidential. They shall not impart such information to anyone except those for whom it is intended or as directed by their Supervisor. No employee shall speak on behalf of the City unless authorized by the employee's Supervisor. Any information discussed or disclosed in a closed session must remain confidential until legally appropriate for public release.

### **3.4 DUTY TO REPORT**

All employees must report any discovered or suspected unauthorized or improper use of electronic media or social media in the workplace.

### **3.5 POLICY VIOLATIONS**

Employees who violate this policy may be subject to discipline, up to and including immediate termination of employment.

## **4.0 RECRUITMENT AND EMPLOYMENT**

### **4.1 HIRING**

When the City determines that a vacancy or new position shall be filled, the City should post a notice of such vacancy or new position for a minimum of ten (10) days if practical and appropriate to do so. The posting should include the date the position is to be filled, the title of the position, requirements, rate of pay, and benefits. The City retains the right to determine whether it will fill the position and when to recruit outside applicants. In most cases, current employees who meet the minimum qualifications for the position and sign the posting promptly will be allowed to interview for the opening.

The Mayor and City Administrator shall screen and interview applicants for Department Head positions, except for the Police and Fire Chiefs. After consulting with the City Administrator, the Mayor will appoint the Department Head and submit the appointment to the City Council for confirmation.

### **4.2 DEPARTMENT HEADS**

The following positions shall have Department Head status: City Administrator, Public Works Director, City Clerk, City Treasurer/Comptroller, Water Superintendent, Wastewater Superintendent, Recreation Director, Community Services Superintendent, Chief Building Inspector, Communications Specialist, Environmental Program Coordinator, Police Chief, and Fire Chief. Other Exempt positions include Recreation Supervisor, Payroll/HR Specialist, Assistant Building Inspector, and Executive Secretaries.

### **4.3 OTHER SALARIED PERSONNEL**

The Department Head, along with the City Administrator, should screen and interview the applicants under his/her/their jurisdiction and review the information with the Mayor. The Mayor or his/her/their designee will make the appointment and submit a copy of the resume along with a complete background to the City Council for their information. Police and Fire Department personnel (i.e., police patrol, sergeants, commanders, firefighters, lieutenants, captains, and battalion chiefs) will be hired through the Police and Fire Commission.

### **4.4 NOTIFICATION OF THOSE NOT SELECTED**

Candidates who were interviewed and not selected should be notified that the position has been filled

#### **4.5 EMPLOYEE ORIENTATION TO PERSONNEL POLICIES**

A copy of the Policies and Procedures Handbook will be provided to each new employee who will be expected to read the document and sign an Acknowledgment of Receipt of Handbook.

The Payroll/HR Specialist shall give each new employee a copy of the Handbook when filling out employment papers and signing a form verifying receipt of the document. New employees shall discuss any questions regarding City policies and procedures with their Department Head within ten (10) days of hiring. Further questions or concerns about City policies and procedures may be directed to the City Administrator or his/her/their designee.

#### **4.6 POSITION DESCRIPTION**

The general duties, responsibilities, and authority of every position shall be outlined in writing, and a copy shall be given to each employee for his/her/their position of employment. Every new employee shall review his/her/their job description and indicate to his/her/their Supervisor that he/she/they understand(s) and is aware of the responsibilities and performance expected of him/her/them as outlined in the job description, recognizing it is subject to change.

#### **4.7 MAINTENANCE AND REVIEW**

The City Administrator will periodically review position descriptions with the appropriate Department Heads for possible revision. The City Administrator shall review the proposed changes with the Mayor before implementation.

#### **4.8 REHIRING OF FORMER EMPLOYEES**

The City wants to ensure that job applicants ultimately hired are those best qualified for the position. Specific offers or promises of employment/re-hiring must not be made to ex-employees by any supervisory personnel. Accountability for making formal offers of re-employment is vested only in the City Administrator. The exception to this policy is for hiring department personnel under the statutory purview of the Police and Fire Commission.

#### **4.9 EMPLOYMENT CATEGORIES**

Each employee belongs to one of the following employment categories:

**Full-time** employees are regularly scheduled to work an average of between 35 and 40 hours per week, depending upon the department.

**Part-time** employees are regularly scheduled to work less than 35 hours per week, depending on the department.

**Seasonal/Temporary** employees are those employees who are hired for a specific period.

## **5.0 ATTENDANCE AND TIME OFF**

### **5.1 WORK WEEK/HOURS**

The work week for full-time employees is between 35 and 40 hours per week. Variations to an employee's schedule may occur depending on the department, workload, or job responsibility. Changes to the schedule require the notification/approval of the Department Head/Supervisor. Time and one-half will be paid for all non-exempt employees' hours worked over 40 in a work week. Paid holidays will be treated as hours worked for overtime calculation purposes. Paid vacation and paid sick leave will not be treated as hours worked for overtime calculation purposes. The work week is currently designated as Monday through Sunday. The exception to this policy is for departments with collective bargaining agreements. Departments with collective bargaining agreements shall follow the rules of the agreements.

### **5.2 REPLACEMENT TIME AND OVERTIME - SUPERVISORS**

The City does not recognize compensatory time and/or overtime for exempt City personnel. The City Administrator may grant replacement time off for exempt Supervisors when events require time on the job outside of normal working hours.

### **5.3 REST PERIOD**

Employees generally receive one 15-minute rest period during each four hours of consecutive work time, as designated and approved by the Supervisor. Rest periods should not be used to report late, leave early, or extend an employee's meal period.

### **5.4 ATTENDANCE-PUNCTUALITY**

Any employee who finds he/she/they will be unable to report to work on time or for a full day must inform his/her/their immediate Supervisor at the earliest opportunity. Employees who fail to do so may not be allowed to substitute paid sick or vacation time for missed time.

Good and sufficient reason must be provided for any tardiness or absence. Absence without proper notification and approval may be considered adequate cause for disciplinary action, up to and including termination of employment.

### **5.5 JURY DUTY**

All employees shall immediately inform their Supervisor when a legally served summons or subpoena for jury duty is received. Should an employee be excused from the court during the regular work day, they will be expected to report to his/her/their usual work location.

The pay of a full-time employee appearing in court will continue at his/her/their regular rate. All reimbursements received as a juror shall be turned over to the City to be credited against an employee's regular salary.

Payment by the court to the employee for travel expenses at the prevailing rate may be retained by the employee.

When a part-time employee is scheduled for jury duty, his/her/their work hours will be scheduled by the supervisor to accommodate staffing. Part-time employees will not be compensated for hours



not worked due to jury duty. The time may be made up by working a different schedule if approved by the supervisor.

## **5.6 LEAVE OF ABSENCE**

Leaves of Absence shall be granted with all applicable Federal and State requirements for medical, family, and military/military family reasons. In addition, a personal leave of absence without pay or benefits may be granted by the Mayor and City Administrator, with final approval by the City Council — for a maximum of thirty (30) days — upon written request, preferably made at least thirty (30) days before requested leave commencement.

## **5.7 MILITARY LEAVE**

A military leave of absence will be granted to any employee who volunteers or is called to active duty in any armed forces branch. The employee must provide their Department Head with written notice as soon as possible. Employees are encouraged to give at least a thirty (30) day notice when it is feasible. The employee's re-employment rights will be governed by federal and state law. Under federal law, military family leave is also granted to individuals with qualifying relationships with military service members.

## **5.8 HOLIDAYS**

Full-time employees receive the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Day after Thanksgiving Day
Christmas Eve Day	December 24
Christmas Day	December 25

Non-exempt employees will be paid time and one-half for all hours worked on the actual holidays listed above. Overtime pay will be in addition to the holiday pay.

If a paid holiday falls on Saturday, the preceding Friday shall normally be the recognized holiday. If a holiday falls on Sunday, the following Monday shall normally be the recognized holiday. If a holiday occurs during a vacation, it will not be counted as part of the vacation allowance.

In addition, five (5) personal days will be scheduled as if vacation days. Use of personal days requires prior approval by the employee's Supervisor. Personal days must be taken in the year in which they earned. There shall be no payout for personal days that are not taken. A personal day constitutes an employee's normal shift. Employees must take their personal days as their entire shift and may not break them into smaller time periods.

Effective January 22, 2024, all employees (not covered by collective bargaining agreements) will receive five (5) personal days after completing six months of employment.

## 5.9 VACATION

For full-time employees, paid vacation is accrued on the following basis and accrued upon completion of a two-week pay period. Exception: Paid vacation is not accrued on the third pay period during the two months that have three pay periods.

	35 hours/week pay period accrual	37.5 hours/week pay period accrual	40 hours/week pay period accrual
During Years 1 – 5	4.5	5	6
During Years 6 – 10	6	6.5	7.5
During Years 11 - 15	7	7.5	8.5
During Years 16 and after	8	8.5	10

Full-time Fire Department Battalion Chiefs, paid vacation is accrued on the following basis and accrued upon completion of a two-week pay period. Exception: Paid vacation is not accrued on the third pay period during the two months that have three pay periods.

Years	Hours per Pay Period
1 <sup>st</sup> year	3
2 <sup>nd</sup> – 6 <sup>th</sup>	7
7 <sup>th</sup> – 9 <sup>th</sup>	9
10 <sup>th</sup> – 12 <sup>th</sup>	11
13 <sup>th</sup> – 15 <sup>th</sup>	12
16 <sup>th</sup> – 19 <sup>th</sup>	13
20 <sup>th</sup> and after	14

Full-time employees hired after January 22, 2024, shall receive an initial deposit of forty (40) hours of vacation.

Permission to take vacation shall be submitted electronically and approved by the Department Head or designee. Annual leave shall be scheduled in such a manner as to cause minimum interference with City operations.

Vacation time is accrued from the time employment begins but should not be used until the employee completes his/her/their training period. Employees may accrue up to a maximum of 24 pay periods of their annual accrual amount plus the equivalent of one scheduled work week. Once the employee has reached the maximum accrual, the employee must use vacation time before any additional accruals occur. Holidays falling in a vacation period are not counted as part of the vacation allowance.

Employees may receive pay for unused vacation at the rate of a maximum of one week annually at the employee's base rate of pay including longevity (if applicable). Employees shall receive a pay out of all accrued, but unused vacation upon termination of their employment.

## 5.10 SICK LEAVE

Sick leave with pay is provided to all full-time employees.

A sick leave request by the employee must be submitted as soon as the employee returns to work.

Sick leave per pay period is accrued at the rate of 3.5 hours per pay period for 35 hour per week employees, 3.75 hours per pay period for 37.5 hours or 4 hours per pay period for 40 hour per week employees, per calendar month of employment, to a maximum total accumulation of 960 hours for 8-hour employees, 900 hours for 7.5 hours or 840 hours for 7-hour employees.

Employees who have accumulated the maximum amount of sick leave accrual currently receive an incentive payout for any sick leave earned in a year but not used above the maximum as follows.

Number of Years of Service Completed	% Payout Incentive
11 - 15	25
16 - 19	30
20 and above	35

Employees eligible for a Refirement Health Savings (RHS) account will have the amount paid into their RHS account.

The first day an employee or a Department Head is out for an illness, he/she/they must call and so inform their immediate Supervisor or the City Administrator regarding the anticipated length of absence, if possible. Failure to report will typically result in that day being charged against vacation time or unpaid time. Any employee or Department Head found to have abused their sick leave privileges is subject to discipline up to and including termination of employment.

The City retains the right to require verification of employee illness at any time.

Sick leave may be taken for an employee's immediate family for medical or dental appointments and on the day of surgery. Absences due to illness or injury in the employee's family other than those stated above may be charged to vacation time — if approved by the employee's Department Head — unless required otherwise by law or regulation. The City retains the right to request verification of the family illness. Employees should try to avoid scheduling medical and dental appointments during working hours.

Seventy-five percent (75%) of an employee's unused sick leave on the day of retirement from City service (retirement is defined as eligible to receive Wisconsin Refirement System (WRS) benefits) will be paid into the designated RHS account, if applicable. The maximum payout under this section shall be 75% of nine hundred sixty (960) hours for 40-hour per week employees or 75% of nine hundred (900) hours for 37.5-hour per week employees or 75% of eight hundred forty (840) hours for 35-hour per week employees.

There shall be no other payout of accrued but unused sick leave.

## **5.11 FAMILY AND MEDICAL LEAVE**

The City recognizes that employees may need extended leave to care for themselves or family members. The City follows the regulations for Wisconsin and Federal Family and Medical leave.

All regular non-bargaining full-time employees are eligible to receive six (6) weeks paid leave (pro-rated for employees under one (1) year of service) per Qualifying Event (limited to once per rolling 12-month period) for Parental Leave on/after January 1, 2024.

## Parental Leave

- Parental leave following the birth of an employee's child or the placement of a child with an employee in connection with adoption. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or newly adopted child. In no case will an employee receive more than one event of paid parental leave in a rolling 12-month period. Parental leave may be used intermittently within 16 weeks of birth. Leave time used after the 16<sup>th</sup> week must be used in one continuous block. Parental leave must be taken within one (1) year of the birth or placement. If both parents are eligible employees, each will be able to utilize paid parental leave.

All other types of leave allowed by the Wisconsin and Federal Family and Medical leave laws shall follow statutory guidelines.

### **5.12 FUNERAL LEAVE**

Full-time employees receive paid time off to a maximum of:

**Five** (5) consecutive work days to make arrangements for or attend the funeral of the employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren (or equivalent by marriage), step-children, brother-in-law, sister-in-law, grandparent of employee or employee's spouse, aunt, uncle, niece, nephew, or first cousin of employee or employee's spouse or to act as a pallbearer.

### **5.13 LACTATION BREAKS**

The City will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their infant child in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided. If it cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The City will make reasonable efforts to provide employees with a lockable room or location other than a toilet stall to express milk privately. The lockable room or location offers an electrical outlet, chair, and room for storage of expressed milk and coolers. This location may be the employee's private office, if applicable. The City may be unable to provide additional break time if doing so would seriously disrupt the City's operations, subject to applicable law. Please consult the City Administrator with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

## **6.0 EMPLOYEE BENEFITS**

### **6.1 HEALTH AND DENTAL INSURANCE**

Full-time employees and their dependents are eligible for coverage under the City's group hospital and dental insurance plans. Full-time employees are eligible for coverage on the 1<sup>st</sup> of the

month following the first thirty (30) calendar days of employment or the beginning of the calendar month following the end of the thirty (30)-day waiting period, whichever is later.

Please note: Insurance only enrolls on the 1<sup>st</sup> of the month unless a qualifying life-changing event occurs.

### **Types of Qualifying Life Events**

- *Loss of health coverage:* Employees may qualify for a special insurance enrollment if a member of your household loses their existing coverage. Loss of coverage events may include:
  - Losing a job and employer-sponsored insurance
  - Losing eligibility for Medicare, Medicaid, or the Children's Health Insurance Program (CHIP)
  - Turning 26 and losing coverage from a parent's health plan
- *Household changes:* Household changes involve a circumstance in which one or more members of your immediate household become eligible—or lose eligibility—for coverage under an existing plan. These may include, but are not limited to:
  - Getting married
  - Getting divorced
  - Having a baby or adopting a child
  - Experiencing a death of the primary policyholder in the family

On an annual basis, the City shall notify employees of the details of the health and dental insurance plans. The City retains the right to change insurance carriers, plan design, and coverage levels.

Insurance Continuation: Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 (CORBA) and subsequent amendments to the Act, employees covered under an employer's group health care plan are eligible for continuation of health care coverage under the group plan upon the employee's termination (except for gross misconduct) or reduction in hours. COBRA regulations also allow the employee's spouse and covered dependents to elect continuation coverage upon the employee's death, divorce or legal separation, an employee's entitlement to Medicare, a dependent's loss of dependent status under family coverage, or the employer's filing of a bankruptcy proceeding.

All employees and their qualified dependents will receive notice of mandated insurance continuation benefits at the time of hire or whenever the plan coverage for the employee begins. If a qualifying event occurs that entitles the employee and/or qualified dependents to continuation coverage, the plan administrator will notify the qualified beneficiaries of their right to elect continuation coverage. Unless otherwise agreed, continued participation is solely at the participant's expense.

In addition to your right to insurance continuation, there may be other coverage options for you and your family under the Affordable Care Act (ACA). Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Health Insurance "Exchange" or "Marketplace." Additionally, you may be eligible for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees.

The COBRA section of the Employee Medical and Dental Benefits Plan handbook provides additional information regarding the continuation of health and dental insurance.

## **6.2 HEALTH AND DENTAL INSURANCE – RETIREES**

Employees retiring before age 65, or as defined by WRS, or prior to age 55 for protective service employees in the fire and police departments, and employees forced to terminate employment because of permanent disability (as defined by WRS) currently are allowed to participate in a City-provided health care program as designated by the City and as that program may be changed anytime by the City at its discretion. To participate, all of the following conditions must be met:

- 1) Employees shall have attained 10 years of continuous service with the City of Menomonie or received a medical disability retirement as defined by WRS.
- 2) Employees shall be responsible for paying the required premium, including COBRA premiums, in advance by the 15th of the month prior to the month the premium covers.
- 3) The employee is not eligible for participation in any other group insurance program offered by another employer.
- 4) The employee is receiving an annuity (including a lump sum or disability) from the Wisconsin Retirement System, and the annuity must begin within 30 days after employment with the City of Menomonie ends.
- 5) The employee elects to participate at the time of the employee's retirement or disability as set forth above.

Retired City employees, if eligible for Medicare, shall not be allowed to stay in the City's group health or dental insurance plan.

## **7.0 EMPLOYEE TRUST FUND BENEFITS**

### **7.1 LIFE INSURANCE**

All full-time and part-time employees whose jobs qualify them for coverage are covered by a State of Wisconsin group life insurance policy based on annual WRS wages or salary. The City currently fully pays the basic coverage premiums, and employees are eligible for coverage upon completion of 30 days of participation in the WRS as outlined in the "State of Wisconsin Group Life Insurance Policy Manual."



## **7.2 LIFE INSURANCE-RETIREES**

Employees who retire from City service will be allowed coverage as outlined in the "State of Wisconsin Group Life Insurance Policy Manual."

## **7.3 RETIREMENT PLAN**

Effective on the date of hire or qualifying event, all qualifying employees will be enrolled in the Wisconsin Retirement System and shall be responsible for paying the employee-required contributions.

## **7.4 INCOME CONTINUATION**

All full-time and part-time employees whose job qualifies them for coverage are covered by the State of Wisconsin income continuation policy based on annual WRS wages or salary. Basic coverage premium payments are fully paid by the City, and employees are eligible for coverage when enrolled in WRS, as outlined in the "State of Wisconsin Income Continuation Insurance Policy Manual."

# **8.0 COMPENSATION**

## **8.1 PAYROLL PERIOD**

The workweek is currently designated as Monday through Sunday. Every non-exempt employee must fill out a timesheet approved by their immediate Supervisor for submission to the City Treasurer's office. The pay date for each pay period is currently on the second Thursday following completion of the pay period. The payroll period is every two weeks.

## **8.2 DIRECT DEPOSIT**

City payroll is distributed by direct deposit.

## **8.3 DATA CHANGES**

All employees must notify the Payroll/HR Specialist of any changes in their name, home address, telephone number(s), contact email, marital status, name or number of dependents, number of tax exemptions, insurance classification, or individuals to be contacted in an emergency. This information is necessary as it may affect compensation, dependents' eligibility for medical insurance, and other important matters.

## **8.4 PAYROLL DEDUCTIONS**

Mandatory deductions from paychecks will include federal, state, and social security (FICA) taxes and other required deductions.

Voluntary deductions will be made upon the employee's written request if they can be done with administrative ease. Examples of voluntary deductions include AFLAC, association fees, income continuation insurance, life insurance, and deferred annuity contributions.

Deductions from Pay for Employees: If an employee has any questions or concerns about their salaried status or the employee believes that any deduction has been made from their pay that is

inconsistent with their salaried status, the employee should immediately raise the matter with the Payroll/HR Specialist and the City Administrator, submitting their concern in writing.

The City is committed to investigating and resolving all wage and hour complaints as promptly but also as accurately as possible. Consistent with the U.S. Department of Labor's policy, any complaint will be resolved within a reasonable time, given all the facts and circumstances. Suppose an investigation reveals that you were subjected to an improper deduction from pay. In that case, you will be reimbursed and the City will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

## **8.5 LONGEVITY**

Longevity pay will not be paid to any employee hired on or after January 1, 2012.

# **9.0 EMPLOYEE TRAINING**

## **9.1 ATTENDANCE**

The City values the professional development of employees and Department Heads. Professional development is achieved through attending schools, seminars, meetings, networking events, and other activities. Employees seeking to attend training shall request approval from their Department Heads. Department Heads will determine if the request is appropriate and within their department's budget before approving. Department Heads seeking to attend training shall request approval from the City Administrator. The City Administrator will determine if the Department Head's request is appropriate and within the department's budget before approving.

Attendance requests must be in a prescribed format.

## **9.2 EXPENSE REIMBURSEMENT**

### Mileage:

Mileage to and from an approved schooling/training program will be submitted on the prescribed form and reimbursed per the current Internal Revenue Service standard mileage rate.

Those employees who receive a car allowance or use their private vehicle for City functions will receive a mileage reimbursement when authorized to travel outside the City per Section 9.3 (Use of City Vehicles). Travel approval and mileage reimbursement will be pre-approved through the City Administrator's office before the expense is incurred.

### Public Transportation:

Employees traveling to out-of-town destinations by public carrier pre-approved by the City Administrator or his/her/their designee will be reimbursed for travel costs at the economy class rate. Taxi or limousine fares incurred in reaching accommodations will normally be reimbursed. All reimbursement requests must be accompanied by a receipt on the prescribed form.

### Registration Fees:

Registration fees will be paid for employees to attend seminars, classes, meetings, conferences, training sessions, and other such functions with the prior approval of the City Administrator or his/her/their designee and within budget guidelines.

Other Expenses:

Hotel/motel accommodations pre-approved by the City Administrator or his/her/their designee will be reimbursed at their actual amount with a written receipt. Food and miscellaneous will be allocated at the per diem rate established by the United States General Services Administration for the current fiscal year for the State of Wisconsin.

All reimbursement requests must be on the prescribed City form and approved by the City Administrator or his/her/their designee. No cash advances for mileage, meals, public transportation, or other reimbursable expenses will be allowed unless approved by the City Administrator. Registration fees and lodging should follow established internal controls for purchasing.

### **9.3 USE OF CITY VEHICLES**

Unless otherwise authorized, all employees are expected to utilize City automobiles or vehicles for trips while conducting City affairs. If that is not possible, permission from an employee's immediate Supervisor must be secured before using one's personal vehicle. Use of one's personal vehicle on City business for trips out of the City must be approved by the Department Head or the City Administrator.

An employee who must use his/her/their private personal vehicle for City of Menomonie use will be compensated at the current U.S. Internal Revenue Service rate. The employee shall provide the City Administrator proof of car insurance prior to using a private vehicle for City of Menomonie use.

The use of City vehicles for personal use is prohibited unless approved by the City Administrator. City vehicles and/or equipment shall not be used for the personal benefit of any employee or organization. Furthermore, family members, friends, citizens, or any other individuals shall not ride in City vehicles unless approved by the City Administrator.

City vehicles and equipment shall not be used for any purpose other than municipal unless authorized by the City Administrator.

Individuals personally using a City vehicle will be required to keep a daily log, which will be turned in monthly to the City Administration for review and approval. The personal mileage will then be forwarded to the payroll department for monthly inclusion in the employee's compensation at the current effective federal rate.

The operators of City vehicles are responsible for routine maintenance, including checking gas and oil levels, tire pressure, cleaning windows, and similar items. If maintenance problems are experienced, they are to be promptly reported to the responsible Department Head. All operators are responsible for any and all violations of the law during the operation of the City vehicle.

All drivers of City vehicles must have a valid driver's license and must be City employees, elected officials, official volunteers, or others as authorized by the City Administrator.

Negligence in the operation of City vehicles will not be tolerated and employees shall not abuse City vehicles. The driver shall write up defects and secure needed repairs. Regular vehicle inspections as determined by each department must be followed.

Compliance with all state laws relating to speed, safe vehicle operation, and the utilization of all factory-supplied safety equipment is required. If an employee receives a traffic citation while

driving a City vehicle, the employee shall be personally responsible for paying all costs associated with it and may also be subject to disciplinary action, up to and including termination. If an employee receives a traffic citation while driving a City vehicle, the employee is to notify his/her/their Supervisor as soon as practicable.

The City Administrator may establish procedures necessary for implementing and enforcing this policy. Violations of this policy are subject to disciplinary action.

## **9.4 PERSONNEL RECORDS**

A personnel file will be maintained by the Payroll/HR Specialist for payroll and benefit information, and other personnel file documents will be maintained by the employee's Department Head or City Administration for every employee. These files will contain records relevant to the employee's position with the City. State laws govern what records are open to employees and public inspection and will be adhered to by the City.

Employees may request to review their personnel file. Once a request is made, arrangements will be made for the employee to review their file within seven (7) working days.

If an employee disagrees with any information in his/her/their file, he/she/they may ask that the information be removed or corrected. Suppose a mutual agreement is not reached on the removal or correction. In that case, the employee may submit a written statement explaining the employee's position, which will be attached to the disputed portion of the file.

# **10.0 SEPARATION**

## **10.1 REDUCTION IN FORCE/LAYOFF**

The City retains the right to lay off employees, in whole or in part, and to retain and recall those employees who are most qualified to perform the available work, regardless of their previous length of employment.

Employees who are laid off due to a reduction in force should be given at least two weeks' written notice.

## **10.2 RESIGNATION**

If an employee voluntarily decides to leave the City of Menomonie, the employee's Department Head should conduct an exit interview.

A written resignation notice of one month is requested for Exempt positions. A two-week notice is required of other employees. Failure to provide the required notice will result in loss of accumulated vacation benefits. Upon any separation from City employment, compensation and benefits earned and accrued will be credited to the employee according to law and outlined in this Handbook. Employees may not use vacation during the notice period unless approved by the City Administrator or their Department Head. The last day worked will be considered the last day of employment. The City reserves the right to determine the last day of employment.

## 11.0 DISCIPLINE AND WORK RULES

### 11.1 POLICY

Disciplinary action against employees may be taken for violations of standards of conduct, violations of policies and procedures, or for unsatisfactory work performance. At Employer's sole discretion, various types of employee discipline or corrective action may be imposed which include, but are not limited to, the following: verbal warning, written warning, suspension or termination. None of these disciplinary measures are required to be used before termination from employment occurs nor are the listed disciplinary actions required to be used in any specific order. Employees who violate Employer's policies and procedures or who have unsatisfactory work performance are subject to disciplinary action, up to and including discharge from employment.

City employees are expected to work in a competent and conscientious manner which reflects favorably upon the employee and Employer. Instances may occur when an employee has exhibited questionable behavior and corrective action is necessary. The following is a list of examples of behavior which would normally justify corrective action.

- a. Fraud in securing employment
- b. Incompetency
- c. Inefficiency
- d. Unauthorized absences
- e. Repeated absence or tardiness or improper use of leave
- f. Neglect of duty
- g. Insubordination or willful misconduct
- h. Dishonesty including failure to provide accurate and complete information when requested by an authorized person.
- i. Assuming duties while under the influence of controlled substances or intoxicants; or possession of use of intoxicants or controlled substances during working hours.
- j. Conviction of a felony or misdemeanor, the circumstances of which are substantially related to the duties performed.
- k. Negligence or willful damage to property
- l. Discourteous treatment of the public or fellow employees
- m. Failure to obtain and maintain a current license or certification as required by law or employer.

- n. Failure to maintain effective working relationships with other employees or the public.
- o. Sexual or other unlawful harassment, discrimination or retaliation
- p. Workplace violence including using threatening or abusive language towards others.
- q. Unlawful possession of weapons
- r. Failure to comply with health and safety rules and regulations
- s. Unauthorized entry or use of facilities and property
- t. Violation of any lawful order, directive, policy, or work rule

The offenses listed above are not intended to be all-inclusive, and discipline, including termination, may occur for any other reason depending upon the seriousness of the offense, the particular facts and circumstances surrounding the incident(s), and the employee's record of prior disciplinary actions.

At the City's sole discretion, various types of employee discipline may be imposed which include, but are not limited to, the following: suspension, demotion, or termination. Verbal and written warnings and/or reprimands may also be issued in order to correct deficient conduct. None of these disciplinary measures are required to be used before termination from employment occurs nor are the listed disciplinary actions required to be used in any specific order. The City may repeat disciplinary action. The City also reserves the right to determine what level of discipline will be applied or to proceed directly to termination. In no case will discipline be overturned solely because administration deviated from the procedure outlined above.

## 11.2 DISCIPLINARY NOTICE

When disciplinary action is taken, the employee must receive a written notice. An example of a notice of suspension is:

Dear \_\_\_\_\_ :

I am, by this letter, suspending you from work for a period of \_\_\_\_\_ working days, without pay, as disciplinary action, commencing \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_.

On \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, at about \_\_\_\_\_ .m., you [paragraph here describing misconduct in detail].

I am imposing a disciplinary suspension of \_\_\_\_\_ (\_\_\_\_) working days, commencing \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_.

You will report back for work on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ .m., your regular starting time. I expect you will take this opportunity to correct your improper conduct in the future, fully meet the duties and responsibilities required of you and observe all the rules and procedures of your job. If you fail to do so, you will subject yourself to further disciplinary action, including termination of your employment with the City of Menomonie.



Signature Block

I ACKNOWLEDGE RECEIPT OF THE FOREGOING LETTER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee

The original copy of the disciplinary notice must be given to the employee or mailed to the employee by Certified Mail with Return Receipt Requested.

A copy of the written notice must be filed within forty-eight (48) hours with the City Administration, i.e. the City Administrator or Mayor, and placed in the employee's personnel file.

## 12.0 COMPLAINTS, GRIEVANCES AND APPEALS

### 12.1 EMPLOYEE COMPLAINT PROCEDURE (FOR ISSUES OTHER THAN DISCIPLINE, TERMINATION & WORKPLACE SAFETY)

It is the City's policy to deal promptly and fairly with employee complaints. The complaint procedure is established to alert the City to the reasons for employee complaints and to provide an effective means of resolving them. The procedure is as follows:

**Step 1.** An employee having a complaint shall discuss and attempt to resolve the matter with the immediate Supervisor. In the event of a complaint over a work assignment, the employee should perform the assigned task and then discuss the problem with the Supervisor.

**Step 2.** If the complaint is not settled by discussion, the employee may submit a written complaint to the Department Head who shall discuss and attempt to settle the complaint. The Department Head shall issue a written decision within five working days to the employee with a copy to the Supervisor.

**Step 3.** If the complaint has not been resolved by discussion with the Department Head, the employee may appeal in writing to the City Administrator with a copy of the appeal to the Department Head. The City Administrator shall meet with the involved parties and issue a written decision to the employee within five working days with a copy to the Department Head.

**Step 4.** If the complaint has not been resolved by the actions of the City Administrator, the employee may appeal in writing to the City Council, which may refer the matter to a designated grievance committee. The Council/committee shall meet with the employee, the City Administrator, and the Department Head and attempt to settle the complaint. The Council/committee shall normally issue a written decision within 30 days which shall be final.

If the employee does not proceed on to the next step in the grievance procedure within five working days of receiving notification of the decision on any given step, it will be assumed that the complaint is resolved.

**Department Head Use of Procedure:** Department Heads may use the complaint procedure with the following modifications:

**Step 1.** Discussion between Department Head and City Administrator.

**Step 2.** Written complaint is submitted to Mayor (copy to City Administrator), who will meet with the City Administrator and Department Head.

**Step 3.** Department Head may appeal to City Council (copies to Mayor and City Administrator).

## **12.2 GRIEVANCE PROCEDURE (FOR ISSUES CONCERNING DISCIPLINE, TERMINATION & WORKPLACE SAFETY)**

It is the policy of the City of Menomonie to provide a timely and orderly review of decisions, as required by Wis. Stat. § 66.0509, concerning: a) employee terminations; b) employee discipline; and c) workplace safety.

### **I. Purpose and Applicability**

This procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer and to appeal to the City Council, where appropriate. The City expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the Grievance Procedure.

If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable.

This procedure does not replace or supersede any statutory provision which may be applicable to an employee's employment with the City. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or Wisconsin Statute, or subject to a different dispute resolution process, is excluded from this grievance procedure.

This Grievance Procedure does not create a legally binding contract or a contract of employment.

### **II. Definitions**

**Definition of "Discipline":** For purposes of this procedure, "discipline" means an employment action that results in disciplinary suspension or disciplinary demotion/reduction in rank. "Discipline" does not include any written or verbal notices, warnings, reprimands, or reminders; verbal discipline will be documented, but not subject to the grievance procedure. The purpose of written and verbal notices, warnings, reprimands, or reminders is to alert the employee that failure to correct the behavior *may result* in disciplinary suspension, termination, or disciplinary demotion/reduction in rank.

**Definition of "Termination":** For purposes of this procedure, "termination" means a separation from employment by the employer for disciplinary or performance reasons. "Termination" does not include layoff; furlough or reduction in workforce; reduction in hours; job transfer; reassignment; voluntary termination, including without limitation, resignation or retirement; job abandonment; or end of employment due to disability.

**Definition of "Employee" for Purposes of Discipline and Termination Grievances:** For purposes of the Procedure for Grievances Concerning Employees Terminations and Employee Discipline, "employee" includes all regular full-time and part-time employees. The term "employee" excludes employees during their first six months of employment, individuals hired on a limited term, temporary, casual, or seasonal basis; independent contractors; elected officials and any employee, official or officer that serves at the pleasure of an appointing authority, as provided by Wisconsin Statutes.

**Definition of "Workplace Safety":** For purposes of this procedure, "workplace safety" includes, but is not limited to, any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. "Workplace Safety" does not include conditions of employment not directly related to physical health and safety matters, including, but not limited to, hours, overtime, assignments, and work schedules.

**Definition of "Employee" for Purposes of Workplace Safety Grievances:** For purposes of the Procedure for Grievances Concerning Workplace Safety, "employee" shall include all regular full-time and part-time employees, elected officials; and, individuals hired on a limited term, temporary, casual, or seasonal basis. The term "employee" excludes independent contractors.

### **III. General Provisions:**

**Role and Appointment of "Impartial Hearing Officer":** For purposes of this policy, the role of the "Impartial Hearing Officer" will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties' respective arguments.

The Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. The Hearing Officer shall apply relaxed standards for the admission of evidence and may allow or request oral or written arguments and replies.

The Impartial Hearing Officer shall be selected by Administration based on the nature of the matter in dispute.

**Costs:** The employee shall pay a fifty-dollar (\$50.00) filing fee when requesting the service of an Impartial Hearing Officer who is selected by, and paid for by, the employer. In the event the employee would prefer to have a WERC staff member serve as Impartial Hearing Officer, they shall share in the cost of said Impartial Hearing Officer (currently \$400 to each party). Each party shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney's fees, in investigating, preparing, presenting, or defending a grievance.

**Time Limits:** The term "days" as used in this provision means calendar days, excluding paid holidays as defined in the Employee Handbook. The employer and grievant may mutually agree to extend time limits, in writing. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday or paid holiday, the time limit is the next day which is not a Saturday, Sunday or paid holiday as defined in the Employee Handbook.

A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date.

The employer and grievant may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

If the grievance is not answered within the time limits, the grievant may proceed to the next available step within 7 days. Failure by the employer to submit or process a grievance within the specified time limits, or agreed upon extensions, shall constitute a waiver of the grievance and it will be considered resolved on the basis of the employer's last answer.

The Impartial Hearing Officer shall have no jurisdiction to address timeliness issues. Issues of timeliness shall be determined by the City Administrator.

**Scheduling:** Grievance meetings and hearings will typically be held during normal business hours. Time spent in grievance meetings and hearings outside the Grievant's regularly scheduled work hours shall not be considered as compensable work time.

**Representation:** The grievant shall have the right to representation during the Grievance Procedure at the Grievant's expense.

#### **IV. Procedure for Grievances Concerning Employee Terminations and Employee Discipline:**

**Step 1:** The grievance shall be reduced to writing by the employee who shall submit it to the employee's Department Head.

The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.

**Time Limit:** If the employee does not submit a written grievance within 10 days after the facts upon which the grievance is based first became known, or should have been known to the employee, the grievance will be deemed waived. The Department Head will reply in writing to the employee within 10 days after receipt of the written grievance.

**Step 2:** If the grievance is not settled in Step 1, and the employee wishes to appeal the decision, the employee shall submit the written grievance to City Administrator to request a hearing before an impartial hearing officer.

**Time Limit:** If the employee does not submit a written grievance to the City Administrator requesting a hearing before an impartial hearing officer within 7 days after receipt of the Department Head's decision, the grievance will be deemed waived. If timely requested, the hearing will normally be scheduled within 30 days of receipt of the request for hearing.

**Level of Review:** Unless specifically required by another statute or code, the Employee bears the burden of proof to persuade the Impartial Hearing Officer by clear and convincing and satisfactory evidence that the City's decision to discipline/terminate the employee did not have a rational basis. If the employee does not meet his, her or their burden, the Impartial Hearing Officer shall deny the grievance. The Impartial Hearing Officer may only consider evidence introduced at the hearing and the weight of that evidence. The Impartial Hearing Officer may not overturn the City's decision based upon his, her or their personal judgement or opinion regarding the matter.

At the conclusion of the hearing, the Hearing Officer shall render a written decision indicating the reasons for one of four decisions: 1) Sustaining the discipline/termination, 2) Modifying the discipline/termination, 3) Denying the discipline/ termination, or 4) Recommending additional investigation prior to final determination. In cases where the Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing may be scheduled, if necessary. The Hearing Officer shall render a written

decision to the employer and employee within 7 calendar days from the date of the hearing.

**Step 3:**

The employer or employee may appeal the decision of the Impartial Hearing Officer to the City Council. The decision of the governing body shall be final and binding upon the parties.

Time Limit: The employee or employer may request a hearing before the City Council by filing a request with the City Administrator within 7 days of receipt of the written decision of the Impartial Hearing Officer. The request must set forth in detail the reasons for the appeal. The non-appealing party shall have 14 days to submit a reply to the detailed request. Once the request for hearing and reply are received, a Council hearing date will normally be scheduled at the Council's next regularly scheduled meeting. If not timely submitted by the grievant, the grievance can no longer be addressed in the grievance procedure.

Level of Review: The City Council shall review the written decision of the Hearing Officer, the reasons for the appeal and the reply. The role of the City Council, in reviewing the decision of the Impartial Hearing Officer, is to solely address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of law which makes his/her/their award invalid?
4. Did the Impartial Hearing Officer make an error of fact which makes his/her/their award invalid?

After answering the above questions, the City Council will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Council will issue its written decision within sixty (60) days from receipt of the appeal.

**V. Procedure for Grievances Concerning Employee Workplace Safety:**

**Step 1:**

Any employee who personally identifies, or is given information about, a workplace safety issue or incident must notify his/her/their immediate Supervisor of the issue or incident, no matter how insignificant the situation may appear to be.

Time Limit: Any workplace safety incident or issue must be reported by an employee within 24 hours after the incident or issue was raised in order to be addressed as part of the grievance procedure.

**Step 2:**

A written report of the incident or issue, outlining the events that transpired and proposed resolution, if any, shall be submitted by the immediate Supervisor to the City Administrator for review and consideration within seven (7) days of the incident or issue being reported.



**Step 3:** The City Administrator can implement the proposed resolution or the City Administrator can contact the Director of Public Works, another individual, or a committee, including establishing an ad hoc committee, to further investigate the incident or issue and the proposed resolution and to draft a written report.

**Step 4:** After receipt of the written report, the City Administrator will conduct additional investigation if needed and/or as required and issue a final report on its findings and conclusions within thirty (30) days of receipt of the written report. Copies of the report will be given to the complaining person, the Director of Public Works, as well as the investigating body.

**Step 5:** The employee may appeal the findings and conclusions of the report and request the appointment of an Impartial Hearing Officer within seven (7) days after receipt of the report.

**Step 6:** If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating one of four outcomes: 1) Sustaining the conclusions of the report, 2) Denying the conclusions of the report and recommending additional or alternative remedial measures, 3) Modifying the conclusions of the report and recommending different remedial measures, or 4) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall normally be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

**Level of Review:** The City bears the burden of proving by a preponderance of the evidence that the condition identified by the employee does not constitute a Workplace Safety violation and that no corrective action is required. If the City does not meet its burden of proof, the Impartial Hearing Officer shall grant the grievance.

**Step 7:** The employee or employer may appeal the decision of the Impartial Hearing Officer by requesting a hearing before the City Council by filing a request with City Administrator within 14 days of receipt of the written decision of the Hearing Officer. The decision of the City Council shall be final and binding upon the parties including whether any additional, alternative, or different remedial measures will be implemented. The request must set forth in detail the reasons for the appeal. The non-appealing party shall have 14 days to submit a reply to the detailed request. Once the request for hearing and reply are received, a Council hearing date will be scheduled normally at the Council's next regularly scheduled meeting. If not timely submitted by the grievant, the grievance can no longer be addressed in the grievance procedure.

Level of Review: The City Council shall review the written decision of the Impartial Hearing Officer, the reasons for the appeal and the reply. The role of the City Council, in reviewing the decision of the Impartial Hearing Officer, is to solely address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of law which makes his/her/their award invalid?
4. Did the Impartial Hearing Officer make an error of fact which makes his/her/their award invalid?

After answering the above questions, the City Council will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Council will issue its written decision within sixty (60) days from receipt of the appeal.

## 13.0 EMPLOYEE ACKNOWLEDGEMENT

I, \_\_\_\_\_, acknowledge receipt of this Employee Handbook.

I understand that while the City of Menomonie believes in its policies and procedures, many of which are set out in this Handbook, they are not guaranteed conditions of employment, and the Handbook is simply a means to acquaint me with the City of Menomonie and its operations and provide guidance in regard to its policies.

I understand that by accepting employment with the City of Menomonie I am not being asked or required to provide anything in return beyond my services. I further understand that the Employee Handbook does not constitute a contract of employment, express or implied, between the City of Menomonie and myself and that no oral statements by Supervisors or management can alter this disclaimer or create a contract. Only the City Council has the authority to create an employment contract, and such contract must be in writing and signed by the Mayor to be valid. Subject to any applicable employment contract, statute, or collective bargaining agreement, I understand that unless otherwise required by a collective bargaining agreement, statute, or employment contract, my employment with the City of Menomonie is "at-will," not for any definite period of time, and may be terminated by myself or the City of Menomonie at any time and for any reason not prohibited by law.

I understand that the City of Menomonie reserves the right to modify, amend, or delete any provisions of the Employee Handbook at any time. I will receive copies of any such modifications, amendments, or deletions.

I understand that this Employee Handbook supersedes all previous manuals, handbooks, and personnel policies that I have received or have been advised of by the City of Menomonie. I also understand that any subsequent revisions to the provisions of this Handbook after I commence my employment will supersede those contained herein.

I further understand that nothing in this Handbook is intended to interfere with the rights of any employees to engage in or refrain from protected concerted activity (including lawful communications about wages, hours, and other terms and conditions of employment), either with co-workers or others, or any other rights provided under the National Labor Relations Act. To the extent that conduct is protected under the National Labor Relations Act, this Handbook does not prohibit or dissuade it.

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(Signature)

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

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**TO:** Mayor Knaack & City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** 2025-2029 Farm Lease Proposals  
**DATE:** December 16, 2024 City Council Meeting

The City owns approximately 199 acres of farm lands. These are generally areas that were purchased to support industrial development but have not yet been developed. In 2019, the City took proposals and signed 2020-2024 Farm Leases with the highest bidders.

City Staff, with mapping assistance from Cedar Corporation, solicited public proposals for 2025-2029 Farm Leases for four (4) separate areas (see attached map). Bidders could bid on one, two, three or all four areas. On December 11, a total of four bids were received, one for each area. See the attached bid tabulation.

City Staff recommends accepting the bid for each area. If City Council concurs, the appropriate motion would be ***Approve the 2025-2029 Farm Leases to Tim Taylor (Area A), Govin's Meats & Berries (Area B), Troy Behling (Area C) and Agri Shop Diversified Services (Area D), as presented*** (simple majority).

**Attachments:**

- Map
- Bid Tabulation

**Bid Tabulation**

**2025-2029 Farm Leases  
City of Menomonie, WI**

**December 11, 2024**

<b>Bidder</b>	<b>Area A</b>	<b>Area B</b>	<b>Area C</b>	<b>Area D</b>
Tim Taylor	\$75 per acre per year	<i>No bid</i>	<i>No bid</i>	<i>No bid</i>
Govin's Meats & Berries, LLC (John Govin)	<i>No bid</i>	\$55 per acre per year	<i>No bid</i>	<i>No bid</i>
Troy Behling	<i>No bid</i>	<i>No bid</i>	\$120 per acre per year	<i>No bid</i>
Agri Shop Diversified Services (Tony Govin)	<i>No bid</i>	<i>No bid</i>	<i>No bid</i>	\$76 per acre per year



**CITY OF MENOMONIE  
CROP RENTAL LAND**



**CROP LAND RENTAL  
199 ACRES**

**AREA A**

**AREA B**

**AREA C**

**AREA D**

SCALE:  
0 600 1200







**City of Menomonie**  
Dave Kowieski

Chief Building Inspector  
800 Wilson Avenue  
Menomonie, WI 54751  
715 232-2221 Ext.1009  
dkowieski@menomonie-wi.gov

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**TO:** Mayor Knaack and City Council  
**FROM:** Dave Kowieski, Chief Building Inspector  
**SUBJECT:** Building Inspection Fee Schedule  
**DATE:** December 16, 2024 City Council Meeting

In 2023, Title 9 Building Regulations was amended to relocate building permit fees from City Code to a separate fee schedule. This allows the fees to be more frequently updated. Prior to 2023, building permit fees had not been updated since 2007.

City Staff have reviewed the current fee schedule and recommend updating it effective January 1, 2025.

Proposed changes include:

1. Per square foot permit fees have increased by \$0.02 to \$0.06 per square foot to reflect our actual costs.
2. Most permit fees have been increased by \$10 to reflect our actual costs.
3. Commercial and multi-family residential electrical permit fees have been increased by \$25 to reflect our actual costs (Note: we contract with an outside firm for these plan reviews and inspections).
4. Clarified reinspection fees. The initial inspection and first reinspection will be included in the permit fee. If more than 1 reinspection is necessary, additional permit fees will be charged.
5. Plumbing plan review fees will be eliminated because we are not a delegated community for plumbing plan review.

I have attached proposed Resolution 2024-22 which includes the proposed fee schedule. I have also included a comparison between the existing and proposed fee schedules. If the City Council concurs, the appropriate motion would be **Approve Resolution 2024-22 regarding Building Inspection Department Permit Fee Schedule** (simple majority vote).



RESOLUTION NO. 2024 - 22

***BUILDING INSPECTION DEPARTMENT PERMIT FEE SCHEDULE***

WHEREAS, The City of Menomonie Building Inspection Department reviews plans and inspects building construction, additions, and alterations for compliance with Wisconsin Department of Safety and Professional Services Building Codes to protect the life, safety, and health of the general public; and,

WHEREAS, the costs of said plan reviews and inspections are passed on to the owner or contractor for said improvements in accordance with the Building Inspection Department Permit Fee Schedule; and,

WHEREAS, Title 1, Chapter 9, Section 5 of the City Code of the City of Menomonie empowers the City Council to review and amend the Building Inspection Department Permit Fee Schedule by resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby adopt the attached Building Inspection Department Permit Fee Schedule, effective January 1, 2025, and direct the City Clerk to keep a copy of this Resolution on file until such time as it has been superseded.

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



# Building Inspection Department Permit Fee Schedule

Effective: January 1, 2025

## A - Building and HVAC

<b>1. Residential - One-family, two-family or twin home dwelling:</b>	<b>Note</b>	<b>Permit Fee</b>
a. New one or two-family dwelling per square foot and garage	per square foot	\$ 0.25
b. New Twin home dwelling per square foot floor and garage	per square foot	\$ 0.25
c. Footing and foundation only		\$ 110.00
d. Residential remodel per square foot	per square foot	\$ 0.20
	Minimum	\$ 45.00
e. Residential addition per square foot	per square foot	\$ 0.25
	Minimum	\$ 85.00
f. Residential garage or accessory building (240sq ft or greater in size)		\$ 75.00
g. Residential deck – 6-feet by 6-feet or less		\$ 45.00
h. Residential deck – Greater than 6-feet by 6-feet		\$ 75.00
i. Residential exterior residing		\$ 45.00
j. Mobile Home: Installation on a site in licensed mobile home park; includes electrical, natural gas, water and sewer hookup, deck and steps		\$ 200.00
k. Residential plan examination 1-2 family dwelling		\$ 135.00
l. Residential plan examination 1-2 family addition/alteration/deck greater than 6x6		\$ 50.00
m. State permit Seal		\$ 36.00
<b>2. Commercial and multi-family dwelling of 3 or more units - New construction or a</b>	<b>Note</b>	<b>Permit Fee</b>
a. Footing and foundation only		\$ 120.00
b. Assembly: Group A	per square foot	\$ 0.20
c. Business: Group B	per square foot	\$ 0.18
d. Educational: Group E	per square foot	\$ 0.20
e. Factory: Group F	per square foot	\$ 0.18
f. High hazard: Group H	per square foot	\$ 0.30
g. Institutional: Group I	per square foot	\$ 0.26
h. Mercantile: Group M	per square foot	\$ 0.18
i. Residential: Group R	per square foot	\$ 0.28

j. Storage: Group S	per square foot	\$	0.20
k. Communication tower, collocate		\$	250.00
l. Communication tower, new \$500.00		\$	500.00
m. Group U: Tanks, silos and miscellaneous structures, up to \$10,000.00 in value		\$	75.00
n. Group U: Tanks, silos and miscellaneous structures, \$10,000.00 and above in value		\$	200.00
o. Commercial plan review without state approval		\$	310.00
p. Commercial plan review with state approval		\$	235.00
Note: For Communication equipment on City-owned Facilities, City will retain engineering firm at tenant cost			

**3. Commercial and multi-family dwelling of 3 or more units - Remodeling:**

	<u>Note</u>		<u>Permit Fee</u>
b. Assembly: Group A	per square foot	\$	0.10
c. Business: Group B	per square foot	\$	0.09
d. Educational: Group E	per square foot	\$	0.10
e. Factory: Group F	per square foot	\$	0.09
f. High hazard: Group H	per square foot	\$	0.15
g. Institutional: Group I	per square foot	\$	0.13
h. Mercantile: Group M	per square foot	\$	0.09
i. Residential: Group R	per square foot	\$	0.14
j. Storage: Group S	per square foot	\$	0.10
m. Group U: Tanks, silos and miscellaneous structures, up to \$10,000.00 in value		\$	37.50
n. Group U: Tanks, silos and miscellaneous structures, \$10,000.00 and above in value		\$	100.00
Note: For 3b through 3n, above	Minimum	\$	45.00

**4. Miscellaneous Building:**

	<u>Note</u>		<u>Permit Fee</u>
a. Swimming pool		\$	50.00
b. Signs	per square foot	\$	1.50
	Minimum	\$	45.00
c. Storage shed (64 to 239 square feet)		\$	60.00
d. Driveway, parking pad or sidewalk		\$	45.00
e. Commercial parking lot (not including storm water, grading and erosion control)		\$	75.00
f. Razing, residential, commercial or accessory building, without city utilities (sewer and/or water)		\$	45.00
g. Razing, residential, commercial or accessory building, with city utilities (sewer and/or water)		\$	200.00
h. Moving buildings, other than accessory building under 14 feet in height		\$	500.00
i. Moving accessory building under 14 feet in height		\$	250.00
j. Temporary occupancy permit		\$	100.00
k. Reinspection fees (after initial and first follow up)		\$	45.00
l. Site inspection consultation		\$	50.00
m. Certificate of zoning		\$	45.00

n. Gas piping alteration		\$	50.00
o. Temporary LP Tank and temporary heating equipment		\$	45.00
p. Right-of-way Permit	per lineal foot	\$	0.25
	Base	\$	85.00
q. Storm Water Management	per acre	\$	50.00
	Minimum	\$	350.00
r. Grading and Erosion Control		\$	175.00

## B - Mechanical

<b>1. Residential One-family, two-family or twin home dwelling:</b>	<b><u>Note</u></b>	<b><u>Permit Fee</u></b>
a. New one-family dwelling		\$ 110.00
b. New two-family or twin home dwelling		\$ 220.00
c. One-family, two-family dwelling or twin home, remodel		\$ 45.00
d. Heating, ventilating, air conditioning (HVAC) appliance replacement or new installation	per appliance	\$ 45.00
e. Reinspection fees (after initial and first follow up)		\$ 45.00
<b>2. Commercial and Multi Family dwellings of 3 or more units:</b>	<b><u>Note</u></b>	<b><u>Permit Fee</u></b>
a. New construction or addition, without state approval		\$ 110.00
b. New construction or addition, with state approval		\$ 220.00
c. New multi-family dwelling with individual heating, ventilation, air conditioning (HVAC) systems, new or replacement	per dwelling	\$ 75.00
d. Heating, ventilating, air conditioning (HVAC) appliance replacement or new installation in existing building	per appliance	\$ 45.00
e. New heating, ventilating, air conditioning (HVAC) system in existing building		\$ 100.00
f. Remodel or alteration of heating, ventilating, air conditioning (HVAC) systems		\$ 45.00
g. Class I grease hood		\$ 135.00
h. Plan Review with State Approval		\$ 50.00
i. Plan Review without State Approval		\$ 125.00
j. Reinspection fees (after initial and first follow up)		\$ 45.00

## C - Electrical

<b>1. Residential - One-family, two-family or twin home dwelling:</b>	<b><u>Note</u></b>	<b><u>Permit Fee</u></b>
a. One-family, two-family or twin home dwelling, remodel and addition		\$ 45.00
b. One-family, two-family or twin home dwelling, service change		\$ 85.00
c. New one-family dwelling		\$ 120.00
d. New two-family or twin home dwelling		\$ 240.00
e. New non-multi-family residential garage or accessory building		\$ 45.00
f. Temporary service		\$ 85.00
g. Reinspection fees (after initial and first follow up)		\$ 45.00

<b>2. Commercial or multi-family dwellings of 3 or more units:</b>	<b><u>Note</u></b>	<b><u>Permit Fee</u></b>
a. New commercial		\$ 250.00
b. Commercial remodel of less than 1,000 square feet		\$ 60.00
c. Commercial addition of less than 1,000 square feet		\$ 100.00
d. Commercial remodel of 1,000 square feet or more		\$ 125.00
e. Commercial addition of 1,000 square feet or more		\$ 250.00
f. Commercial service change		\$ 150.00
g. Temporary service		\$ 100.00
h. New multi-family dwelling of 3 units or more	per unit	\$ 100.00
i. Multi-family dwelling of 3 or more units, remodel	per unit	\$ 65.00
j. Multi-family dwelling of 3 or more units, addition	per unit	\$ 100.00
k. Multi-family residential garage or accessory building		\$ 175.00
l. New fire alarm		\$ 200.00
m. Alteration of fire alarm		\$ 100.00
n. Plan review for residential or commercial PV system		\$ 75.00
o. Reinspection fees (after initial and first follow up)		\$ 100.00

## **D - Plumbing**

<b>1. Residential - One-family, two-family or twin home dwelling:</b>	<b><u>Note</u></b>	<b><u>Permit Fee</u></b>
a. New one-family dwelling interior plumbing		\$ 110.00
b. New two-family or twin home dwelling interior plumbing		\$ 220.00
c. Remodel one-family or twin home dwelling		\$ 45.00
d. Reinspection fees (after initial and first follow up)		\$ 45.00

<b>2. Commercial and multi-family dwellings of 3 or more units:</b>	<b><u>Note</u></b>	<b><u>Permit Fee</u></b>
a. New commercial, without state approval		\$ 125.00
b. New commercial, with state approval		\$ 275.00
c. Commercial remodel and/or addition, 1 - 4 fixtures		\$ 85.00
d. Commercial remodel and/or addition, 5 - 15 fixtures		\$ 135.00
e. Commercial remodel and/or addition, 16 fixtures or more		\$ 285.00
f. New multi-family dwelling, per unit		\$ 85.00
g. Multi-family dwelling remodel and/or addition, 1 - 4 fixtures		\$ 85.00
h. Multi-family dwelling remodel and/or addition, 5 - 15 fixtures		\$ 135.00
i. Multi-family dwelling remodel and/or addition, 16 fixtures or more		\$ 285.00
j. Reinspection fees (after initial and first follow up)		\$ 45.00

## E - Miscellaneous

### 1. Plumbing:

	<u>Note</u>	<u>Permit Fee</u>
a. Exterior sewer and/or water and/or storm piping with street opening		\$ 160.00
b. Exterior sewer and/or water and/or storm piping, without street opening		\$ 110.00
c. Turf sprinkler systems		\$ 50.00
d. New fire sprinkler system		\$ 175.00
e. Fire sprinkler system addition and/or alteration		\$ 75.00
f. Street opening summer repair (April 2 through October 31) Hot Mix Asphalt		\$ 1,500.00
g. Street opening summer repair (April 2 through October 31) Concrete		\$ 1,700.00
h. Street opening winter repair (November 1 through April 1) Hot Mix Asphalt		\$ 1,700.00
i. Street opening winter repair (November 1 through April 1) Concrete		\$ 1,900.00
j. Reinspection fees (after initial and first follow up)		\$ 45.00





# Building Inspection Department Proposed Permit Fee Comparison

Proposed for Adoption: December 16, 2024

Effective: January 1, 2025

## A - Building and HVAC

### 1. Residential - One-family, two-family or twin home dwelling:

Note	Existing Fee	Proposed Fee	Difference
a. New one or two-family dwelling per square foot and garage	per square foot \$ 0.22	\$ 0.25	\$ 0.03
b. New Twin home dwelling per square foot floor and garage	per square foot \$ 0.22	\$ 0.25	\$ 0.03
c. Footing and foundation only	\$ 110.00	\$ 110.00	\$ -
d. Residential remodel per square foot	per square foot \$ 0.18	\$ 0.20	\$ 0.02
	Minimum \$ 35.00	\$ 45.00	\$ 10.00
e. Residential addition per square foot	per square foot \$ 0.22	\$ 0.25	\$ 0.03
	Minimum \$ 75.00	\$ 85.00	\$ 10.00
f. Residential garage or accessory building (240sq ft or greater in size)	\$ 75.00	\$ 75.00	\$ -
g. Residential deck – 6-feet by 6-feet or less	\$ 35.00	\$ 45.00	\$ 10.00
h. Residential deck – Greater than 6-feet by 6-feet	\$ 75.00	\$ 75.00	\$ -
i. Residential exterior residing	\$ 45.00	\$ 45.00	\$ -
j. Mobile Home: Installation on a site in licensed mobile home park; includes electrical, natural gas, water and sewer hookup, deck and steps	\$ 150.00	\$ 200.00	\$ 50.00
k. Residential plan examination 1-2 family dwelling	\$ 125.00	\$ 135.00	\$ 10.00
l. Residential plan examination 1-2 family addition/alteration/deck greater than 6x6	\$ 50.00	\$ 50.00	\$ -
m. State permit Seal	\$ 36.00	\$ 36.00	\$ -

### 2. Commercial and multi-family dwelling of 3 or more units - New construction or a Note

Note	Existing Fee	Proposed Fee	Difference
a. Footing and foundation only	\$ 110.00	\$ 120.00	\$ 10.00
b. Assembly: Group A	per square foot \$ 0.15	\$ 0.20	\$ 0.05
c. Business: Group B	per square foot \$ 0.12	\$ 0.18	\$ 0.06
d. Educational: Group E	per square foot \$ 0.15	\$ 0.20	\$ 0.05
e. Factory: Group F	per square foot \$ 0.12	\$ 0.18	\$ 0.06
f. High hazard: Group H	per square foot \$ 0.25	\$ 0.30	\$ 0.05
g. Institutional: Group I	per square foot \$ 0.20	\$ 0.26	\$ 0.06
h. Mercantile: Group M	per square foot \$ 0.12	\$ 0.18	\$ 0.06
i. Residential: Group R	per square foot \$ 0.22	\$ 0.28	\$ 0.06
j. Storage: Group S	per square foot \$ 0.15	\$ 0.20	\$ 0.05
k. Communication tower, collocate	\$ 250.00	\$ 250.00	\$ -
l. Communication tower, new \$500.00	\$ 500.00	\$ 500.00	\$ -
m. Group U: Tanks, silos and miscellaneous structures, up to \$10,000.00 in value	\$ 75.00	\$ 75.00	\$ -
n. Group U: Tanks, silos and miscellaneous structures, \$10,000.00 and above in value	\$ 200.00	\$ 200.00	\$ -
o. Commercial plan review without state approval	\$ 300.00	\$ 310.00	\$ 10.00
p. Commercial plan review with state approval	\$ 225.00	\$ 235.00	\$ 10.00

Note: For Communication equipment on City-owned Facilities, City will retain engineering firm at tenant cost

3. Commercial and multi-family dwelling of 3 or more units - Remodeling:		<u>Note</u>	<u>Existing Fee</u>	<u>Proposed Fee</u>	<u>Difference</u>
b. Assembly: Group A		per square foot	\$ 0.08	\$ 0.10	\$ 0.02
c. Business: Group B		per square foot	\$ 0.06	\$ 0.09	\$ 0.03
d. Educational: Group E		per square foot	\$ 0.08	\$ 0.10	\$ 0.02
e. Factory: Group F		per square foot	\$ 0.06	\$ 0.09	\$ 0.03
f. High hazard: Group H		per square foot	\$ 0.13	\$ 0.15	\$ 0.02
g. Institutional: Group I		per square foot	\$ 0.10	\$ 0.13	\$ 0.03
h. Mercantile: Group M		per square foot	\$ 0.06	\$ 0.09	\$ 0.03
i. Residential: Group R		per square foot	\$ 0.11	\$ 0.14	\$ 0.03
j. Storage: Group S		per square foot	\$ 0.08	\$ 0.10	\$ 0.02
m. Group U: Tanks, silos and miscellaneous structures, up to \$10,000.00 in value			\$ 37.50	\$ 37.50	\$ -
n. Group U: Tanks, silos and miscellaneous structures, \$10,000.00 and above in value			\$ 100.00	\$ 100.00	\$ -
Note: For 3b through 3n, above		Minimum	\$ 35.00	\$ 45.00	\$ 10.00

4. Miscellaneous Building:		<u>Note</u>	<u>Existing Fee</u>	<u>Proposed Fee</u>	<u>Difference</u>
a. Swimming pool			\$ 50.00	\$ 50.00	\$ -
b. Signs		per square foot	\$ 1.00	\$ 1.50	\$ 0.50
		Minimum	\$ 35.00	\$ 45.00	\$ 10.00
c. Storage shed (64 to 239 square feet)			\$ 50.00	\$ 60.00	\$ 10.00
d. Driveway, parking pad or sidewalk			\$ 35.00	\$ 45.00	\$ 10.00
e. Commercial parking lot (not including storm water, grading and erosion control)			\$ 75.00	\$ 75.00	\$ -
f. Razing, residential, commercial or accessory building, without city utilities (sewer and/or water)			\$ 35.00	\$ 45.00	\$ 10.00
g. Razing, residential, commercial or accessory building, with city utilities (sewer and/or water)			\$ 200.00	\$ 200.00	\$ -
h. Moving buildings, other than accessory building under 14 feet in height			\$ 500.00	\$ 500.00	\$ -
i. Moving accessory building under 14 feet in height			\$ 250.00	\$ 250.00	\$ -
j. Temporary occupancy permit			\$ 100.00	\$ 100.00	\$ -
k. Reinspection fees (after initial and first follow up)			\$ 35.00	\$ 45.00	\$ 10.00
l. Site inspection consultation			\$ 50.00	\$ 50.00	\$ -
m. Certificate of zoning			\$ 35.00	\$ 45.00	\$ 10.00
n. Gas piping alteration			\$ 50.00	\$ 50.00	\$ -
o. Temporary LP Tank and temporary heating equipment			\$ 35.00	\$ 45.00	\$ 10.00
p. Right-of-way Permit		per lineal foot	\$ 0.20	\$ 0.25	\$ 0.05
		Base	\$ 75.00	\$ 85.00	\$ 10.00
q. Storm Water Management		per acre	\$ 50.00	\$ 50.00	\$ -
		Minimum	\$ 350.00	\$ 350.00	\$ -
r. Grading and Erosion Control			\$ 175.00	\$ 175.00	\$ -

## B - Mechanical

1. Residential One-family, two-family or twin home dwelling:		<u>Note</u>	<u>Existing Fee</u>	<u>Proposed Fee</u>	<u>Difference</u>
a. New one-family dwelling			\$ 110.00	\$ 110.00	\$ -
b. New two-family or twin home dwelling			\$ 220.00	\$ 220.00	\$ -
c. One-family, two-family dwelling or twin home, remodel			\$ 35.00	\$ 45.00	\$ 10.00
d. Heating, ventilating, air conditioning (HVAC) appliance replacement or new installation		per appliance	\$ 35.00	\$ 45.00	\$ 10.00
e. Reinspection fees (after initial and first follow up)			\$ -	\$ 45.00	\$ 45.00

2. Commercial and Multi Family dwellings of 3 or more units:		<u>Note</u>	<u>Existing Fee</u>	<u>Proposed Fee</u>	<u>Difference</u>
a.	New construction or addition, without state approval		\$ 110.00	\$ 110.00	\$ -
b.	New construction or addition, with state approval		\$ 220.00	\$ 220.00	\$ -
c.	New multi-family dwelling with individual heating, ventilation, air conditioning (HVAC) systems, new or replacement	per dwelling	\$ 75.00	\$ 75.00	\$ -
d.	Heating, ventilating, air conditioning (HVAC) appliance replacement or new installation in existing building	per appliance	\$ 35.00	\$ 45.00	\$ 10.00
e.	New heating, ventilating, air conditioning (HVAC) system in existing building		\$ 100.00	\$ 100.00	\$ -
f.	Remodel or alteration of heating, ventilating, air conditioning (HVAC) systems		\$ 35.00	\$ 45.00	\$ 10.00
g.	Class I grease hood		\$ 135.00	\$ 135.00	\$ -
h.	Plan Review with State Approval		\$ 50.00	\$ 50.00	\$ -
i.	Plan Review without State Approval		\$ 125.00	\$ 125.00	\$ -
j.	Reinspection fees (after initial and first follow up)		\$ -	\$ 45.00	\$ 45.00

## C - Electrical

1. Residential - One-family, two-family or twin home dwelling:		<u>Note</u>	<u>Existing Fee</u>	<u>Proposed Fee</u>	<u>Difference</u>
a.	One-family, two-family or twin home dwelling, remodel and addition		\$ 35.00	\$ 45.00	\$ 10.00
b.	One-family, two-family or twin home dwelling, service change		\$ 75.00	\$ 85.00	\$ 10.00
c.	New one-family dwelling		\$ 110.00	\$ 120.00	\$ 10.00
d.	New two-family or twin home dwelling		\$ 220.00	\$ 240.00	\$ 20.00
e.	New non-multi-family residential garage or accessory building		\$ 35.00	\$ 45.00	\$ 10.00
f.	Temporary service		\$ 75.00	\$ 85.00	\$ 10.00
g.	Reinspection fees (after initial and first follow up)		\$ -	\$ 45.00	\$ 45.00

2. Commercial or multi-family dwellings of 3 or more units:		<u>Note</u>	<u>Existing Fee</u>	<u>Proposed Fee</u>	<u>Difference</u>
a.	New commercial		\$ 225.00	\$ 250.00	\$ 25.00
b.	Commercial remodel of less than 1,000 square feet		\$ 35.00	\$ 60.00	\$ 25.00
c.	Commercial addition of less than 1,000 square feet		\$ 75.00	\$ 100.00	\$ 25.00
d.	Commercial remodel of 1,000 square feet or more		\$ 125.00	\$ 125.00	\$ -
e.	Commercial addition of 1,000 square feet or more		\$ 250.00	\$ 250.00	\$ -
f.	Commercial service change		\$ 125.00	\$ 150.00	\$ 25.00
g.	Temporary service		\$ 75.00	\$ 100.00	\$ 25.00
h.	New multi-family dwelling of 3 units or more	per unit	\$ 75.00	\$ 100.00	\$ 25.00
i.	Multi-family dwelling of 3 or more units, remodel	per unit	\$ 40.00	\$ 65.00	\$ 25.00
j.	Multi-family dwelling of 3 or more units, addition	per unit	\$ 75.00	\$ 100.00	\$ 25.00
k.	Multi-family residential garage or accessory building		\$ 175.00	\$ 175.00	\$ -
l.	New fire alarm		\$ 200.00	\$ 200.00	\$ -
m.	Alteration of fire alarm		\$ 100.00	\$ 100.00	\$ -
n.	Plan review for residential or commercial PV system		\$ 50.00	\$ 75.00	\$ 25.00
o.	Reinspection fees (after initial and first follow up)		\$ -	\$ 100.00	\$ 100.00

## D - Plumbing

1. Residential - One-family, two-family or twin home dwelling:		<u>Note</u>	<u>Existing Fee</u>	<u>Proposed Fee</u>	<u>Difference</u>
a.	New one-family dwelling interior plumbing		\$ 110.00	\$ 110.00	\$ -
b.	New two-family or twin home dwelling interior plumbing		\$ 220.00	\$ 220.00	\$ -
c.	Remodel one-family or twin home dwelling		\$ 35.00	\$ 45.00	\$ 10.00
d.	Reinspection fees (after initial and first follow up)		\$ -	\$ 45.00	\$ 45.00



2. Commercial and multi-family dwellings of 3 or more units:

	<u>Note</u>	<u>Existing Fee</u>	<u>Proposed Fee</u>	<u>Difference</u>
a. New commercial, without state approval		\$ 125.00	\$ 125.00	\$ -
b. New commercial, with state approval		\$ 275.00	\$ 275.00	\$ -
c. Commercial remodel and/or addition, 1 - 4 fixtures		\$ 75.00	\$ 85.00	\$ 10.00
d. Commercial remodel and/or addition, 5 - 15 fixtures		\$ 125.00	\$ 135.00	\$ 10.00
e. Commercial remodel and/or addition, 16 fixtures or more		\$ 275.00	\$ 285.00	\$ 10.00
f. New multi-family dwelling, per unit		\$ 75.00	\$ 85.00	\$ 10.00
g. Multi-family dwelling remodel and/or addition, 1 - 4 fixtures		\$ 75.00	\$ 85.00	\$ 10.00
h. Multi-family dwelling remodel and/or addition, 5 - 15 fixtures		\$ 125.00	\$ 135.00	\$ 10.00
i. Multi-family dwelling remodel and/or addition, 16 fixtures or more		\$ 275.00	\$ 285.00	\$ 10.00
j. Reinspection fees (after initial and first follow up)		\$ -	\$ 45.00	\$ 45.00

E - Miscellaneous

1. Plumbing:

	<u>Note</u>	<u>Existing Fee</u>	<u>Proposed Fee</u>	<u>Difference</u>
a. Exterior sewer and/or water and/or storm piping with street opening		\$ 150.00	\$ 160.00	\$ 10.00
b. Exterior sewer and/or water and/or storm piping, without street opening		\$ 100.00	\$ 110.00	\$ 10.00
c. Turf sprinkler systems		\$ 40.00	\$ 50.00	\$ 10.00
d. New fire sprinkler system		\$ 175.00	\$ 175.00	\$ -
e. Fire sprinkler system addition and/or alteration		\$ 75.00	\$ 75.00	\$ -
<del>f. Plan review without state approval</del>		<del>\$ 125.00</del>	<del>\$ -</del>	<del>\$ (125.00)</del>
<del>g. Plan review with state approval</del>		<del>\$ 50.00</del>	<del>\$ -</del>	<del>\$ (50.00)</del>
f. Street opening summer repair (April 2 through October 31) Hot Mix Asphalt		\$ 1,350.00	\$ 1,500.00	\$ 150.00
g. Street opening summer repair (April 2 through October 31) Concrete		\$ 1,550.00	\$ 1,700.00	\$ 150.00
h. Street opening winter repair (November 1 through April 1) Hot Mix Asphalt		\$ 1,550.00	\$ 1,700.00	\$ 150.00
i. Street opening winter repair (November 1 through April 1) Concrete		\$ 1,750.00	\$ 1,900.00	\$ 150.00
j. Reinspection fees (after initial and first follow up)		\$ -	\$ 45.00	\$ 45.00



**City of Menomonie**  
David Schofield

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

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**TO:** Mayor Knaack and City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** ARPA-SLFRF Reallocations  
**DATE:** December 16, 2024 City Council Meeting

On January 22, 2024, the City Council approved the allocation of \$1,732,369 dollars from the American Recovery Plan Act – State Local Fiscal Recovery Fund (ARPA-SLFRF).

The last contracts for ARPA-SLFRF projects are on this same agenda for approval.

In order to minimize the return of unused ARPA-SLFRF funds to the State of Wisconsin, City Staff recommend approval of proposed Resolution 2024-23 which reallocates funds between the various projects. If the City Council concurs, the appropriate motion would be **Approve Resolution 2024-23 regarding ARPA-SLFRF Reallocations** (simple majority vote).

RESOLUTION NO. 2024 - 23

***ARPA-SLFRF REALLOCATIONS***

WHEREAS, The City of Menomonie received \$1,732,369 from the American Recovery Plan Act - State Local Fiscal Recovery Fund (ARPA-SLFRF); and,

WHEREAS, The City Council approved the allocation of ARPA-SLFRF funds to various projects on January 22, 2024; and,

WHEREAS, ARPA-SLFRF funds must be encumbered by December 31, 2024 and spent by December 31, 2026; and,

WHEREAS, City Council has now approved, where required by the City's procurement policy, award of contracts for all of the ARPA-SLFRF allocated projects; and,

WHEREAS, Several of the ARPA-SLFRF allocated projects were completed for less than the allocated amount (i.e. "under budget"), for example the USH 12 Trail was expected to cost \$125,000 but actually cost \$77,873.43; and,

WHEREAS, Several of the ARPA-SLFRF allocated projects will cost more than the allocated amount (i.e. "over budget"), for example the Leisure Services Center Bathroom Renovation was initially expected to cost \$30,000 but is now expected to cost \$90,297.50; and,

WHEREAS, Unused ARPA-SLFRF funds must be returned to the State of Wisconsin; and

WHEREAS, By reallocating ARPA-SLFRF funds from "under budget" projects to "over budget projects" the City will maximize the use of ARPA-SLFRF funds.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby adopt the attached City of Menomonie ARPA-SLFRF Reallocations dated December 16, 2024.

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



City of Menomonie ARPA-SLFRF Reallocations

December 16, 2024

Department	Project	Year	Explanation	Budget Line	Original Budget	Spent or Encumbered As Of 12/11/24	Proposed Reallocation Adjustment	Adjusted Budget	Notes
Other Agency	Dunn County Historical Society	2023		33.51110.851	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00	Approved in 2022
Other Agency	Evergreen Cemetery	2023		33.51110.851	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00	Approved in 2022
Parks	Winter Wonderland & Christmas Miracle	2023		33.51110.851	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	Approved in 2022
Parks	Wakanda Disc Golf	2023	Replace disc golf baskets in Wakanda Park.	33.55210.851	\$ 10,460.00	\$ 10,460.00		\$ 10,460.00	Approved 2/6/23
Parks	Stokke Trail Rehabilitation	2024	Cover overage between \$148,615 bid and WisDNR Recreational Trails Grant.	33.91925.852 ARPA Stokke Trail	\$ 23,615.00	\$ 23,615.00		\$ 23,615.00	Approved August 7, 2023 Companion to 33.91925.365
Parks	USH 12 Trail	2024	Cover City's share of joint City/County USH 12 Trail Project (total cost estimated to be \$250,000).	33.92317.852 ARPA USH 12 Trail	\$ 125,000.00	\$ 77,873.43	\$ (47,126.57)	\$ 77,873.43	Approved 10/16/23
Parks	Wakanda Waterpark	2025	Cover overage between updated estimated \$2.0 million project cost and previously borrowed \$1.6 million.	33.55230.852 ARPA Waterpark	\$ 400,000.00	\$ 400,000.00		\$ 400,000.00	Approved 3/18/24 Companion to 33.55230.365 PO # 39229
Parks	Buildings & Sheds	2024	Install/repair various buildings and sheds that are needed within our City Parks.	33.55410.852 ARPA Sheds	\$ 50,000.00	\$ 28,621.00	\$ (21,379.00)	\$ 28,621.00	Approved 12/2/24
Parks	Wilson Park Walkways	2024	Replace existing paver walkways through Wilson Park to improve accessibility and eliminate tripping hazard.	33.55410.853 ARPA Wilson Walk	\$ 50,000.00	\$ 15,653.86	\$ (34,346.14)	\$ 15,653.86	Approved 7/1/24
Parks	Replacement Playground Equipment	2025	Replace select playground equipment in City Parks. Exact parks and equipment to be determined.	33.55410.854 ARPA Playground	\$ 315,294.00	\$ 315,294.00		\$ 315,294.00	Approved 10/21/24 Modified 11/20/24 PO # 39263 Remainder By City
Parks	Wakanda Park Basketball Court	2025	Construct Basketball Court. Coordinate with Pine Avenue (Wilson Street to Game Park Road) and Wakanda Park Diamond #2 Batting Cage.	33.55410.855 ARPA Basketball	\$ 115,000.00	\$ 92,119.00	\$ (22,881.00)	\$ 92,119.00	To Be Considered 12/16/24

City of Menomonie ARPA-SLFRF Reallocations

December 16, 2024

Department	Project	Year	Explanation	Budget Line	Original Budget	Spent or Encumbered As Of 12/11/24	Proposed Reallocation Adjustment	Adjusted Budget	Notes
Parks	Wakanda Park Diamond #2 Batting Cage	2025	Consolidate and replace batting cages near Diamond #2. Coordinate with Pine Avenue (Wilson Street to Game Park Road) and Wakanda Park Basketball Court.	33.55410.856 ARPA Batting Cage	\$ 29,000.00	\$ 64,451.00	\$ 35,451.00	\$ 64,451.00	To Be Considered 12/16/24
Parks	Dog Waste Stations	2024	Purchase ten (10) new Dog Waste Stations with bag dispensers and trash cans for installation along Trails	33.55410.857 ARPA Dog Waste	\$ 10,000.00	\$ 10,000.26	\$ 0.26	\$ 10,000.26	PO # 39213
Parks	Lakeside Park Kayak Rental Kiosk	2024	Approved for ARPA funding on December 18, 2023.	33.55410.858 ARPA Kayak Rental	\$ 18,000.00	\$ 18,000.00		\$ 18,000.00	Approved 12/18/23
Treasurer	Financial ERP Software	2024	Approved December 18, 2023. Purchase new Financial ERP Software to replace Avenue. The new Financial Software will improve and simplify workflow for all Departments.	33.51540.852 ARPA ERP Software	\$ 190,000.00	\$ 198,000.00	\$ 8,000.00	\$ 198,000.00	Approved 12/18/23
Airport	FBO Building Second Floor Remodeling	2024		33.54530.852 ARPA FBO 2nd Floor	\$ 6,000.00	\$ -	\$ (6,000.00)	\$ -	Project Abandoned
Airport	Constant Current Regulator Replacement	2024	The Constant Current Regulator on the airfield lighting was replaced.	33.54530.853 ARPA Electrical System	\$ 4,000.00	\$ 4,000.00		\$ 4,000.00	Approved 9/3/24 PO # 39205
Fire	Ice Rescue Rapid Deployment Craft	2024	The Fire Department requests the purchase of an Ice Rescue Rapid Deployment Craft for the purpose of rescuing and recovering persons that go through the ice within their jurisdiction.	33.52310.852 ARPA Ice Craft	\$ 7,500.00	\$ 7,384.50	\$ (115.50)	\$ 7,384.50	Approved 2/5/24
Fire	Fitness Equipment	2024	Fire Department personnel are required to maintain certain fitness standards based upon mandates. Their current fitness equipment is over 20 years old and is in need of replacement.	33.52310.853 ARPA Fitness Equip	\$ 30,000.00	\$ 29,923.53	\$ (76.47)	\$ 29,923.53	Approved 2/19/24
Fire	Tech Rescue Equipment	2024	The Fire Department requests funds to acquire ropes, harnesses, carabiners, and all associated equipment to effect high-angle rescues from terrain, structures, and communication towers.	33.52310.854 ARPA Tech Rescue	\$ 6,000.00	\$ 5,519.54	\$ (480.46)	\$ 5,519.54	Approved 2/5/24



City of Menomonie ARPA-SLFRF Reallocations

December 16, 2024

Department	Project	Year	Explanation	Budget Line	Original Budget	Spent or Encumbered As Of 12/11/24	Proposed Reallocation Adjustment	Adjusted Budget	Notes
Fire	Mower / Snowblower	2024	The Fire Department requests funds to purchase a combination mower/snowblower to maintain their grounds and remove snow in an expedient manner.	33.52310.855 ARPA Mow/Snow	\$ 18,500.00	\$ 18,729.21	\$ 229.21	\$ 18,729.21	Approved 2/5/24
Fire	Staffing Study	2024	A staffing study is needed to determine future Fire Department personnel needs.	33.52310.856 ARPA Staffing Study	\$ 30,000.00	\$ 24,960.00	\$ (5,040.00)	\$ 24,960.00	Approved 8/5/24
Inspection	Inspection Vehicle	2024	Purchase new vehicle for Chief Building Inspector to replace 2014 former Police Department vehicle with 120,000 miles.	33.52410.852 ARPA Insp Veh	\$ 45,000.00	\$ 42,562.10	\$ (2,437.90)	\$ 42,562.10	Approved 2/19/24
Inspection	Office Remodel	2024	Remodel office to increase storage and create second private office for new building inspector.	33.52410.853 ARPA Insp Office	\$ 10,000.00	\$ 28,810.14	\$ 18,810.14	\$ 28,810.14	To Be Considered 12/16/24
Inspection	New Computers	2024	Purchase new computer for new building inspector and upgrade existing computers.	33.52410.854 ARPA Insp CPU	\$ 10,000.00	\$ 8,293.75	\$ (1,706.25)	\$ 8,293.75	
Leisure Services Center	Bathroom Upgrades	2025	Replace existing toilets, urinals and sinks with more water efficient fixtures. Add adult changing table.	33.55130.852 ARPA LSC Bathrooms	\$ 30,000.00	\$ 90,297.50	\$ 60,297.50	\$ 90,297.50	To Be Considered 12/16/24
Library	Outdoor Space Project Phase 1	2025	To be used to supplement previously secured fundraising of \$221,000 to complete construction of Vibrant Spaces Project.	81.55110.852 ARPA Library Outdoor	\$ 29,000.00	\$ 29,000.00		\$ 29,000.00	Approved 11/6/24
Police	Space Needs Study	2024	It is anticipated that Police Department lease at Dunn County Judicial Center will not be renewed. A space needs study is needed to determine how much space will be needed at a new location.	33.52110.852 ARPA Space Study	\$ 30,000.00	\$ 12,450.00	\$ (17,550.00)	\$ 12,450.00	Approved 8/5/24
Police	Flock Camera System	2024	The Police Department requests funds for a Flock Camera system for the purpose of monitoring intersections and documenting evidence of vehicles/people leaving the scene of a crime. This expenditure would cover the cost of six (6) cameras and three (3) years of maintenance costs.	33.52110.853 ARPA Flock Cameras	\$ 60,000.00	\$ 57,900.00	\$ (2,100.00)	\$ 57,900.00	Approved 2/19/24

City of Menomonie ARPA-SLFRF Reallocations

December 16, 2024

Department	Project	Year	Explanation	Budget Line	Original Budget	Spent or Encumbered As Of 12/11/24	Proposed Reallocation Adjustment	Adjusted Budget	Notes
Diseased & Damaged Trees	Tree Replacements	2025	Tree Replacements in Response to Emerald Ash Borer	33.56120.851 ARPA Tree Replacements	\$ -	\$ 15,417.96	\$ 15,417.96	\$ 15,417.96	Proposed New Budget Line. To Be Considered 12/16/24
Police	UTV & Trailer	2024	Purchase a UTV and Trailer	33.52110.730 Vehicles	\$ -	\$ 17,550.00	\$ 17,550.00	\$ 17,550.00	Reallocation Approved 10/21/24
Fire	Ambulance	2024	Cover Portion of Overage on Ambulance	33.52310.730 Vehicles	\$ -	\$ 5,483.22	\$ 5,483.22	\$ 5,483.22	Reallocation Approved 12/2/24

			From	\$ (161,239.29)	
			To	\$ 161,239.29	
Total	\$ 1,732,369.00	\$ 1,732,369.00	\$ (0.00)	\$ 1,732,369.00	
Available	\$ 1,732,369.00	\$ 1,732,369.00		\$ 1,732,369.00	
Difference	\$ -	\$ -		\$ -	



*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 & City Council

FROM: Administrator Atkinson

SUBJECT: Ordinance Amendment for 3-2-2 Room Tax Established; Taxation Rate

DATE: December 12, 2024

ATT: Ordinance 2024-17 and 11/6/24 Tourism Meeting Minutes

On November 6, 2024, the Tourism Commission met and voted to allow the City of Menomonie to increase the City of Menomonie Room Tax Rate from 7% to 8%. Attorney Ludeman drafted Ordinance 2024-17, an ordinance amending Section 3-2-2 of the City Code to increase the room tax rate from seven percent (7%) to eight percent (8%) for your consideration.

The Tourism Commission meeting minutes and Ordinance 2024-17 are attached to this memorandum for your review and consideration.

If the City Council supports this recommendation, the appropriate action is to *Introduce Ordinance 2024-17, An Ordinance Amending Section 3-2-2 of the City Code to Increase the Room Tax Rate from Seven (7%) Percent to Eight (8%) Percent*. Possible *Motion to Waive the 1<sup>st</sup> Reading*. (Simple Majority Vote) Possible *Motion to Waive the 2<sup>nd</sup> Reading*. (Simple Majority Vote) Possible *Motion to Adopt*. (Roll Call Vote)





# MENOMONIE TOURISM COMMISSION

*Minutes*

November 6, 2024

City Hall Council Chambers-1<sup>st</sup> Floor

**MEMBERS PRESENT:** Knaack, Verdon, Crowe and Richartz  
**OTHERS PRESENT:** Wildner, Simon, Atkinson, Ingle, and DeMuth  
**ITEMS OF DISCUSSION:**

A motion to approve the July 2024 minutes was made by Richartz seconded by Crowe and passed unanimously.

The most current 2024 room taxes were presented by Eric.

Ashley indicated the updated Tourism contract was approved at the July meeting. Discussion to keep this item on the January 2025 agenda to review the next year's renewal.

There was much discussion regarding raising the current room tax of 7% to 8%. There was some research regarding what other local communities and college towns are currently charging for room tax. The majority were currently at 8%. Both the City and Tourism budgets would benefit by raising the room tax. A motion was made by Crowe and seconded by Richartz to allow the City to create an ordinance change updating the room tax to 8% starting in 2025. Motion carried. The updated ordinance will need to be approved by the City Council.

Brief discussion regarding the use of Tourism dollars. Tourism is restricted in using their 70% of dollars for marketing. The 30% received by the City is directed to their general fund and has more flexibility in the use of those funds.

Tammy presented information regarding hotel usage, Explore Menomonee and other social media activity. All have increased. Budget information was presented and discussed. By utilizing current Tourism staff, the costs per click for Google Ads had drastically been reduced. Tammy is creating the new Destination Guide. She also spoke about the Murals in Menomonee (Walldogs) event and provided status on the budgeting, along with the need for volunteers and donations. Tourism/Chamber is seeking confirmation from the City regarding support for the Walldogs event.

Stout Graduation is December 14, 2024.

---

A motion to adjourn was made by Crowe, seconded by Richartz, motion carried.  
A future Tourism Commission meeting will be January 22, 2025 at 10:00 am in the Council Chambers.

Respectfully Submitted,  
Pam Wildner



ORDINANCE 2024-17 OF THE ORDINANCES FOR THE CITY OF MENOMONIE FOR 2024.

An ordinance amending Section 3-2-2 of the City Code to increase the room tax rate from seven percent (7%) to eight percent (8%).

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

Section 1. Section 3-3-2 of the City Code is hereby amended as follows:

**3-2-2: ROOM TAX ESTABLISHED; TAXATION RATE:**

Pursuant to section 66.0615, Wisconsin statutes, a tax is hereby imposed on the privilege and service of furnishing at retail of rooms or lodging to transients by hotel and motel operators. Such tax shall be at the rate of eight percent (8%) of the gross receipts from such retail furnishing of rooms or lodging. Such tax shall not be subject to the selective sales tax imposed by section 77.52(2)(a)1, Wisconsin statutes. The proceeds of such tax collected shall be apportioned as follows:

- A. Seventy percent (70%) to the tourism commission for tourism promotion and tourism development.
- B. Thirty percent (30%) to be retained by the city in its general fund.
- C. The tourism commission shall contract with one or more tourism entities. Any such tourism entity, as that term is defined in section 66.0615(1)(f), Wisconsin statutes, shall have at least one lodging representative on its governing board.

Section 2. This ordinance shall take effect April 1, 2025, after publication as provided in Section 62.11(4)(a), Wisconsin Statutes.

INTRODUCED \_\_\_\_\_

APPROVED THIS 16<sup>th</sup> DAY

FIRST READING \_\_\_\_\_

OF DECEMBER, 2024

SECOND READING \_\_\_\_\_

\_\_\_\_\_

MAYOR, RANDY KNAACK

PASSED \_\_\_\_\_

PUBLISHED \_\_\_\_\_

SUBMITTED BY:

ATTEST \_\_\_\_\_

\_\_\_\_\_

CITY CLERK, CATHERINE MARTIN

ALDERPERSON



# Menomonie Police Department

615 Stokke Parkway Suite G200  
Menomonie, WI 54751  
715-232-2198  
[www.menomonie-pd.com](http://www.menomonie-pd.com)

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## Memorandum

**To:** Mayor Randy Knaack & City Council  
**From:** Rick Hollister, Chief of Police  
**Date:** 12-10-2024  
**Subject:** Request Sale of Police Department Truck  
**CC:** City Administrator, Eric Atkinson

---

The police department is requesting to sell a 2003 Ford F150 truck from the fleet. The truck has reached the point of requiring continued maintenance.

Thank You for Your Consideration!

---

Rick Hollister  
Chief of Police

Chris King  
Commander

Brian Hagen  
Commander



*City of Menomonie*  
Eric Atkinson

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

E-Mail: [atkinsone@menomonie-wi.gov](mailto:atkinsone@menomonie-wi.gov)

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**TO:** Mayor Knaack & CITY Council  
**FROM:** Eric Atkinson, City Administrator  
**SUBJECT:** Housing Authority Board Appointment  
**DATE:** December 12, 2024

Mayor Knaack recommends a renewal 5 year term for Paul Pillman and a new term for Derek Hughes. Due to Maria Varsho's resignation, Derek will complete her term plus a 5 year term. If the Council supports these recommendations, the appropriate action is a *Motion to Approve the Appointments of Paul Pillman and Derek Hughes to the Housing Authority Board* (Simple Majority Vote)



# Menomonie Police Department

615 Stokke Parkway Suite G200  
Menomonie, WI 54751  
715-232-2198  
[www.menomonie-pd.com](http://www.menomonie-pd.com)

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## Memorandum

**To:** Mayor Randy Knaack & City Council  
**From:** Rick Hollister, Chief of Police  
**Date:** 12-10-2024  
**Subject:** Budget Transfer – Forensic Computer Training  
**CC:** City Administrator, Eric Atkinson

---

The Police Department is requesting a budget transfer to cover the registration fee & flight travel expenses for Forensic Computer Lab Training in 2025. Over the last several years the police department has seen several officer retirements and officers leaving for other reasons. During this time of transition, the police department will need to retrain personnel for identified training needs in specialization, technical skills and leadership areas. With ongoing training in these areas, it greatly impacts the ability of the police department to provide professional services and resources to our community. As we continue to address the police department training needs and the calendar year ending, to maximize funds already allocated for the police department in 2024. The police department is asking for a budget transfer of \$4400.00 from the Office Equipment Maintenance Contracts line 01.52110.243 to the Training & Conferences line 01.52110.439.

Thank you for your consideration!

---

Rick Hollister  
Chief of Police

Chris King  
Commander

Brian Hagen  
Commander

# BUDGET TRANSFER REQUEST FORM

**TRANSFER TO:**

AMOUNT \$ 4400.00

ACCOUNT TITLE AND NUMBER Training & Conferences

LINE ITEM NAME AND EXTENSION 01.52110.439

**TRANSFER FROM:**

ACCOUNT TITLE AND NUMBER Office Equipment Maintenance Contracts

LINE ITEM NAME AND EXTENSION 01.52110.243

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

The police department is requesting a budget transfer to cover the registration fee & flight travel expenses for specialized training-Forensic Computer Lab Training in 2025. See memo request.

*Rick Hollister*

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

\_\_\_\_\_  
Date



16-Dec-24

**2024 Claims**

	<u>Description</u>	<u>Total Invoice</u>	<u>Amt Overdrawn</u>
Ascent Fuel	Airport - Fuel	\$19,438.44	\$19,438.44
Auto Value	Machinery & Equipment Part and Repair	\$340.55	\$340.55
BREMER	Machinery & Equipment Vehicle Repair/Police New Uniforms	\$562.37	\$562.37
Cedar Corp	Sewer Lab Services/Water Engineering Services	\$675.00	\$675.00
Cintas	Hall Contract Services, Garage & Sheds Laundry/Machinery & Equipment Laundry	\$370.55	\$370.55
Colfax Messenger	Council Meeting Minutes, Elections Meeting Minutes	\$1,415.74	\$852.92
Diggers Hot Line	Water Street Maint. Fees	\$205.50	\$137.00
Drug Test Midwest	Water Employee Exams & Testing	\$83.75	\$83.75
Employee	Fire & Mayor Mileage	\$104.52	\$104.52
Gibson Aviation Services LLC	Airport - Fuel, Airport Manager	\$3,808.43	\$1,297.30
Hydro Corp	Water Contract Services	\$2,766.00	\$2,766.00
John Fabick Tractor Company	Machinery & Equipment Part and Repair	\$2,576.11	\$2,400.00
Lowell Prange	Mayor Consult Services	\$881.25	\$881.25
Melstrom Inspection	Inspection Contract Services	\$2,045.00	\$2,045.00
Menomonie Hardware	Fire - Repair, Maint, Supplies/Machinery & Equipment Parts and Repair	\$52.67	\$52.67
MSA	Water Computer Program	\$1,871.25	\$1,871.25
Northern Lake Service	Sewer - Contract Repairs	\$387.42	\$387.42
Realliving	Health Insurance	\$100.00	\$100.00
State Lab Of Hygiene	Water Lab Services	\$29.00	\$29.00
Sterling Water	Police Other Misc. Exp/Leisure Center Contract Services	\$170.15	\$113.10
Streicher's	Police New Uniforms	\$30.98	\$30.98
T S I Voice & Data	Treasurer, Comptroller, Fire - Phone	\$2,032.40	\$538.72
Truckaline Suspension Control	Machinery & Equipment Vehicle Repair	\$507.80	\$507.80
U S Postal	Postage, Water Utility, Main Street, Engineer	\$77.02	\$77.02
Verizon	Fire, Treasurer and Comptroller Phone	\$3,044.17	\$361.47
Viking Electric	Machinery & Equipment Part and Repair & Mechanical Services	\$181.70	\$181.70
WI Dept of Agriculture and Trade	Water Lab Services	\$408.00	\$408.00
WI DOJ WORCS	Police Criminal History	\$84.00	\$84.00
WIPFLI	Water, General Fund Accounting and Audit	\$4,555.00	\$3,815.00
XCEL ENERGY	Street Lighting Electricity	\$225.20	\$225.20
	<b>Total</b>	<b>\$49,029.97</b>	<b>\$40,737.98</b>

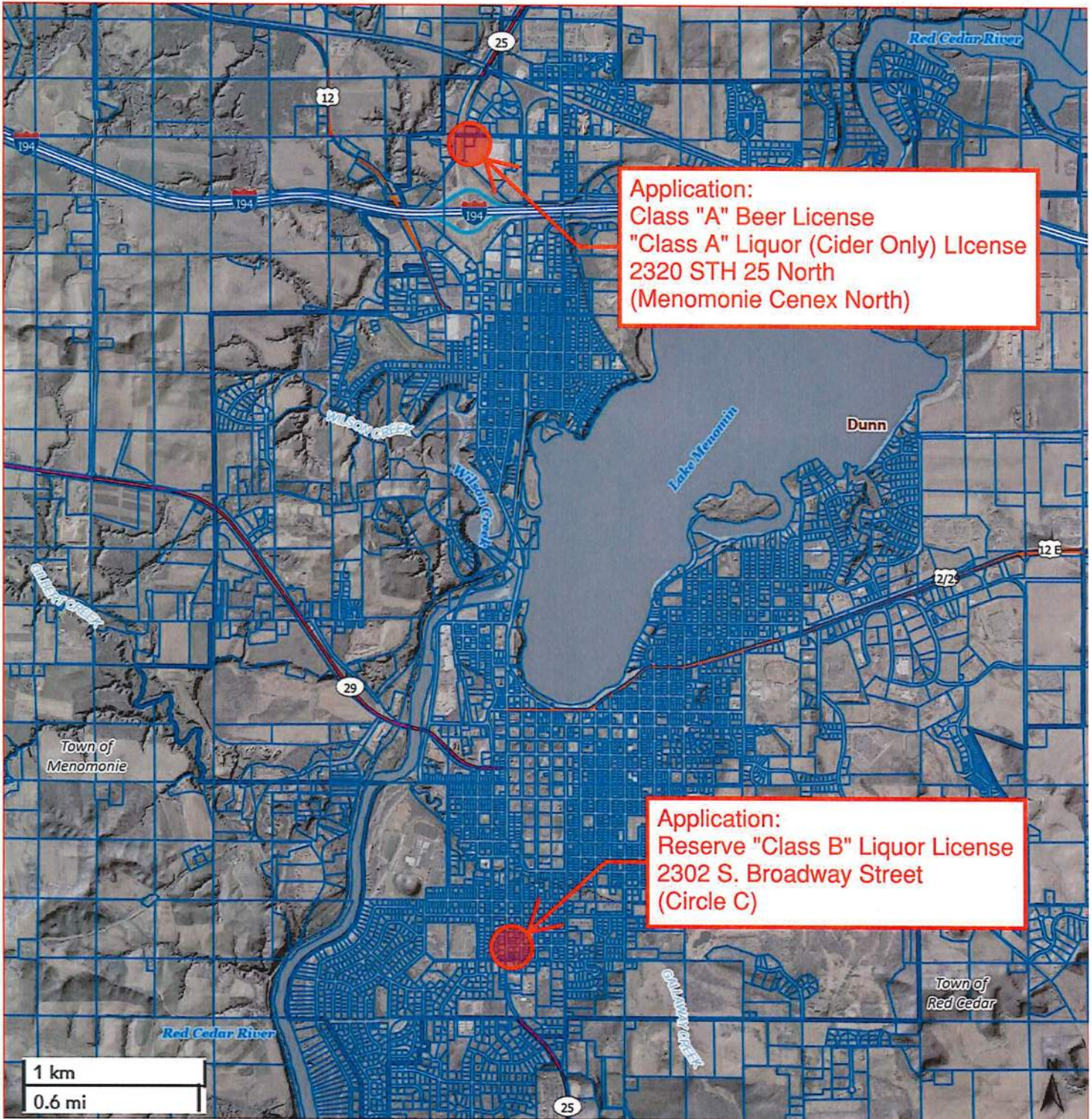
**2024 Parking Utility Claims**

	<u>Description</u>	<u>Total Invoice</u>
City Treasurer	Nov 24 Sales Tax	\$303.79
Clancy	Oct 2024 Fees	\$350.00
Fastenal	Batteries for Meters	\$387.40
IPS	Credit Card Fees	\$1,995.07
U S Postal	Postage	\$1.38
	<b>Parking Total</b>	<b>\$3,037.64</b>

12-12-24

# 12/16/24 Licenses

Created by: DAS



This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes. This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user

Date created: 12/12/2024

Last Data Uploaded: 12/12/2024 3:22:28 AM

Developed by







## Licenses for Retail Sale of Alcohol Beverages

### Alcohol Beverage Laws

#### Fact Sheet 3101

[revenue.wi.gov](http://revenue.wi.gov)

This fact sheet provides information about licenses required for the retail sale of alcohol beverages in Wisconsin. Licenses are granted by municipalities (cities, villages, or towns).

#### Class A Licenses (Liquor Stores, Grocery Stores, Convenience Stores)

Municipalities may issue a Class A license, which allows the retail sale of alcohol beverages in original packages for consumption **off the retailer's licensed premises**.

- **Class "A" License** – allows the retail sale of fermented malt beverages (beer)
- **"Class A" License** – allows the retail sale of intoxicating liquor (distilled spirits and wine, including alcoholic cider)

#### Class B Licenses (Taverns, Restaurants, Hotels, Resorts)

Municipalities may issue a Class B license, which allows the retail sale of alcohol beverages for consumption **on or off the retailer's licensed premises**, as follows:

- **Class "B" License** – allows the retail sale of fermented malt beverages (beer) for consumption on or off the licensed premises
- **"Class B" License** – allows the retail sale of intoxicating liquor (distilled spirits and wine, including alcoholic cider) for consumption on the licensed premises

**Note:** A municipality may also allow "Class B" licensees to make retail sales of intoxicating liquor for consumption off the licensed premises. Check with your municipality to see if this is allowed.

#### Temporary Class B Licenses

Municipalities may issue temporary Class "B" (beer) licenses and temporary "Class B" (wine) licenses for the retail sale of alcohol beverages at a picnic or similar gathering of limited duration. Temporary licenses may only be issued to the following qualified organizations:

- Bona fide clubs
- State, county, or local fair associations or agricultural societies
- Churches, lodges, or societies that have been in existence for at least six months prior to the date of application
- Posts of veterans organizations
- Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

## Class C Licenses

Municipalities may issue a "Class C" license, which allows the retail sale of wine by the glass or in an opened original container for consumption on the licensed premises.

## Questions?

If you are unable to find an answer to your question on the division's website, you may email, write, or call the division.

<b>Website. . .</b>	<a href="https://revenue.wi.gov/pages/AlcoholBeverage/home.aspx">revenue.wi.gov/pages/AlcoholBeverage/home.aspx</a>
<b>Email. . .</b>	<a href="mailto:DORAlcohol@wisconsin.gov">DORAlcohol@wisconsin.gov</a>
<b>Write. . .</b>	Division of Alcohol Beverages P.O. Box 8934 Madison, WI 53708-8934
<b>Phone. . .</b>	(608) 264-4573

*Last updated November 7, 2024*





## Reserve "Class B" Liquor Licenses

### Alcohol Beverage Laws Fact Sheet 3116

revenue.wi.gov

This fact sheet provides information about Wisconsin alcohol beverage laws relating to reserve "Class B" liquor licenses. Reserve "Class B" liquor licenses are licenses that were not granted or issued by a municipality on December 1, 1997, but are counted as a reserve under the calculations described in sec. [125.51\(4\)\(br\)](#), Wis. Stats.

#### Quantity of Reserve "Class B" Liquor Licenses

A municipality may not issue a "Class B" liquor license in excess of the number of "Class B" liquor licenses granted or issued by the municipality on December 1, 1997 plus the number of available reserve "Class B" liquor licenses.

The number of reserve "Class B" liquor licenses available to a municipality is determined by completing the calculations described in sec. [125.51\(4\)\(br\)](#), Wis. Stats. For example, a municipality's quota is increased by adding one additional reserve "Class B" liquor licenses for each increase in population of 500 persons. Municipal populations are determined annually by the Department of Administration which releases final population estimates to clerks on October 10 of each year.

The Division of Alcohol Beverages (DAB) does not maintain records of each municipality's quota. Contact your municipal clerk for the "Class B" liquor license quota in your municipality.

#### Fee For Reserve "Class B" Liquor Licenses

The initial issuance fee for a reserve "Class B" liquor license is established by the municipality and must be a minimum of \$10,000 (except for PEDD reserve "Class B" licenses; see below). The initial issuance fee is in addition to the annual fee charged by a municipality for a "Class B" license. Bona fide clubs and lodges situated and incorporated in Wisconsin for at least six years that apply for reserve "Class B" liquor licenses are exempt from paying the minimum \$10,000 issuance fee. Municipalities may not rebate or refund the initial issuance fee for a reserve "Class B" license, including through any grant or tax credit program.

#### Transfers of Reserve "Class B" Liquor Licenses Between Municipalities

A municipality may transfer up to three reserve "Class B" liquor licenses to a municipality that is located wholly or in part in the same county. The transferring municipality establishes the initial issuance fee in an amount not less than \$10,000. Upon receipt of the issuance fee, the receiving municipality must pay the issuance fee to the transferring municipality. A transfer of a reserve "Class B" license to another municipality is permanent. Once transferred, the receiving municipality's quota is increased and the transferred municipality's quota is decreased.

## Reserve "Class B" Liquor Licenses For a Premier Economic Development District (PEDD)

A PEDD is a geographic area designated by a municipal ordinance, enacted by at least a two-thirds vote of the municipality's governing body. The PEDD must (all the following apply):

- have an estimated new construction assessed valuation increase of at least \$20 million (certified by an independent third-party appraiser or market research firm),
- not exceed 40 acres,
- be contiguous,
- not include land that is zoned exclusively for industrial use or land zoned exclusively for single-family or 2-family residences.

Upon establishing a PEDD, two reserve "Class B" liquor licenses, each with an initial issuance fee in an amount not less than \$30,000, are created. These reserve license fees are non-refundable. The PEDD reserve licenses are non-transferable and are in addition to a municipality's quota. A municipality cannot establish more than one PEDD.

## Questions?

If you are unable to find an answer to your question on the division's website, you may email, write, or call the division.

<b>Website. . .</b>	<a href="https://revenue.wi.gov/pages/AlcoholBeverage/home.aspx">revenue.wi.gov/pages/AlcoholBeverage/home.aspx</a>
<b>Email. . .</b>	<a href="mailto:DORAlcohol@wisconsin.gov">DORAlcohol@wisconsin.gov</a>
<b>Write. . .</b>	Division of Alcohol Beverages P.O. Box 8934 Madison, WI 53708-8934
<b>Phone. . .</b>	(608) 264-4573

*Updated November 7, 2024*





SCANNED



PAID

Form AT-106

Original Alcohol Beverage License Application

FOR CLERKS ONLY	
Municipality	City of Menomonie
License/Period	

License(s) Requested



APPROVED

- Class "A" Beer ..... \$ 200     "Class A" Liquor ..... \$ \_\_\_\_\_
- Class "B" Beer ..... \$ \_\_\_\_\_     "Class B" Liquor ..... \$ \_\_\_\_\_
- "Class C" Wine ..... \$ \_\_\_\_\_     "Class A" Liquor (Cider Only) \$ \_\_\_\_\_
- Reserve "Class B" Liquor \$ \_\_\_\_\_     "Class B" (Wine Only) Winery \$ \_\_\_\_\_

License Fees	\$ <u>200.00</u>
Publication Fee	\$ <u>8.50</u>
Background Check	\$ <u>10.00</u>
<b>Total Fees</b>	\$ <u>218.50</u>

**Part A: Premises/Business Information**

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)  
SYNERGY COMMUNITY COOPERATIVE

2. Trade Name or DBA  
MENOMONIE CENEX NORTH

3. Premises Address  
2320 HIGHWAY 25 NORTH

4. County: DUNN      5. Municipality: MENOMONIE      6. Aldermanic District: \_\_\_\_\_

7. Mailing Address (if different from premises address)  
P.O. BOX 70 ELK MOUND WI 54739

8. FEIN: 39-1764869      9. Wisconsin Seller's Permit Number: 456102042079602

10. Premises Phone: (715) 879-5454      11. Premises Email: SARAHO@SYNERYGCOOP.COM

12. Entity Type (check one)  
 Sole Proprietor     Partnership     Limited Liability Company     Corporation     Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.  
SALES FLOOR, COOLERS

**Part B: Questions**

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate .....  Yes     No

2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? .....  Yes     No  
If yes, please explain using the space below. Attach additional sheets if necessary.

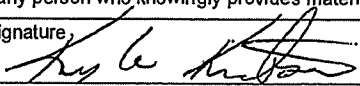
Receipt #: 1927

<b>Part C: For Corporate/LLC Applicants Only</b>		
1. State of Registration Wisconsin		2. Date of Registration 09/22/93
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Name of Parent Company		FEIN of Parent Company
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name OLSON	Agent's First Name SARAH	Phone (715) 232-6262

<b>Part D: Individual Information</b>
A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
SCORE	DAVID	CHAIRMAN	(715) 949-1895
MOLLS	ROMAN	VICE CHAIRMAN	(715) 357-8013
ACKERLUND	STEVEN	SECRETARY	(715) 962-4447
KNUTSON	KYLE	CEO	(715) 949-1979

<b>Part E: Attestation</b>		
Who must sign this application? <ul style="list-style-type: none"> <li>• sole proprietor</li> <li>• one general partner of a partnership</li> <li>• one corporate officer</li> <li>• one managing member of an LLC</li> </ul>		
<p><b>READ CAREFULLY BEFORE SIGNING:</b> Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.</p>		
Signature 	Date 10/29/2024	
Name (Last, First, M.I.) KNUTSON, KYLE L		
Title CEO	Email KYLEK@SYNERGYCOOP.COM	Phone (715) 949-1979

<b>Part F: For Clerk Use Only</b>		
Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

**Alcohol Beverage  
Individual Questionnaire**

Date
------

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

<b>Part A: Business Information</b>			
1. Legal Business Name (Individual name if sole proprietor) SYNERGY COMMUNITY COOPERATIVE			
2. Business Trade Name or DBA <i>Mendomonie Cenex North</i>			
3. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation
<input type="checkbox"/> Nonprofit Organization			

<b>Part B: Individual Information</b>			
1. Last Name SCORE		2. First Name DAVID	
3. M.I. A			
4. Relationship to Business (Title) CHAIRMAN		6. Email SCOREDAIRY@GMAIL.COM	6. Phone (715) 949-1895
7. Home Address N12103 430TH ST			
8. City BOYCEVILLE	9. State WI	10. Zip Code 54725	11. Date of Birth 10-13-55
12. Drivers License/State ID Number S600-1615-5373-03		13. Drivers License/State ID State of Issuance WI	

<b>Part C: Address History</b>			
1. Do you currently reside in Wisconsin? ..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application? ....			Years 68
			Months 17
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.			
Previous Address 1 N12103 430TH ST		City BOYCEVILLE	State WI
		Zip Code 54725	
Previous Address 2		City	State
		Zip Code	
Previous Address 3		City	State
		Zip Code	
Previous Address 4		City	State
		Zip Code	
Previous Address 5		City	State
		Zip Code	
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.			
State	County	State	County
State	County	State	County
State	County	State	County
State	County	State	County

Continued →

**Part D: Criminal History**

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . .  Yes  No  
 If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . .  Yes  No  
 If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

**Part E: Attestation**

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature David Skore Date 10/29/24

## Alcohol Beverage Individual Questionnaire

Date
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All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

<b>Part A: Business Information</b>			
1. Legal Business Name (Individual name if sole proprietor) SYNERGY COMMUNITY COOPERATIVE			
2. Business Trade Name or DBA <i>Menomonie Cervez North</i>			
3. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation
<input type="checkbox"/> Nonprofit Organization			

<b>Part B: Individual Information</b>			
1. Last Name MOLLS		2. First Name ROMAN	
4. Relationship to Business (Title) VICE CHAIRMAN		5. Email RAMJR@GMAIL.COM	3. M.I. A
6. Phone (715) 357-8013		7. Home Address 459 16TH AVE	
8. City ALMENA	9. State WI	10. Zip Code 54805	11. Date of Birth 11/11/59
12. Drivers License/State ID Number M420-7215-9411-04		13. Drivers License/State ID State of Issuance	

<b>Part C: Address History</b>			
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application? . . . .			Years <i>62</i>
			Months <i>6</i>
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.			
Previous Address 1 459 16TH AVE		City ALMENA	State WI
Previous Address 2		City	State Zip Code
Previous Address 3		City	State Zip Code
Previous Address 4		City	State Zip Code
Previous Address 5		City	State Zip Code
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.			
State	County	State	County
State	County	State	County

Continued →

Part D: Criminal History		
1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
<b>READ CAREFULLY BEFORE SIGNING:</b> Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature	Date
<i>Roman C. Mollath</i>	<i>10/29/24</i>



## Alcohol Beverage Individual Questionnaire

Date
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All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

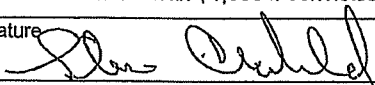
<b>Part A: Business Information</b>			
1. Legal Business Name (Individual name if sole proprietor) SYNERGY COMMUNITY COOPERATIVE			
2. Business Trade Name or DBA <i>Menomonie Cenex North</i>			
3. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor		<input type="checkbox"/> Partnership	
<input type="checkbox"/> Limited Liability Company		<input checked="" type="checkbox"/> Corporation	
<input type="checkbox"/> Nonprofit Organization			

<b>Part B: Individual Information</b>					
1. Last Name ACKERLUND		2. First Name STEVEN		3. M.I.	
4. Relationship to Business (Title) SECRETARY		5. Email STEVENACKER2002@YAHOO.COM		6. Phone (715) 962-4447	
7. Home Address N11014 CTY RD M					
8. City COLFAX		9. State WI	10. Zip Code 54730	11. Date of Birth <i>5-15-68</i>	
12. Drivers License/State ID Number <i>A264-7906-8175-01</i>			13. Drivers License/State ID State of Issuance <i>WI</i>		

<b>Part C: Address History</b>						
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application? . . . .					Years <i>55</i>	Months
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.						
Previous Address 1 N11014 CTY RD M		City COLFAX		State WI	Zip Code 54730	
Previous Address 2		City		State	Zip Code	
Previous Address 3		City		State	Zip Code	
Previous Address 4		City		State	Zip Code	
Previous Address 5		City		State	Zip Code	
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.						
State <i>WI</i>	County <i>Dunn</i>	State	County	State	County	
State	County	State	County	State	County	

Continued →

Part D: Criminal History		
1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
<b>READ CAREFULLY BEFORE SIGNING:</b> Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature 	Date 10-29-24

## Alcohol Beverage Individual Questionnaire

Date
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All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

<b>Part A: Business Information</b>	
1. Legal Business Name (Individual name if sole proprietor) SYNERGY COMMUNITY COOPERATIVE	
2. Business Trade Name or DBA <i>Menomonic Cenex North</i>	
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

<b>Part B: Individual Information</b>				
1. Last Name KNUTSON		2. First Name KYLE		3. M.I. L
4. Relationship to Business (Title) CEO		5. Email KYLEK@SYNERGYCOOP.COM		6. Phone (715) 949-1979
7. Home Address N10037 CTY RD M				
8. City COLFAX		9. State WI	10. Zip Code 54730	11. Date of Birth 07/11/72
12. Drivers License/State ID Number K532-5127-2251-02			13. Drivers License/State ID State of Issuance WI	

<b>Part C: Address History</b>							
1. Do you currently reside in Wisconsin? ..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application? ....			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Years</td> <td style="width: 50%;">Months</td> </tr> <tr> <td style="text-align: center;">29</td> <td style="text-align: center;">10</td> </tr> </table>	Years	Months	29	10
Years	Months						
29	10						
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1 N10037 CTY RD M		City COLFAX	State WI	Zip Code 54730			
Previous Address 2		City	State	Zip Code			
Previous Address 3		City	State	Zip Code			
Previous Address 4		City	State	Zip Code			
Previous Address 5		City	State	Zip Code			
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State WI	County DUNN	State WI	County CHIPPEWA	State IN	County JASPER	State WI	County BARRON
State	County	State	County	State	County	State	County

Continued →

**Part D: Criminal History**

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . .  Yes  No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

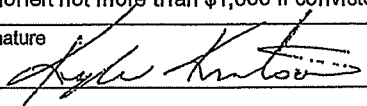
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . .  Yes  No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

**Part E: Attestation**

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 10-29-24
--	------------------

## Alcohol Beverage Appointment of Agent

<b>Agent Type</b> <i>(check one)</i>	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

<b>Part A: Business Information</b>	
1. Legal Business Name (individual name if sole proprietor) SYNERGY COMMUNITY COOPERATIVE	
2. Business Trade Name or DBA SYNERGY COOPERATIVE	
3. Entity Type <i>(check one)</i> <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization <i>(check one)</i> <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number N/A
6. Describe the reason for appointing a successor agent, if successor is checked above.	

<b>Part B: Agent Information</b>			
1. Last Name OLSON	2. First Name SARAH	3. M.I. J	
4. Email SARAH0@SYNERGYCOOP.COM		5. Phone (715) 607-0395	
6. Home Address E2224 570TH AVENUE			
7. City MENOMONIE	8. State WI	9. Zip Code 54751	10. Age 42
11. Drivers License/State ID Number O4257908268708		12. Drivers License/State ID State of Issuance WI	

<b>Part C: Agent Questions</b>	
1. Have you satisfied the responsible beverage server training requirement? ..... Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> ? ..... Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? ..... See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

*Continued* →

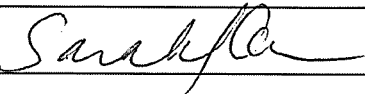
**Part D: Business Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name OLSON		First Name SARAH		M.I. J
Title STORE MANAGER	Email SARAH@SYNERGYCOOP.COM		Phone (715) 607-0395	
Signature			Date 10/24/20	

**Part E: Agent Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name OLSON		First Name SARAH		M.I. J
Signature 			Date 10/24/20	





City of  
**MENOMONIE**



**PAID**

[clerk@menomonie-wi.gov](mailto:clerk@menomonie-wi.gov)  
(715) 232-2221 Ext 1006  
800 Wilson Avenue  
Menomonie, WI 54751



**APPROVED**

### BARTENDER'S LICENSE APPLICATION

#### Fermented Malt Beverages & Intoxicating License Application

I hereby apply for a license to serve, from date hereof to June 30<sup>th</sup>, 20 25, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32 (2) and 125.68 (2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances, and regulations, Federal, State or Local, affecting the sale of such beverages and liquors if a license be granted to me.

Name: Sarah Jean Olson  
First Middle (Full) Last

Driver's License #: 0425-7908-2687-08 State: WI

Street Address: E 2224 570<sup>th</sup> Ave

City: Menomonie Zip Code: 54751

Date of Birth: 05-27-1982 Gender: Male / Female

Phone #: 715-607-0395 Email: sarah@synergycoop.com

Place of Employment: Synergy Cooperative, North Menomonie Cenex

I hereby authorize the Menomonie Police Department to furnish all information pertaining to my application for an operator's license to the licensing authorities of the City of Menomonie. This release is authorized with full understanding that the information will be safeguarded against unauthorized disclosure to any party not having a legitimate need for in the property discharge of official business of the City of Menomonie.

I hereby release the City of Menomonie, its officers and employees from any liability for damages which may result to me on account of compliance with the authorization.

Sarah Olson  
Applicant Signature

Fee: ~~Provisional: \$15.00 (Code 19 - \$15.00 License Fee)~~  
~~New License: \$40.00 (Code 19 - \$30.00 License Fee; Code 48 - \$10.00 Investigation Fee)~~  
Renewal: \$25.00 (Code 19 - \$15.00 License Fee; Code 48 - \$10.00 Investigation Fee)

BTC Course: SL189320 serverlicense.com Date Completed: 10-22-24

Receipt #: 1927

Form  
AB-200

Alcohol Beverage License  
Application



APPROVED

For Municipal Use Only	
Municipality	Menomonie
License Period	07/01/2024-06/30/2025

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer ..... \$ 200     Class "B" Beer ..... \$ 100
- "Class A" Liquor ..... \$ 500     "Class B" Liquor ..... \$ 500
- "Class A" Liquor (cider only) \$ 0     Reserve "Class B" Liquor \$ 10,000
- "Class C" Liquor (wine only) \$ 100

Fees	
License Fees	\$ 10,000.00
Background Check Fee	\$ 10
Publication Fee	\$ 8.50
<b>Total Fees</b>	<b>\$ 10,018.50</b>

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietorship) Corner Store MN LLC			
2. Business Trade Name or DBA Circle C			
3. FEIN 93-3129511		4. Wisconsin Seller's Permit Number 456-1031479831-02	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization WI		7. Date of Organization 08/29/2024	8. Wisconsin DFI Registration Number
9. Premises Address 2302 South Broadway			
10. City Menomonie		11. State WI	12. Zip Code 54751
13. County Dunn	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Menomonie		15. Aldermanic District
16. Premises Phone 715-235-4856	17. Premises Email cstoremn@gmail.com		18. Website
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. All alcohol beverages are stored on first floor with seperate area.			
20. Mailing Address (if different from premises address)			
21. City		22. State	23. Zip Code

Part B: Questions		
1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the details of violation below. Attach additional sheets if necessary.		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . .  Yes  No beverages.  
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . .  Yes  No  
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? . . . . .  Yes  No  
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . .  Yes  No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . .  Yes  No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . .  Yes  No

**Part C: Individual Information**  
 List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

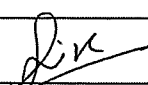
Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Karki Niroula	Sabina	Member	510-439-8168

**Part D: Attestation**

One of the following must sign and attest to this application:  
 • sole proprietor      • one general partner of a partnership      • one corporate officer      • one member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Karki Niroula	First Name Sabina	M.I.
Title Member	Email cstoremn@gmail.com	Phone 510-439-8128
Signature 		Date 10/04/2024

**Part E: For Clerk Use Only**

Date Application Was Filed With Clerk 10/09/2024	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk			Date Provisional License Issued (if applicable)

## Alcohol Beverage Individual Questionnaire

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

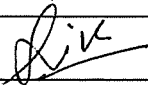
<b>Part A: Business Information</b>	
1. Legal Business Name (individual name if sole proprietor) Corner Store MN LLC	
2. Business Trade Name or DBA Corner Store	
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

<b>Part B: Individual Information</b>				
1. Last Name Karki Niroula		2. First Name Sabina		3. M.I.
4. Relationship to Business (Title) Managing Member		5. Email cstoremn@gmail.com		6. Phone 510-439-8128
7. Home Address W2555 State Road 29				
8. City Spring Valley		9. State WI	10. Zip Code 54767	11. Date of Birth 03/01/1982
12. Drivers License/State ID Number K625-7808-2581-03			13. Drivers License/State ID State of Issuance WI	

<b>Part C: Address History</b>							
1. Do you currently reside in Wisconsin? ..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application? ....			<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Years 3</td> <td style="width: 50%;">Months</td> </tr> </table>	Years 3	Months		
Years 3	Months						
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1 1402 N 9th St		City Clinton	State IN	Zip Code 47842			
Previous Address 2 552 40th St		City Richmond	State CA	Zip Code 94805			
Previous Address 3		City	State	Zip Code			
Previous Address 4		City	State	Zip Code			
Previous Address 5		City	State	Zip Code			
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State IN	County Vermillion	State	County	State	County	State	County
State CA	County Contra Costa	State	County	State	County	State	County

Continued →

Part D: Criminal History		
1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
<b>READ CAREFULLY BEFORE SIGNING:</b> Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature	Date
	10/21/2024



## Alcohol Beverage Appointment of Agent

<b>Agent Type</b> (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

<b>Part A: Business Information</b>	
1. Legal Business Name (individual name if sole proprietor) Corner Store MN LLC	
2. Business Trade Name or DBA Corner Store	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

<b>Part B: Agent Information</b>			
1. Last Name Karki Niroula	2. First Name Sabina	3. M.I.	
4. Email cstoremn@gmail.com		5. Phone 510-439-8128	
6. Home Address W2555 State Road 29			
7. City Spring Valley	8. State WI	9. Zip Code 54767	10. Age 42
11. Drivers License/State ID Number K625-7808-2581-03		12. Drivers License/State ID State of Issuance WI	

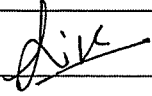
<b>Part C: Agent Questions</b>	
1. Have you satisfied the responsible beverage server training requirement? ..... Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> ? ..... Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? ..... See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →



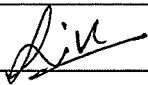
**Part D: Business Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Karki Niroula		First Name Sabina		M.I.
Title Member	Email cstoremn@gmail.com		Phone 510-439-8128	
Signature 			Date 10/21/2024	

**Part E: Agent Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Karki Niroula		First Name Sabina		M.I.
Signature 			Date 10/21/2024	

# Surrender of License

(letter to surrender previous license)

*To be filed with the City Clerk at the time a new application is submitted for a change of ownership for any liquor and/or beer establishment.*

The CLASS "A" BEER LICENSE & "CLASS A" LIQUOR (CIDER ONLY) license for the premise located at  
Class of License


2302 S. Broadway will be relinquished upon the  
Street Address

approval of the application and the issuance of a Reserve Class B license for the

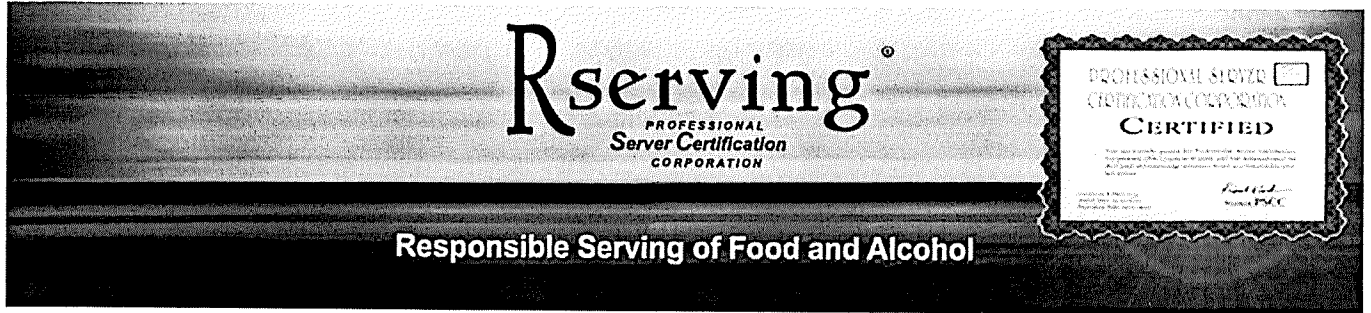
same premises and business, Corner Store MN, LLC  
License Applicant

There have been no convictions for violations during the current license year, nor are there any pending violations against the present licensee except as follows:

\_\_\_\_\_  
\_\_\_\_\_

  
Signature of Present License Holder

10/21/2024  
Date



# Wisconsin Responsible Serving of Alcohol

This certificate confirms that

## Sabina Karki Niroula

has successfully passed the Rservering Responsible Serving of Alcohol course of study.  
This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6) and 125.04 (5) (a) 5. Wis. Stats.

*NOT VALID*

Certificate #: PSCC10000707130  
Award Date: 02-28-2024  
Expiration Date: 02-27-2026



To verify this certificate, go to Rservering.com.

Robert Graham, President/CEO



State of Wisconsin  
Department of Financial Institutions

**ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY**

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

- Article 1.           **Name of the limited liability company:**  
CORNER STORE MN LLC
- Article 2.           **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**
- Article 3.           **Name and email address of the initial registered agent:**  
DEV BHUSAL  
noureen@admcpapc.com
- Article 4.           **Street address of the initial registered office:**  
W2555 State Road 29  
Spring Valley, WI 54767-8289  
United States of America
- Article 5.           **Street address of the principal office:**  
3571 DRISCOLL RD APT # 6  
RHINELANDER, WI 54501  
United States of America
- Article 6.           **Name and complete address of each organizer:**
- SABINA KARKI-NIROULA  
W2555 State Road 29  
Spring Valley, WI 54767-8289  
United States of America
- DEV BHUSAL  
16310 14th ST  
CYPRESS, TX 77429  
United States of America
- SUMAN KANDEL  
3571 DRISCOLL RD APT # 6  
RHINELANDER, WI 54501  
United States of America
- Other provisions (optional). (No other provisions declared.)
- Other Information.   **This document was drafted by:**  
DEV BHUSAL  
Not executed in Wisconsin

**Organizer Signature:**

DEV BHUSAL

**Date & Time of Receipt:**

8/28/2023 3:01:23 PM

**OSB Number:**

158027

16200 Dallas Parkway  
Suite 190  
Dallas, TX 75248  
SBA Department, Phone:972-720-9000

## Monthly Payment Statement

Bill For: 09/05/2024  
Payment Amount: \$7,382.99  
Statement Date: 08/15/2024  
Loan Number: 400512900  
SBA Number: 5330659108  
Interest Rate: 10.000000%  
Payment Due Date: 09/05/2024

Corner Store MN LLC  
W2555 State Road 29  
Spring Valley, WI. 54767

Unpaid Late Charges: \$0.00  
Other Charges: \$0.00  
OverPayments: \$0.00  
Escrow: \$0.00  
Total: \$7,382.99

Balance before Payment: \$805,337.70

**Include an additional \$369.15 late fee if not paid before the 15th**

PaymentActivity

Customer Service: 972-720-9000

Date	Description	Principal	Interest	Escrow	LateCharge	Fees/Other	Total
08/05/2024	Payment	538.56	6,844.43	0.00	0.00	0.00	7,382.99
07/05/2024	Payment	753.16	6,629.83	0.00	0.00	0.00	7,382.99

Principal Balance on 08/15/2024 805,337.70

**Privacy Notice:** Federal Law requires us to tell you how we collect, share and protect your personal information. Our privacy policy has not changed and you may review our policy and practice with respect to your personal information at [www.t.bank](http://www.t.bank) or we will mail you a free copy upon request if you call us at 972-720-9000.

- - - [ Detach ] - - -  
Payment Notice

### T Bank, NA

SBA Department  
16200 Dallas Parkway  
Suite 190  
Dallas, TX 75248

CORNER STORE MN LLC

Bill For: 09/05/2024  
Payment Amount: \$7,382.99  
Statement Date: 08/15/2024  
Loan Number: 400512900  
SBA Number: 5330659108  
Interest Rate: 10.000000%  
Payment Due Date: 09/05/2024

Unpaid Late Charges: \$0.00  
Other Charges: \$0.00  
OverPayments: \$0.00  
Escrow: \$0.00  
Total: \$7,382.99

Balance before Payment: \$805,337.70

**Include an additional \$369.15 late fee if not paid before the 15th**

**DO NOT PAY - Your payment will automatically be deducted from your account.**



A decorative border consisting of a series of small, repeating geometric shapes (squares and rectangles) arranged in a rectangular frame around the central text.

# Company Agreement

of

**CORNER STORE MN LLC**

**Formed Under the Laws of  
the State of Wisconsin**

## Contents

Exhibit 1 - Member(s) List, Capital Contribution, Membership Date & Membership Interest

Exhibit 2 - Manager(s) List

Exhibit 3 - Adopting Resolution

### Company Agreement of CORNER STORE MN LLC

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1.1 Formation	5.4 Indemnification
1.2 Name	5.5 Resignation
1.3 Purpose	5.6 Removal
1.4 Management of the Company	5.7 Vacancies
1.5 Registered Agent	5.8 Compensation
1.6 Principal Office of the Company	5.9 Meetings
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2.2 Capital Accounts	<b>Article 6 – Membership Interests &amp; Transfer</b>
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2.6 Interest on Capital Contributions	6.4 New Issue
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4.3 Member Delegation	8.1 Records to be Maintained
4.4 Powers of Employees and Agents	8.2 Inspection of the Books & Records
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4.7 Meetings	9.2 Severability
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5.2 Manager Delegation	

## Exhibit 1

Member(s) of

**CORNER STORE MN LLC**

**A Limited Liability Company**

<b>Member</b>	<b>Capital Contributions (Cash, Property, Service)</b>	<b>Membership Interest (Percentage or Units)</b>
1. DEV BHUSAL 16310 14 <sup>th</sup> ST. CYPRESS, TX - 77429	\$180.00	180%/ 180Units
	<b>Date of Membership:</b>	August 28, 2023
2. SABINA KARKI-NIROULA W2555 STATE RD 29. SPRING VALLEY, WI - 54767	\$640.00	64%/ 640Units
	<b>Date of Membership:</b>	August 28, 2023
3. SUMAN KANDEL 3571 DRISCOLL RD. APT # 6. RHINELANDER, WI - 54501	\$180.00	18%/ 180Units
	<b>Date of Membership:</b>	August 28, 2023

**Exhibit 2**

**Manager(s) of**

**CORNER STORE MN LLC**

**A Limited Liability Company**

<b>Manager (Name and Address)</b>	<b>Title (If Applicable)</b>	<b>Date Elected</b>
1. DEV BHUSAL 16310 14 <sup>th</sup> ST. CYPRESS, TX - 77429	Member	August 28, 2023
2. SABINA KARKI-NIROULA W2555 STATE RD 29. SPRING VALLEY, WI - 54767	Member	August 28, 2023
3. SUMAN KANDEL 3571 DRISCOLL RD. APT # 6. RHINELANDER, WI - 54501	Member	August 28, 2023


## Exhibit 3

### CORNER STORE MN LLC

### A Limited Liability Company

IN WITNESS WHEREOF, all the Member(s) of the aforementioned Limited Liability Company hereby adopt this Company Agreement and agree to be legally bound by its provisions as of the date below.

Dated: August 28, 2023

  
\_\_\_\_\_  
DEV BHUSAL/ Signature

  
\_\_\_\_\_  
SABINA KARKI-NIROULA/ Signature

  
\_\_\_\_\_  
SUMAN KANDEL/ Signature

**Company Agreement**  
**of**  
**CORNER STORE MN LLC**

**Article 1 - Formation**

**1.1 Formation**

The Member(s) hereby establishes a limited liability company subject to the laws of the State in which the Company is formed by filing the Formation Document with the appropriate State Authority. The Formation Document sets forth the Company name, initial Member(s), purpose, duration if not perpetual, registered agent and office and any other lawful provisions which may be filed with the document.

**1.2 Name**

The Member(s) intend to conduct the business of the Company under the name set forth in the Formation Document. The Company may also conduct business under any other permissible name designated by its Member(s).

**1.3 Purpose**

The Company may engage in any lawful business permitted under the laws of any jurisdiction in which the Company may transact such business.

**1.4 Management of the Company**

The Company shall be managed either by its Member(s) or Manager(s) as stated on the Formation Document filed with the appropriate State Authority and shall be subject to the laws of that State. Article 4 of this Agreement sets forth management by its Member(s). Article 5 of this Agreement sets forth management by its Manager(s).

**1.5 Registered Agent**

The Company will maintain a registered agent on file with the appropriate State Authority for the service of process. The registered agent may be an individual of legal age or a business entity registered to do business in the State and must have a physical address in said State for the service of process. The initial registered agent and address is set forth in the Formation Document. The Company will file any change in its registered agent with the appropriate State Authority no later than required by law.

**1.6 Principal Office of the Company**

The principal office of the Company shall be located at any location as the Member(s) or Manager(s) may determine. A resolution for such office is incorporated herein by reference. The Company may have additional business offices within its State and where it may be duly authorized to do business outside of the State.



### **1.7 Accounting Method & Fiscal Year**

The Company shall use an accounting method that adheres to generally accepted accounting principals and shall use a calendar year for its fiscal year. A different fiscal year may be set by resolution of the Member(s) or Manager(s).

## **Article 2 – Member Contributions to Capital**

### **2.1 Capital Contributions**

The Member(s) shall make Capital Contributions to the Company upon formation. The Company shall issue Certificates representing ownership of a Membership Interest in the Company unless the Member(s) resolve to issue Uncertificated Membership Interest by amending this Agreement.

### **2.2 Capital Accounts**

The Company shall establish and maintain a Capital Account for each Member. The Capital Accounts shall be maintained in accordance with the laws of the State and as in U.S. Treasury Regulation 1.704-1.

### **2.3 Withdrawal of Capital**

The Member(s) shall not be entitled to withdraw any part of the Member's Capital Contribution or to receive any distribution from the Company, except as provided by this Agreement.

### **2.4 Additional Capital Contributions**

Member(s) is/are not required to make any additional capital contributions, except as provided in this Agreement.

### **2.5 Member Default in Capital Contributions**

Any Member who fails to make a Capital Contribution when due will be considered in default, and the Company may exercise all legal rights under State law to collect from the defaulting Member.

### **2.6 Interest on Capital Contributions**

No interest shall be due on any Capital Contribution of any Member.

### **2.7 Limitation on Liability of Member(s)**

Except as otherwise expressly required by applicable law or under this Agreement, no Member, Manager, employee or agent of the Company shall be personally obligated for any debt or liability of the Company or any debt or liability of another Member, Manager, employee or agent of the Company by reason of being a member or acting in the capacity of a Manager, employee or agent of the Company. A Member, Manager, employee or agent shall be personally obligated for any debt or liability he/she expressly assumes in writing.

## **Article 3 – Allocation of Profits & Losses**

### **3.1 Profits/Losses**

On an annual basis the Company's net profits or net losses will be allocated to the Member(s) in proportion to their relative capital interest in the Company as set forth in Exhibit 1, as amended from time to time. Said allocations will be made in accordance with the laws of the State and in accordance with the U.S. Treasury Regulation 1.704 and any amendments thereto.

### **3.2 Distributions**

Except as provided for in this Agreement, the Company will determine and distribute Available Funds on an annual basis or at more frequent intervals as determined by resolution of the Member(s) or Manager(s). Available Funds, as referred to herein, shall mean the net cash of the Company available after appropriate provisions are made for expenses, liabilities and adequate reserves of the Company, as determined by the Member(s) or Manager(s).

### **3.3 Distributions in Regard to Loans**

Distributions will first be made to any Member(s) in repayment of any loans by said Member(s) to the Company including any principal owed and unpaid interest thereon. The Company reserves the right to offset any loan or other indebtedness of a Member(s) to the Company against any Distributions until such loan or indebtedness is deemed to be canceled or discharged.

### **3.4 Distributions in Kind**

A Member is entitled to receive or demand a distribution from the Company only in the form of cash, regardless of the form of said Member's contribution to the Company.

## **Article 4 – Member's Powers & Duties**

### **4.1 Members**

The name, place of residence, Capital Contribution and date of Membership of each Member is attached as Exhibit 1 and incorporated herein by reference. Except as provided in this Agreement, a Member may not withdraw or be expelled from the Company.

### **4.2 Management**

Except as otherwise provided by this Agreement, the Member(s) shall have complete authority over all the business, investment, or other activities and affairs of the Company. Any Member may bind the Company except in cases where said binding contradicts this Agreement or contradicts any prior resolutions of the Company.

### **4.3 Member Delegation**

Member(s) may delegate any of the Members' powers and authority to an officer, employee or agent by written resolution. The delegate shall retain such powers, authority and title set forth in said resolution until said resolution is amended, modified or revoked or upon the delegate's death, resignation or removal by the Member(s). The Member remains responsible for the decisions made by such delegate.

#### **4.4 Powers of Employees and Agents**

No employee or agent of the Company shall have any power or authority to bind the Company in any way unless expressly authorized in writing by the Member(s) or this Agreement.

#### **4.5 Voting**

Except as otherwise provided in this Agreement, all actions or decisions relating to the management and operation of the Company shall be made by a majority Membership Interest of the Company.

#### **4.6 Vote by Proxy**

A Member may vote by proxy provided such consent is in writing and states the specific proposal and meeting to which the proxy applies. A Member may also vote by proxy on all matters provided such consent is in writing and is not for more than one (1) year from the date of such proxy. Any proxy shall be revocable and is not in effect at any meeting in which the proxy Member is in attendance.

#### **4.7 Meetings**

Any Member may call a meeting to consider approval of an action or decision under any provision of this Agreement. Any such meeting shall be held during regular business hours at the Company's principal place of business. An alternate location may be used for such meeting provided all the Member(s) agree to such location.

#### **4.8 Notice of Meetings**

Any Member calling a meeting is required to deliver notice of the time and purpose of such meeting at least ten (10) days prior to the day of such meeting. A Member may waive the notice requirement either by attending said meeting or by signing a waiver of notice before or after said meeting.

#### **4.9 Action in Lieu of Meeting - Consent to Action**

Any action or decision may be authorized by the consent of the Member(s) having at least the number of votes necessary to take action at a normal meeting. A Member's consent must be evidenced by their signature on a written resolution for the said proposal or a separate document stating the Member's specific consent to said proposal.

#### **4.10 Indemnification**

Each Member shall indemnify the Company for any losses, judgments, liabilities and expenses (including reasonable attorney fees) resulting from such Member's gross negligence and/or willful conduct. Additionally the Company shall indemnify any Member to the fullest extent permitted by law in the State against any losses, judgments, liabilities and expenses (including reasonable attorney fees) incurred for any act or omission of Company business provided said act or omission was performed or omitted in good faith, believed to be lawful and in the best interest of the Company. The Company may also, at its discretion, indemnify its employees and other agents by a vote of the Members owning a majority membership interest.

## **Article 5 – Manager’s Powers & Duties**

### **5.1 Manager Management**

The number of Manager(s) of the Company shall be set from time to time by unanimous affirmative vote of the Member(s) but shall never be less than one. The name, place of residence and title (if applicable) of each Manager is attached as Exhibit 2 and is incorporated herein by reference. The Manager(s) shall have complete authority over all the activities and affairs of the Company except where Member approval is expressly required by applicable law or this Agreement. Except as provided for in this Agreement, Member(s) shall not take part in control, management, direction, and operation of the Company or have the power to bind the Company, except where expressly granted that authority by law or this Agreement.

### **5.2 Manager Delegation**

Manager(s) may delegate any of the Managers’ powers and authority to an agent, employee or officer by written resolution. The delegate shall retain such powers, authority and title set forth in said resolution until said resolution is amended, modified or revoked or upon the delegate’s death, resignation or removal by the Manager(s). The Manager remains responsible for the decisions made by such delegate.

### **5.3 Powers of Employees and Agents**

No employee or agent of the Company shall have any power or authority to bind the Company in any way unless expressly authorized in writing by the Member(s) or this Agreement.

### **5.4 Indemnification**

Each Manager shall indemnify the Company for any losses, judgments, liabilities and expenses (including reasonable attorney fees) resulting from such Manager’s gross negligence and/or willful conduct. Additionally the Company shall indemnify any Manager to the fullest extent permitted by law in the State against any losses, judgments, liabilities and expenses (including reasonable attorney fees) incurred for any act or omission of Company business provided said act or omission was performed in good faith, believed to be lawful and in the best interest of the Company. The Company may also, at its discretion, indemnify its employees and other agents by a majority vote of the Managers.

### **5.5 Resignation**

Any Manager may resign at any time by giving written notice to the Member(s). The resignation will take place at the time set forth in said written notice. The resignation of a Manager who is also a Member shall not affect that person’s rights as a Member and shall not constitute a withdrawal of his/her Membership in the Company.

### **5.6 Removal**

Any or all of the Managers of the Company may be removed by an affirmative vote of the majority in Membership Interests at a Member(s) meeting called expressly for that purpose. The removal of a Manager who is also a Member shall not affect that person’s rights as a Member and shall not constitute a withdrawal or dissociation of his/her Membership in the Company.

### **5.7 Vacancies**

Any vacancy in the number of Manager(s) of the Company may be filled by an affirmative vote of a majority of the Manager(s). If there are no remaining Managers, the vacancy shall be filled by the Company's Member(s). If the vacancy is a result of an increase in the number of Managers, it may be filled through an election at the annual or a special meeting of the Company.

### **5.8 Compensation**

Managers shall be entitled to compensation commensurate with the value of their services. The salaries and other compensation of the Manager(s) shall be set and/or adjusted by affirmative vote of the majority in Membership Interests of the Member(s). The Company will also reimburse the Manager(s) or Member(s) for all direct out-of-pocket expenses incurred by them in their operation of the Company.

### **5.9 Meetings**

Any Manager may call a meeting to consider approval of an action or decision under any provision of this Agreement. Any such meeting shall be held during regular business hours at the company's principal place of business. An alternate location may be used for such meeting provided all the Manager(s) agree to such location.

### **5.10 Notice of Meetings**

Any Manager calling a meeting is required to deliver notice of the time and purpose of such meeting at least ten (10) days prior to the day of such meeting. A Manager may waive the notice requirement either by attending said meeting or by signing a waiver of notice before or after said meeting.

### **5.11 Action in Lieu of Meeting - Consent to Action**

Any action or decision may be authorized by the majority consent of all the Manager(s) of the Company. A Manager's consent must be evidenced by their signature on a written resolution for the said proposal or a separate document stating the Manager's specific consent to the specific proposal or a facsimile thereof.

### **5.12 Voting**

Except as otherwise provided in this Agreement, all actions or decisions relating to the management and operation of the Company shall be made by a majority of the Manager(s) or their delegates as the case may be.

## **Article 6 – Membership Interests & Transfer**

### **6.1 General Restriction**

A Member or Assignee may not transfer any portion of his/her Membership Interests except as provided for in this Agreement. In this Agreement, "transfer" includes, but is not limited to, any sale, assignment, gift, exchange, hypothecation or collateral assignment.

### **6.2 Certificated Membership Interest**

The Membership Interest in the Company shall be certificated. Said Certificate shall provide the State, Member's name, the number, group and class of Membership Interests (if applicable),

designation of series (if applicable), any restriction on transfer and provide for the assignment or transfer of such Membership Interests. A duly authorized representative of the Company must also sign and deliver said Certificate upon issue to the Member. The Member(s) or Manager(s) may make Membership Interest Uncertificated by amending this Agreement to that effect and by complying with any notice requirements to Member(s) under the laws of the State.

### **6.3 Classes or Groups of Member(s) or Membership Interests**

The Company may establish different classes or groups of Members or Membership Interests. Such classes or groups must comply with the laws of the State and must expressly state the relative rights, powers, and duties, including voting rights of each class or group.

### **6.4 New Issues**

The Member(s) and/or Manager(s) may issue new Membership Interests to any person with the approval of all the Member(s) of the Company subject to the limitations in this Agreement. The Company shall update its records and the records of the State, if required by law, with any new Member(s) within 30 days of admission.

### **6.5 Transfer**

Subject to the limitations in this Agreement, a Member shall have the right to transfer or assign all or part of his/her Membership Interests by executing all documents and instruments necessary and appropriate in the opinion of the Company counsel to affect the transfer. The transferee will be known as an Assignee until or unless admitted as a substitute Member under this Agreement.

### **6.6 Assignee**

An Assignee of Membership Interests shall only be entitled to receive distributions from the Company and be allocated Profits or Losses commensurate with the transferred Membership Interests effective on the date of transfer. All Member rights attributable to the transferred Membership Interests shall terminate and for the purposes of votes, consents to action or management participation in the Company, the Membership Interests of the remaining Members' Interests will be adjusted proportionately until such time, if any, the Assignee becomes a substitute Member.

### **6.7 Conditions on Transfer**

No transfer of Membership Interests, whether by a Member or Assignee, may be made until such transfer conforms with the laws of the State and the laws of the United States of America. It is the responsibility of the transferring Member or Assignee to obtain an opinion of the Company counsel to such effect. No transfer of Membership Interests may be made that will cause the termination, dissolution or cancellation or create an obligation to terminate, dissolve or cancel the Company's formation. No transfer of Membership Interest may be made until Assignee either pays or becomes obligated to pay all reasonable expenses connected with such transfer. No transfer of Membership Interest may be made until Assignee confirms in writing to be bound by this Agreement and all amendments thereto.

### **6.8 Admission of Assignees as Substitute Members**

An Assignee may become a substituted Member in the Company by obtaining the written consent of all the Member(s) and/or Manager(s) and by executing any documents or instruments said Member(s) and/or Manager(s) deem necessary for such admission. Upon admission to the Company, the Assignee gains all powers and duties commensurate with his/her Membership



Interests. The Company shall update its records and the records of the State, if required by law, with any substituted Member(s) within 30 days of admission.

#### **6.9 Death, Incompetence or Bankruptcy of a Member**

Subject to this Agreement, on the death, adjudicated incompetence or bankruptcy of a Member, the successor of the Membership Interests will be considered an Assignee.

## **Article 7 – Dissolution**

### **7.1 Triggering Events**

The Company shall be dissolved and commence winding up upon any of the following events:

- a) The Member(s) and Manager(s) unanimous agreement to dissolve the Company
- b) The sale or transfer of all or substantially all of the property of the Company
- c) The bankruptcy or insolvency of the Company
- d) Any event that makes it either unlawful or impractical to carry on the Company

### **7.2 Liquidation**

Upon dissolution the Member(s) or Manager(s) shall commence liquidation. All assets of the Company are to be sold or distributed at their fair market value and the proceeds used to discharge the following in order of priority:

- a) To the payment of debts and liabilities of the Company
- b) For setting up of any reserves necessary for unforeseen liabilities or obligations
- c) For repayment of loans or debts to any Member or Assignee
- d) to Member(s) in the amount of their adjusted Capital Account balances on the date of distribution

Upon completion of the liquidation, the Company shall prepare and file the appropriate dissolution document in the State.

## **Article 8 – Books & Records**

### **8.1 Records to be Maintained**

The Company shall maintain complete and accurate books of account of the Company's affairs at its principal place of business. These records shall contain the following:

- a) a copy of the Formation Documents and any amendments thereto
- b) The Company Agreement and any amendments thereto
- c) A list of the names, addresses, date of Membership and Capital Contribution of each Member
- d) A list of the names and addresses of any Assignees of Membership Interests
- e) A list of the name, address and title (if applicable) of each Manager of the Company
- f) The Company's federal, state and local income tax records for the preceding three years
- g) Minutes of all meetings and any proxies used for voting at such meetings

## **8.2 Inspection of the Books & Records**

Each Member shall have the right to inspect any records maintained under this Agreement subject to the restrictions stated below:

- a) The demand for inspection must be in writing and state the purpose for such inspection
- b) The inspection and/or copying must be done during regular business hours
- c) The demand must allow for a reasonable time to make the information available for inspection
- d) The inspection and/or copying will be done at the requesting Member's own expense

# **Article 9 – General Provisions**

## **9.1 Entire Agreement and Amendments**

This Agreement constitutes the entire Agreement between the Member(s) and/or Manager(s). Amendments to this Agreement require an affirmative vote by all the Member(s) of the Company on a written resolution. Exhibit 3 is a written resolution adopting this Agreement by the Member(s) of the Company and is incorporated herein by reference.

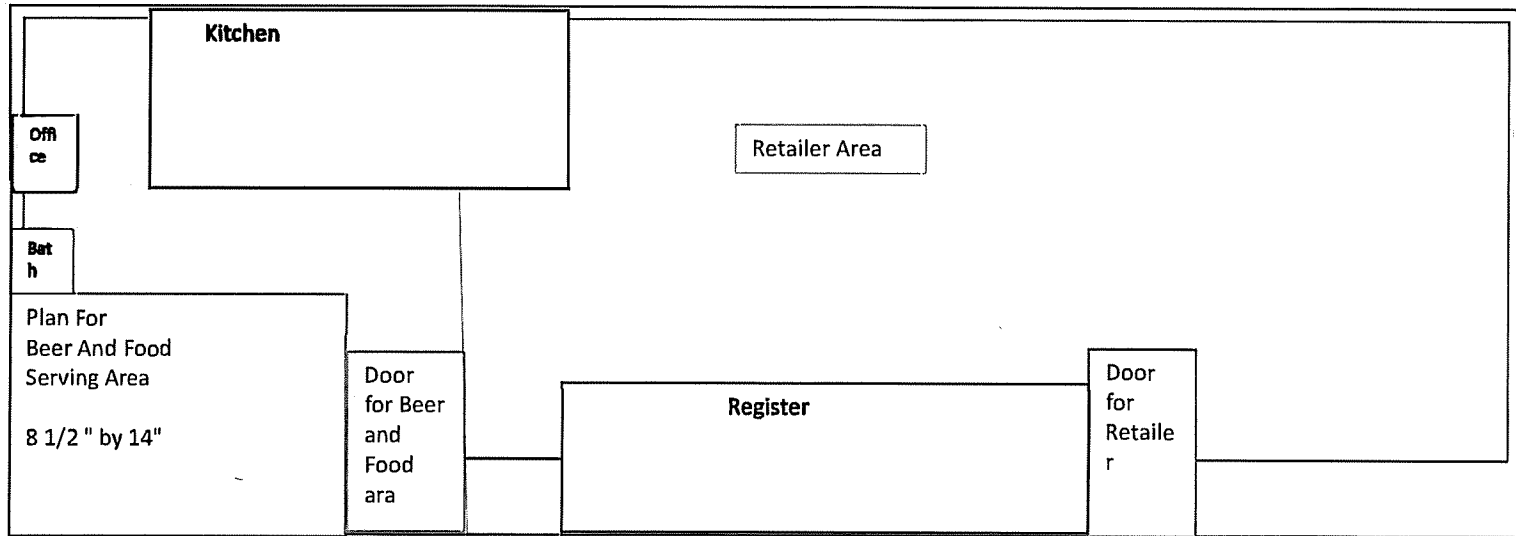
## **9.2 Severability**

If any portion of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as if that invalid or unenforceable portion were omitted.

## **9.3 Definitions**

As used in this Agreement, capitalized words or phrases shall have the following meaning:

- a) **Company** means the Limited Liability Company governed by this Agreement
- b) **Formation Document** means the document(s) originally filed with the appropriate State Authority more commonly known as Articles of Organization or Certificate of Formation.
- c) **Agreement** means all of the provisions of this Company Agreement. In some States such an Agreement is known as an Operating Agreement.
- d) **State** means the state in which the Company was initially formed and the laws by which it is governed
- e) **State Authority** means the office of state government tasked with forming, incorporating or organizing new entities and is commonly the Secretary of State.
- f) **Member** means any person who is a member of the Company either by virtue of being on the Formation Document or by becoming a Member through the provisions of this Agreement. Exhibit 1 is a list of the Member(s) and is incorporated herein by reference.
- g) **Manager** means any person elected to manage the Company pursuant to this Agreement. Exhibit 2 is a list of the Manager(s) and is incorporated herein by reference.
- h) **Membership Interests** means either the unit or percentage ownership by a Member in the Company.





# On-the-Go breakfast

**#1 breakfast BISCUIT**

Biscuit with Sausage, Egg & Cheese  
\$3.99  
Biscuit with Sausage, Egg & Cheese  
\$2.49



**#2 MEGA breakfast BISCUIT**

Mega Biscuit with Sausage, Egg & Cheese  
\$5.99



**#3 biscuit & GRAVY**

1 Biscuit & Sausage Gravy  
\$3.49  
2 Biscuit & Sausage Gravy  
\$4.49



**#4 breakfast BURRITO**

Burrito with Sausage, Sausage Gravy & Egg  
\$4.99



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**Corner Store & Deli**  
2302 Broadway St S  
Menomonie, WI 54751  
715-235-4856



# Wingman PIZZA

## 1-TOPPING PIZZAS

\$9.99 14" | \$4.99 7"

5 CHEESE BLEND	2070/520 cal
PEPPERONI	2340/570 cal
ITALIAN SAUSAGE	2460/610 cal
BACON	2340/620 cal

## FIRST CLASS PIZZAS

\$11.99 14" | \$5.49 7"

3 MEAT PIZZA	2470/670 cal
Pepperoni, Italian Sausage & Bacon	
BBO CHICKEN PIZZA	2270/610 cal
BUFFALO CHICKEN PIZZA	2220/590 cal
CHICKEN BACON RANCH	2730/880 cal

**YOU'RE THE PILOT**  
Pick the toppings: up to 5

ADD A SAUCE CUP! \$0.59  
DIP, DUNK OR DRIZZLE!

**BREAKFAST PIZZA** Sausage Gravy w/ Bacon, Egg & Cheese

\$11.99 14" ORIGINAL CRUST

7" PERSONAL SIZE \$5.49





Corner Store & Deli Menomonee, WI 54751  
715-235-4856



**box**  
Includes:  
Battered Filets  
& Dipping Sauce

**SIDES**

Chicken \$2.69  
Other Sides

**CHICKEN**

**Big & Juicy CHICKEN SANDWICH**

Box \$7.99  
Sandwich Only \$5.99



**2 PC TENDERS**

Box \$6.49  
Chicken Only \$4.49

**3 PC TENDERS**

Box \$7.49  
Chicken Only \$5.49

**8 PC DIPPERS**

Box \$6.99  
Chicken Only \$4.99



**COOPER'S EXPRESS**



**COOPER'S EXPRESS**

**FAVORITES**

**5 6PC SHRIMP**

Box \$6.99  
Shrimp Only \$4.99

**6 2PC CHICKEN**

Box \$6.49  
Chicken Only \$4.49

**DIPPING SAUCE**

Artichoke	1.99	Hot	1.99
Barbecue	1.99	Hot	1.99
Beef	1.99	Hot	1.99
Buffalo	1.99	Hot	1.99
Cheddar	1.99	Hot	1.99
Chili	1.99	Hot	1.99
Garlic	1.99	Hot	1.99
Hot	1.99	Hot	1.99
Italian	1.99	Hot	1.99
Mustard	1.99	Hot	1.99
Onion	1.99	Hot	1.99
Pepper	1.99	Hot	1.99
Queso	1.99	Hot	1.99
Tomato	1.99	Hot	1.99
Worcestershire	1.99	Hot	1.99

**FAMILY MEALS**

8 TENDERS	12 TENDERS
\$14.99	\$24.99
\$17.99	\$27.99

Corner Store & Deli 2102 Broadway St S  
Menomonee, WI 54751  
715-235-4856

PI  
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PEI  
SAL  
BAG  
CHIC  
14" F  
7" PI  
CHEE  
SAUS  
MINI



BROASTED CHICKEN

2 PIECE CHICKEN-\$5.49:

1 BREAST & 1 WING WITH 4 JOJOS OR

1 THIGH & 1 LEG WITH 4 JOJOS

4 PIECE CHICKEN-\$8.99:

1 BREAST, 1 THIGH, 1 LEG & 1 WING WITH 6 JOJOS

8 PIECE CHICKEN-\$16.99:

2 BREASTS, 2 THIGHS, 2 LEGS & 2 WINGS WITH 12 JOJOS

12 PIECE CHICKEN-\$21.99:

3 BREASTS, 3 THIGHS, 3 LEGS & 3 WINGS WITH 16 JOJOS

16 PIECE CHICKEN-\$29.99:

4 BREASTS, 4 THIGHS, 4 LEGS & 4 WINGS WITH 20 JOJOS

ABSOLUTELY NO SUBSTITUTIONS!!

FRESH CHICKEN STRIP BASKETS

3PC W/4 JOJOS-\$6.99

4PC W/6 JOJOS-\$8.99

8PC W/12 JOJOS-\$11.99

12PC W/12 JOJOS-\$16.99

16PC W/20 JOJOS-\$24.99