

# CITY OF MENOMONIE COUNCIL MEETING CITY COUNCIL CHAMBERS

7:00 PM

Monday – January 6, 2025



City of Menomonie 800 Wilson Ave 1st Floor

#### **AGENDA**

#### Pledge of Allegiance

- 1. Roll Call & Special Recognitions
  - a. Walldogs Proclamation
  - b. Martin Luther King Jr. Day Proclamation
- 2. Approval of Minutes
- 3. Public Comments
- 4. New Business
  - a. Proposed 2025-2027 Cross Connection Agreement with HydroCorp discussion and possible action.
  - b. Proposed 2025 Senior Center Lease Agreement discussion and possible action.
  - c. Human Trafficking Proclamation and Presentation by the Bridge to Hope discussion only.
  - d. PILOT check presentation and HACOM update (Rebecca Kralewski) discussion and possible action
- 5. Budget Transfers
- 6. Mayor's Report
- 7. Communications and Miscellaneous Business
  - a. Next January City Council Meeting will be <u>Tuesday</u>, January 21.
- 8. Claims
- 9. Licenses
  - a. Normal license list discussion and possible action
- 10. Adjourn

#### "PUBLIC ACCESS"

NOTE: Members of the public may continue to view City Council meetings via Zoom Teleconference /Video Conference or, over the internet by going to <a href="https://zoom.us/join">https://zoom.us/join</a> (URL for Zoom meeting), or by calling

1 312 626 6799. The Access Code for the meeting is 881 2520 5792. Please note: this is for <u>viewing</u> purposes **ONLY.** If you wish to participate, you must appear in person at the meeting.

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

### City Council Agenda Staff Comments Monday – January 6, 2025



#### 4. New Business

- A. The Water Utility and Administration are presenting a proposed three-year Professional Service Agreement with HydroCorp to continue inspections and monitor cross-connection compliance of commercial and industrial customers connected to the city water distribution system. Commercial and industrial customers need to be inspected every two years, and due to their complex nature, an outside firm is recommended to complete those services. Residential customers are inspected on a ten-year rotation per DNR requirements, which the Water Department will be completing with in-house staff. HydroCorp has been providing these services, which the administration recommends extending at an annual cost of \$34,164.00 and a total cost of \$102,492.00 for the three-year term. The Water Utility Supr. and Director of Public Works will be in attendance to answer Council questions. If the Council supports the agreement, the appropriate action is a motion to *Approve the Agreement between the City of Menomonie, Beginning on January 1, 2025, and Ending on December 31, 2027.* (roll call vote)
- B. The lease agreement with the Menomonie Area Senior Center, Inc. expired on December 31, 2024, and is due for renewal with the City. The lease is for the calendar year of 2025. If the Council supports the lease, a motion to *Approve the presented lease with the Menomonie Area Senior Center, Inc.* would be the appropriate action. (simple majority vote)
- C. Mayor Knaack will proclaim Saturday, January 11, 2025, as Human Trafficking Awareness Day. The Bridge to Hope's Executive Director, Molly Mooridian, will conduct a presentation about Human Trafficking. No action is needed.
- D. Rebecca Kralewski of the Menomonie Housing Authority will be at the meeting to present their annual payment in lieu of taxes (PILOT) to the City Council. If the Council supports the payment the appropriate motion would be: *Motion to Approve Accepting the Payment from the Menomonie Housing Authority in Lieu of Taxes.* (simple majority vote)

#### 5. Budget Transfers

No budget transfer request have been received as of this writing. If any 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 <u>Tuesday</u>, 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

No normal license applications have been received as of this writing. If any additional licenses are identified prior to the meeting, a revised list will be distributed before the meeting. In that case, the appropriate motion would be to *Approve the Revised Normal License List, as Presented* (Simple Majority).



# MAYOR'S PROCLAMATION WALLDOGS EVENT

#### Menomonie, WI

WHEREAS, the Walldogs are a collective of talented mural artists from around the world who come together to create public art that enriches communities, beautifies spaces, and preserves local history;

WHEREAS, the Walldogs events foster community pride, collaboration, and engagement by involving residents, businesses, and organizations in the planning, execution, and celebration of the murals;

WHEREAS, hosting a Walldogs event provides an opportunity to showcase the unique culture, history, and character of our community through professional and artistically crafted murals;

WHEREAS, the murals created during a Walldogs event serve as lasting landmarks that attract visitors, promote tourism, and contribute to the economic and cultural vitality of the area;

WHEREAS, the event itself generates positive energy and unity, bringing people of all ages and backgrounds together to participate and celebrate art and community spirit;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Menomonie, Wisconsin, fully supports the hosting of a Walldogs event in Menomonie and commits to:

- 1. Collaborating with local stakeholders, artists, and businesses to plan and execute the event;
- 2. Providing logistical resources as deemed feasible to ensure the success of the event;
- 3. Encouraging community involvement and volunteerism to maximize the impact and inclusivity of the event; and
- 4. Celebrating the completion of the murals as a milestone in strengthening our community's cultural heritage and artistic legacy.

**BE IT FURTHER RESOLVED**, that this resolution affirms our commitment to fostering a vibrant and welcoming environment where art and culture thrive for the benefit of residents and visitors alike.

ADOPTED this 6th day of January 2025 by Mayor Randy Knaack.

Mayor Randy Knaack	_



## MAYOR'S PROCLAMATION MARTIN LUTHER KING JR. DAY

#### Menomonie, WI

WHEREAS, the Rev. Dr. Martin Luther King Jr. dedicated his life to the pursuit of justice, equality, and dignity for all people, becoming a beacon of hope and a champion of civil rights through his unwavering commitment to nonviolence and love;

WHEREAS, Dr. King's leadership in the Civil Rights Movement led to historic milestones, including the Civil Rights Act of 1964 and the Voting Rights Act of 1965, which have profoundly shaped our nation's ongoing journey toward equality and justice;

WHEREAS, Dr. King's teachings and legacy remind us of the moral imperative to confront racism, poverty, and inequality and to seek a society where every individual is judged not by the color of their skin but by the content of their character;

WHEREAS, the third Monday in January has been designated as Martin Luther King Jr. Day, a federal holiday to honor Dr. King's life and legacy and to inspire Americans to engage in community service and acts of kindness;

WHEREAS, this day serves as a call to action for all citizens to continue Dr. King's work by fostering unity, promoting justice, and building stronger communities;

NOW, THEREFORE, I, Mayor Randy Knaack, proclaim January 20, 2025, as **Martin Luther King Jr. Day** in the City of Menomonie.

I urge all citizens to honor Dr. King's legacy by participating in activities and events that reflect his values, striving to eliminate prejudice and inequality, and committing to service that strengthens the bonds of our shared humanity.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Menomonie to be affixed this January 6, 2025.

Mayor Randy Knaack	

#### 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 16, 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, Yonko, McCullough, Schwebs, Gentz, Solberg, Schlough, Erdman, and Sommerfeld.

MOTION made by Schlough, seconded by Erdman, and carried unanimously to approve the minutes of the December 2, 2024 council meeting.

PUBLIC HEARING - None

- PUBLIC COMMENTS Mike Jax, representing ConAgra, spoke in support of agenda items 4 (b) and 4 (c). Luke Welch, representing the Menomonie Baseball Association, spoke in support of agenda item 4 (d). Becky Behrens, representing the Menomonie Hoops Club, spoke in support of agenda item 4 (d). Tammy Simon, Director of, and representing the Menomonie Area Chamber of Commerce, spoke in support of agenda item 4 (l). Lori Lewis, Co-President of the Menomonie Pickleball Club, Sarah Olson, representing the North Menomonie Cenex (Synergy Cooperative). Jeremiah Gerdin, representing TWD Enterprise, LLC, spoke in support of agenda item 4 (a).
- MOTION to waive the rules to allow Jeremiah Gerdin to address council regarding agenda item 4 (a) was made by Schlough, seconded by Crowe, and carried unanimously. MOTION was made by Schwebs, seconded by Solberg, and carried on roll call vote to approve the Development Agreement with TWD Enterprise, LLC, as presented. Ayes (10): Sommerfeld, Luther, Crowe, Sutherland, Yonko, McCullough, Schwebs, Gentz, Solberg, Schlough. Abstention (1): Erdman
- MOTION was made by Yonko, seconded by McCullough, and carried unanimously on roll call vote to approve the DAG Construction and Maintenance Agreement with ConAgra, as presented
- MOTION was made by McCullough, seconded by Solberg, and carried unanimously on roll call vote to approve the Task Order for Engineering Services for the DAF with Cedar Corporation in the amount of \$661,500.
- MOTION was made by Sutherland, seconded by Crowe, and carried unanimously on roll call vote to Award the Pine Avenue Reconstruction Project Contract to Haas Sons, Inc. at a cost of \$1,403,204.95, using reallocated ARPA-SLFRF funds.
- MOTION was made by Erdman, seconded by Sommerfeld, and carried unanimously on roll call vote to Award the Leisure Services Center Bathroom Renovation Contract to Durand Builders Service at a cost of \$86,040 using reallocated ARPA-SLFRF funds.

- MOTION was made by Schwebs, seconded by Solberg, and carried unanimously on roll call vote 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, using reallocated ARPA-SLFRF funds.
- MOTION was made by Yonko, seconded by Erdman, and carried unanimously on roll call vote to Award the Boulevard Tree Replacement Contract to Legacy Trees at a cost of \$15,520, using reallocated ARPA-SLFRF funds.
- MOTION was made by McCullough, seconded by Erdman, and carried unanimously to approve the Amended City of Menomonie Employee Handbook, as presented, going into effect on January 1, 2025.
- MOTION was made by Crowe, seconded by Luther, and carried unanimously 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.
- MOTION was made by Schwebs, seconded by Sutherland, and carried unanimously to Approve Resolution 2024-22 regarding the Building Inspection Department Permit Fee Schedule.
- MOTION was made by McCullough, seconded by Yonko, and carried unanimously to Approve Resolution 2024-23 regarding ARPA-SLFRF Reallocations.
- ORDINANCE to adopt 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, going into effect April 1, 2025, was INTRODUCED by McCullough. MOTION made by Erdman, seconded by Solberg and carried unanimously to waive the first reading. MOTION made by Schlough, seconded by Gentz, and carried unanimously to waive the second reading. MOTION made by McCullough, seconded by Crowe and carried unanimously on roll call vote to adopt ordinance 2024-17.
- MOTION was made by Yonko, seconded by Schwebs, and carried unanimously to authorize the Police Department to sell the surplus item, as presented.
- MOTION was made by Erdman, seconded by Sommerfeld, and carried unanimously to approve the reappointment of Paul Pillman for another 5-year term to the Housing Authority and the appointment of Derek Hughes to replace Maria Varsho, carrying out her current term in addition to the next 5-year term.
- BUDGET TRANSFERS MOTION to approve the Police Department internal budget transfer, as presented, was made by Schwebs, seconded by Solberg, and carried unanimously on roll call vote.
- MAYOR'S REPORT Mayor Knaack reported that the Winterdaze Parade will be on December 12 with a reversed route this year.

COMMUNICATIONS AND MISCELLANEOUS BUSINESS – City Administrator, Erik Atkinson shared with council that the next two meetings will be on January 6 and Tuesday, January 21 to honor Martin Luther King Jr. Day. Atkinson also shared that going into the new year, the City will be focusing on new projects and facilities from a sustainability and ADA compliance perspective. Public Works Director, David Schofield reported that Well #9 – drilled two test wells have been drilled for Well #9, and staff will be testing the well in Phelan Park this weekend, and after January 6, the well in Wakanda Park will be tested. Kevin Oium, Project Manager for Cedar Corporation, reported that the building at 815 7th Ave., next to the new Cedar Corp building, has been demolished to create more space for parking as their project moves forward. Alderperson Yonko shared that UW-Stout students will be presenting their eco-engaged series capstone projects on December 18, 2pm-3:20pm in the Science Wing on Stout's campus. Alderperson Crowe shared that with all of the mailers and information being sent to homeowners by LLCs attempting to buy up homes in communities, it would behoove council to revisit the City housing ordinances in 2025.

Alderperson Luther asked that Chief Hollister share with Council his knowledge of any accident reports, complaints, etc., related to the new ATV/UTV ordinance that went into effect roughly three months ago and Chief Hollister stated that there have been no reported incidents.

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

#### **DECEMBER 16, 2024 CLAIMS**

ASCENT FUEL	\$19,438.44
AUTO VALUE	\$340.55
BREMER	\$562.37
CEDAR CORP	\$675.00
CINTAS	\$370.55
COLFAX MESSENGER	\$1,415.74
DIGGERS HOT LINE	\$205.50
DRUG TEST MIDWEST	\$83.75
EMPLOYEE	\$104.52
GIBSON AVIATION SERVICES LLC	\$3,808.43
HYDRO CORP	\$2,766.00
JOHN FABICK TRACTOR COMPANY	\$2,576.11
LOWELL PRANGE	\$881.25
MELSTROM INSPECTION	\$2,045.00
MENOMONIE HARDWARE	\$52.67
MSA	\$1,871.25
NORTHERN LAKE SERVICE	\$387.42

REALIVING	\$100.00
STATE LAB OF HYGIENE	\$29.00
STERLING WATER	\$170.15
STREICHER'S	\$30.98
T 5 I VOICE & DATA	\$2,032.40
TRUCKALINE SUSPENSION CONTROL	\$507.80
US POSTAL	\$77.02
VERIZON	\$3,044.17
VIKING ELECTRIC	\$181.70
WI DEPT OF AGRICULTURE & TRADE	\$408.00
WI DOJ	\$84.00
WIPFLI	\$4,555.00
XCEL ENERGY	\$225.20
TOTAL	\$49,029.97
2024 PARKING UTILITY CLAIMS	
CITY TREASURER	\$303.79
CLANCY	\$350.00
FASTENAL	\$387.40
IPS	\$1,995.07
US POSTAL	\$1.38
PARKING TOTAL	\$3,037.64

#### LICENSES - LICENSE YEAR - 2024-2025

MOTION was made by McCullough, seconded by Crowe, and carried unanimously to approve the following license:

#### **CLASS "A" BEER LICENSE:**

Synergy Community Cooperative (Menomonie Cenex North) - 2320 STH 25 North MOTION was made by Erdman, seconded by Sommerfeld, and carried unanimously to approve the following license:

#### "CLASS A" LIQUOR (CIDER ONLY):

Synergy Community Cooperative (Menomonie Cenex North) - 2320 STH 25 North

MOTION was made by Schlough, seconded by Erdman, and carried unanimously to **deny** the following license:

#### **RESERVE "CLASS B" LIQUOR:**

Corner Store MN, LLC (Circle C) - 2302 S Broadway St

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



## City of Menomonie Eric M. Atkinson

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

TO:

Mayor Knaack & Common Council

FROM:

Administrator Atkinson

SUBJECT:

Services Agreement with HydroCorp

DATE:

December 31, 2024

ATT:

Agreement

Attached to this memorandum is a copy of the proposed professional services agreement with HydroCorp. HydroCorp has provided the City of Menomonie with inspection services relating to our potable drinking water systems and cross-connection control program management for the Water Utility.

If the Council supports the agreement, the appropriate action is a motion to Approve the Agreement between the City of Menomonie, Beginning on January 1, 2025, and Ending on December 31, 2027. (roll call vote)

#### PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this January 1<sup>st</sup>, 2025 by and between the City of Menomonie organized and existing under the laws of the State of Wisconsin, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

#### **ARTICLE I. Purpose**

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

#### **ARTICLE II. Scope of Services**

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

- **2.1 PROGRAM REVIEW/PROGRAM START UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:
  - Review state & local regulations
  - Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
  - Review/establish wording and timeliness for program notifications including:
    - Inspection Notice
    - Compliance Notice
    - Non-Compliance Notices 1-2, Penalty Notices
  - Special Program Notices
  - Electronic use of notices/program information
  - Obtain updated facility listing, address information and existing program data from Utility
  - Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
  - Review/establish procedure for vacant facilities



- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures
- 2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.
  - Initial Inspection the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
  - Compliance Inspection subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
  - Re-Inspection Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle).
- 2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.
- 2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:
  - Prioritize and schedule inspections
  - Notify users of inspections, backflow device installation and testing requirements if applicable
  - Monitor inspection compliance using the HydroCorp online software management program. (Note: WI
    Department of Safety & Professional Services (DSPS) manages backflow prevention assembly testing
    notification and compliance.)
  - Maintain program to comply with all DNR regulations
- **2.5 MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:
  - Name, location and date of inspections
  - Number of facilities inspected/surveyed
  - Number of facilities compliant/non-compliant
- **2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:
  - Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
  - Penalties for noncompliance.



- **2.7 VACUUM BREAKERS. Utility** will provide up to six (6) ASSE approved hose bill vacuum breakers or antifrost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- **2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- **2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- **2.10 FACILITY TYPES.** The facility types included in the program are as follows:
  - Industrial
  - Institutional
  - Commercial
  - Miscellaneous Water users
  - Multifamily

Complex Facilities. Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.

- 2.11 INSPECTION TERMS. HydroCorp will perform (573) Initial inspections, and up to (660) total inspections over a three (3) year contract period. The total inspections include all initial inspections, compliance and re-inspections. Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.
- 2.12 COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE. HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.
- **2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- **2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- **2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- **2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- **2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **660** cross-connection control educational brochures for the duration of the Agreement.
- **2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.

#### ARTICLE III. Responsibilities of the Utility

- **3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- **3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION. In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING. The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.
- **3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

#### ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM. Services by HydroCorp under-this Agreement shall commence on January 1<sup>st</sup>, 2025 and end three (3) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within (120) days shall deem the proposed terms void.
- **4.1 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the cumulative Consumer Price Index as measured in the Utilities local/regional area at the time of renewal, or 4% whichever is greater.
- **4.2 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.3 BASE COMPENSATION. From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of \$2,847.00 per month, \$34,164.00 annually for a three (3) year contract period totaling \$102,492.00.
- **4.4 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date.



Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half  $(1\frac{1}{2})$  percent per month on the unpaid balance.

- 4.5 CHANGES IN SCOPE OF SERVICES. In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.6 CLIENT CONFIDENTIALITY. Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- **4.7 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.8 CONFINED SPACES. HydroCorp personnel will not enter confined spaces.

#### **ARTICLE V. Risk Management and General Provisions**

- 5.1 INFORMATION. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- LIMITATION OF LIABILITY. HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.
- 5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with



- satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.
- **5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.
- **RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- **ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- **5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- **5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- **5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- **5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin
- **5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- **NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp c/o Paul Patterson 5700 Crooks Road, Ste. 100 Troy, MI 48337 (248)250-5022

If to Utility:

City of Menomonie 621 W 11<sup>th</sup> Ave. Menomonie, WI 54751

**SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

#### **SIGNATURES**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

# By:

HydroCorp

Title:

By: Paul Patterson

#### **Appendix**

#### Specific Qualifications & Experience

**HydroCorp™** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the <u>main</u> core and <u>focus</u> of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections annually.
- HydroCorp tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed system and process that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users
  in each of the communities we serve. We teach and train <u>customer service</u> skills in addition to the
  technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following
  recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC Foundation for Cross
  Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American
  Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional
  Development and Learning. We invest heavily in internal and external training with our team members to
  ensure that each Field Service and Administrative team member has the skills and abilities to meet the
  needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone
  calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical
  calls related to the cross connection control program and have attended basic cross connection control
  training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys,
   Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.





### City of Menomonie Eric M. Atkinson

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

TO:

Mayor Knaack & Common Council

FROM:

Administrator Atkinson

SUBJECT:

Senior Center Lease Agreement

DATE:

December 31, 2024

ATT:

Senior Center Lease Agreement with the City of Menomonie

Attached to this memorandum is a copy of the proposed lease agreement between the Senior Center and the City of Menomonie for space in the Leisure Services Center. The only significant change to the lease was the location of the space in the building. The change was due to the incoming tenant's (Child Center from UW-Stout) space needs and lease.

If the Council supports the lease agreement, the appropriate action is a motion to *Approve the Lease Agreement between the City of Menomonie and the Menomonie Area Senior Center, Inc. beginning on January 1, 2025, and ending on December 31, 2025.* (simple majority vote)

#### LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made on this 1st day of January, 2025, by and between the CITY OF MENOMONIE, a Wisconsin municipal corporation (the "Lessor"), and the Menomonie Area Senior Center, Inc., a Wisconsin non-stock corporation (the "Lessee").

#### WITNESSETH

- 1. **The Property.** Lessor is the owner of the Leisure Services Center located at 1412 6th St. E, Menomonie, Dunn County, Wisconsin, 54751 (the "Premises"). Lessor does hereby demise and let unto the Lessee, and Lessee agrees to lease from Lessor the following described portions of the Premises, to wit: (the leased portion of the Premises described in (a) to (c) below shall be collectively referred to as the "Leased Property"):
  - (a) adult day service room and storage, senior citizens office, senior citizens lounge, craft storage, sunshine room and storage, and conference room all to be exclusively occupied by the Lessee during all hours of operation;
  - (b) other portions of the Leisure Services Center including gymnasium, kitchen, and MP-3 may also be used by Lessee during such times that Lessor has not rented the area(s) to others.
- 2. **Term.** The term of this Lease shall begin on the 1<sup>st</sup> day of January, 2025, and end on the 31<sup>st</sup> day of December, 2025.
- 3. **Rent.** In consideration of renting the Leased Property from Lessor, Lessee shall pay to Lessor the sum of one dollar (\$1.00) payable upon the signing of this lease by Lessor and Lessee.
- 4. **Lessee Covenants.** The Lessee does hereby covenant and agree with the Lessor that it shall:
  - (a) pay said rent at the times and place and in the manner aforesaid:
  - (b) use and occupy the Property in a careful and proper manner:
  - (c) not commit any waste in and on the Premises and the Leased Property:
  - (d) not use or occupy the Property and Leased Property for any unlawful purpose; and will conform to and obey all present and future laws, ordinances, rules, regulations, requirements, and orders of all governmental authorities or agencies, respecting the use and occupation of (but not repairs or alterations in or to) the Premises and the Leased

#### Property;

- (e) not assign this Lease, not underlet the Leased Property, nor any part thereof, without the written consent of the Lessor;
- (f) not use or occupy the Leased Property or permit the same to be used or occupied, for any purpose or business deemed extra-hazardous on account of fire or otherwise;
- (g) make no alterations or additions in or to the Leased Property without the written consent of the Lessor;
- (h) leave the Leased Property at the expiration or prior to the termination of this Lease, or any renewal or extension thereof, in as good condition as received or in which they may be put by the Lessor, excepting reasonable wear and tear, and damage arising from the negligence or default of the Lessor, or its agents or employees, or from any of the causes set forth in Paragraph 6 (a) of this Lease;
- (i) permit the Lessor to enter upon the Leased Premises at all reasonable times to examine the condition of the same;
- (j) hold harmless the City of Menomonie from any and all liability, loss, damages, costs, or expenses which arise out of the negligent act or omission of an employee, officer, or agent of Lessee, while acting in the scope of their employment and in the course of their involvement in the Menomonie Area Senior Center, Inc., program;
- use the Leased Premises solely for education programs and activities directly provided by Lessee and for no other purpose without prior written consent of Lessor;
- make no alterations of, redecoration of, or additions to the interior or exterior of the Leased Premises or grounds of the Premises without proper written consent of Lessor;
- (m) repair damage to the Leased Property caused by negligence or misconduct of Lessee, its members, or guests, to the satisfaction of Lessor and if such repairs have not been made within 30 days, the Lessor shall make the repairs and the Lessee shall reimburse the Lessor within 30 days from the completion of such repairs for the entire costs of such repairs. Any damage which requires immediate repairs necessary to minimize other damage to the property may be made by Lessor without notice to Lessee;

- (n) not permit any activity in the Leased Property which is a nuisance to other occupants of the Premises or surrounding neighborhood, or which is in violation of any law or regulation governing use of the Premises;
- not insert nails, screws or fasteners into walls woodwork, floors, or cabinets without prior written consent of Lessor, and shall not use adhesive to affix objects to any walls;
- (p) not permit the free use nor sublet the Leased Property to any other person or group;
- (q) not alter or add any locking mechanism to the Leased Property;
- (r) keep in its possession eight (8) copies of the keys to the Leased Premises with said possession recorded each year and if said keys change possession or become lost to immediately notify Lessor in writing;
- (s) not allow storage of any property which is not the property of Lessee without the prior written consent of Lessor;
- (t) comply with all written policies and regulations presently and hereafter established governing use of the Leased Property by Lessor;
- (u) take no action affecting use of Leased Property and the Premises not specifically permitted by this Lease;
- (v) provide proper supervision of the Leased Property and persons using it;
- (w) maintain the Leased Property in a safe and clean manner;
- (x) provide the following custodial services in the following locations on a daily basis:
  - i) Kitchen (when used):
    - 1) Clean all food preparation, serving equipment, and utensils;
    - 2) Clean all counter tops and cabinetry;
    - 3) Light sweeping; and,
    - 4) Refuse removal.
  - ii) Multi-purpose room number 3 (when used):
    - 1) Clean tables and chairs; and,
    - 2) Light sweeping.
  - iii) Office, lounge, conference room and storage:
    - 1) Clean furnishings and equipment;

- 2) Light sweeping; and,
- 3) Clean carpets/carpeting.
- iv) Craft storage:
  - 1) Sweep floors; and,
  - 2) Clean furnishings and equipment.
- v) Sunshine room and storage:
  - 1) Sweep floors;
  - 2) Clean furnishings and equipment; and,
  - 3) Refuse removal.
- vi) Adult day services room and storage:
  - 1) Clean furnishings and equipment; and,
  - 2) Sweep floor.
- (y) maintain and repair kitchen appliances provided by the City, including the freezer, refrigerator, gas range, convection oven, dishwasher, warming table, garbage disposal, and exhaust fan; provided, however, that any repair expenses shall be equally divided (50/50) between the Lessor and Lessee. Should Lessor and Lessee mutually agree that the appliance is to be replaced (as opposed to being repaired) and should Lessor and Lessee mutually agree on the specifications and brand to be purchased, Lessor shall purchase the appliance at Lessor's sole expense.
- 5. **Lessor Covenants.** The Lessor does hereby covenant and agree with the Lessee that it shall:
  - (a) perform normal and customary custodial services beyond those assigned to Lessee;
  - (b) provide and pay cost of heat, cooling, water, sewer, electricity and refuse collection;
  - (c) adhere to all local, state, and federal building codes, laws and regulations;
  - (d) provide for kitchen use and coordination with Menomonie Area Senior Citizens, Inc.;
- 6. **Mutual Covenants.** It is mutually agreed by and between the Lessor and the Lessee that:
  - (a) if during the term of this Lease the Leased Property or any part thereof be rendered untenable by public authority, or by fire, or the elements, or other casualty (except such as shall have resulted from negligence of the Lessee), a proportionate part of the rent herein reserved (whether paid in

advance or otherwise), according to the extent of such untenableness, shall be abated and suspended until the premises are again made tentantable and restored to their former condition by the Lessor; and if the premises or substantial part thereof are thereby rendered untenable and so remain for a period of 30 days, the Lessee may at its option terminate this lease by written notice to the Lessor, provided, however, that if the premises cannot by reasonable efforts be restored to their former condition within 45 days, either the Lessor or the Lessee shall have the option of terminating this lease by written notice to the other:

- (b) all fixtures and/or equipment of whatsoever nature as shall have been installed in the Leased Property by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by Lessee at the expiration or termination of this lease or any renewal or extension thereof, provided, however, the Lessee shall, at its own expense repair any injury to the Leased Property resulting from such removal;
- (c) if the Lessee shall pay the rent as herein provided, and shall keep, observe and perform all of the other covenants of this Lease by it to be kept, performed, and observed, the Lessee shall and may, peaceably and quietly, have hold and enjoy the Leased Property for the term of this Lease;
- (d) if Lessee fails to pay rent as described in this lease, its tenancy is terminated. If Lessee permits any waste or breaches of the covenants or conditions of this Lease, its tenancy is terminated if Lessor gives the Lessee written notice requiring Lessee to remedy the default or vacate the Leased Property on or before a date at least 15 days after the giving of the notice, and if Lessee fails to comply with such notice. Lessee is deemed to be complying with the notice if, promptly upon receipt of such notice, takes reasonable steps to remedy the default and proceed with reasonable diligence or to fix any damage caused by Lessee;
- (e) theft, loss, or damage to property of Lessee are not the liability of Lessor and Lessee shall obtain its own insurance coverage to protect against the same;
- 7. Indemnification. Lessee shall hold harmless Lessor from any and all losses or damage occasioned by the failure of Lessee. To the fullest extent permitted by law, Lessee agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property arising out of, resulting from, or in any manner connected with this Lease.
- 8. **Insurance.** Lessee shall obtain, maintain, and pay for the following insurance coverages and provide a certificate of insurance to Lessor indicating coverage's

#### and limits as follows:

Please provide a certificate of insurance indicating coverage's and limits as follows:

Commercial General Liability

General Aggregate \$2,000,000
Products/Completed Operations Aggregate \$2,000,000
Per Occurrence Limit \$1,000,000
Fire Damage Liability \$100,000
Medical Payment \$5,000

Workers Compensation & Employers Liability

Each Accident Limit \$100,000
Disease Policy Limit \$500,000
Disease Each Employee \$100,000

Lessee shall name the City of Menomonie as an additional insured on the General Liability policy described above on a primary and noncontributory basis.

9. **Use of Kitchen.** Lessor may allow members of the public to use the kitchen located in the Leased Property pursuant to a short-term (example: one day) lease. Such users shall not be permitted to use the kitchen appliances, however, unless the Lessor provides an operator or trainer for such users of the appliances. Lessor shall charge the user a fee for use of the kitchen and appliances. Lessor shall provide written notice of at least one (1) week to Lessee of such use.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals,

CITY OF MENOMONIE	CITY OF MENOMONIE
BY: Randy Knaack, Mayor	BY: Catherine Martin, City Clerk
Dated:	Dated:
MENOMONIE AREA SENIOR CENTER, INC	MENOMONIE AREA SENIOR CENTER, INC

Y:\Public Works\Other Departments\20240731\_Leisure Services Center\20241112\_Menomonie Area Senior Center Inc. 2025 Lease.docx



## 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:

Human Trafficking Awareness Day

DATE:

December 31, 2025

ATT:

Human Trafficking Awareness Day Proclamation

Mayor Knaack will proclaim January 11, 2025, as Human Trafficking Awareness Day. Molly Mooridian—Executive Director for The Bridge to Hope—will be present to speak about Human Trafficking.

This topic is for discussion only, and no action is needed.



## MAYOR'S PROCLAMATION HUMAN TRAFFICKING AWARENESS DAY

#### Menomonie, WI

Whereas, human trafficking is a heinous and pervasive crime that affects millions of people worldwide, exploiting all genders including children for purposes of forced labor, sexual exploitation, and other forms of abuse; and

Whereas, human trafficking is not only a violation of human rights but a severe and traumatic crime that often takes place within our own communities, leaving victims isolated, vulnerable, and without the resources to escape their circumstances; and

Whereas, raising awareness of the signs of human trafficking and educating the public, law enforcement, healthcare workers, and social service agencies is essential in the fight to prevent and respond to this crime; and

Whereas, we recognize that in order to protect the most vulnerable members of society, we must foster a culture of compassion, vigilance, and solidarity, ensuring that victims of human trafficking receive the care and support they need for recovery; and

Whereas, the City of Menomonie stands firm in its commitment to ending human trafficking through education, community engagement, and support for victims, and acknowledges the efforts of law enforcement, advocacy groups, and individuals working tirelessly to combat this atrocity;

**NOW, THEREFORE**, I, Randy Knaack Mayor of the City of Menomonie, do hereby proclaim January 11, 2025 as **Human Trafficking Awareness Day** in our city. During this month, we call upon all residents to join us in acknowledging the gravity of this issue, to educate themselves and others about human trafficking, and to take proactive steps in reporting suspicious activities.

Let us all come together in the fight to end human trafficking, ensuring a safer, more just world for all.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Menomonie to be affixed this 11th day of January, 2025.

Mayor Randy Knaack	

6-Jan-25

	6-Jan-25		
2024 Claims	<u>Description</u>	Total Invoice	Amt Overdrawn
Auto Value	Fire Vehicle Maint/Machinery & Equipment Parts and Repair	\$65.93	\$65.93
	,	<b>400.50</b>	<b>400.50</b>
A	Manage Office Familia and	ć=0 c7	¢c0.c <del>7</del>
Ave	Mayor Office Equipment	\$58.57	\$\$8.\$7
8 & 8 Electric	5ewer Contract Serves	\$3,740.00	\$3,740.00
8auer 8uilt	Machinery & Equipment Parts and Repair/Vehicle Maint	\$4,035.68	\$2,399.82
8remer	Police Uniform's Acc/Protective Wear/Range Weapon	\$3,285.20	\$3,285.20
	Control/Machinery & Equipment Repair and Maint/Police Fees	, ,	, -,
	control machinery a Equipment hepair and mainly rolled rees		
		4= 0=0 0=	***
8urke Truck and Equipment	Machinery & Equipment Cutting Edges	\$5,263.93	\$30.74
Cedar Corp	Engineering Services TID15/Construction Fund Outlay/Engineering	\$16,408.25	\$16,408.25
	Services/Sewer Lab Service/Landfill Lab Services		
Chippewa Valley Sporting Goods	Rec Program Supplies	\$720.00	\$388.02
			•
Churchill Tire & 8attery	Police Vehicle Repair	\$841.00	
Cintas	Hall Contract Services/Garages & Sheds Laundry Carpet Services	\$409.23	\$409.23
CRS Repair	Forestry Expense	\$89.99	\$89.99
Crystal Clean	Machinery & Equipment Parts Washer	\$628.77	
•	• • • •		
E O Johnson	Hall Office Equipment/Community Services Office Equipment	\$7,724.96	\$7,724.96
Employee	Fire Mileage	\$57.29	\$57.29
Employee	Treasurer Vehicle Allowance	\$148.\$5	\$104.45
Farrell	Curb and Gutter 5mall Tools/Misc. Expense	\$240.90	\$180.94
Fleet Feet		\$295.00	
	Rec Program Supplies		• • •
Fleet Pride	Machinery & Equipment Parts and Repair	\$972.00	
GFL	Fire Garbage	\$161.32	\$161.32
Hawkins	Water Chemicals	\$30.00	\$30.00
I-State Truck	Machinery & Equipment Parts and Repair	\$395.41	\$395.41
Jamar	Hall Contract Services	\$8,567.98	
			·
Jefferson Fire & 5afety	Fire Vehicle Maint	\$151.20	
JFTC	Machinery & Equipment Parts and Repair	\$66.04	\$66.04
Jon 5toll Designs	Machinery & Equipment Parts and Repair	\$280.00	\$280.00
Kado Gallery	Police New Uniform	\$225.80	\$225.80
Lindstrom Equipment	Machinery & Equipment Parts and Repair	\$99.58	
* -			
Manpower	Treasurer Wages	\$969.00	
Maug	Hall Contract Services	\$383.37	\$383.37
Melstrom Inspections	Inspection Contract Service	\$1,685.00	\$1,685.00
M5A	Water Computer Programing	\$2,888.75	\$2,888.75
Napa	Fire Vehicle Maint	\$72.49	
North Town Ford	Police Vehicle Repair	\$390.45	
	•		
Northern Lake Service	Sewer Contract Repair	\$770.22	
O'Reilly Auto Parts	Machinery & Equipment Parts and Repair	\$26.84	\$26.84
Premier Truck Group	Machinery & Equipment Parts and Repair	\$40.29	\$40.29
Racom	Fire Radio Maint.	\$4,573.50	\$2,286.75
5JE	Sewer Contract Repair	\$2,086.14	
	·		
5treicher's	Police Range Weapon Riot/Uniforms Acc Protective Wear	\$1,280.97	
The Uniform 5hop	Police New Uniform	\$94.95	\$94.95
Viking Electric	Airport Materials and Supplies	\$44.16	\$44.16
Weld Riley	TID 19 Accounting and Audit/GF Legal Counsel, GF Council,	\$6,566.79	\$6,566.79
,		*-,	* - *
NAME OF THE OWNER OWNER OF THE OWNER OWNE	Facility of the Continue TID16/Construction Fund OutlandFacility	64 104 2	ć4 104 33
WI Department of Transportation	Engineering Services TID1S/Construction Fund Outlay/Engineering	\$4,104.22	\$4,104.22
	Services		
XCEL	Hall Electricity/5treet Electricity	\$2,311.87	\$1,182.96
	Total	\$83,251.55	\$72,146.17
		•	
0.000 0. 11. 11.11. 01.1.	Described and	Takel beauties	
2025 Parking Utility Claims	Description	Total Invoice	
Clancy System	Credit Card Fees Nov 24	\$350.00	)
./W			

Parking \$350.00 Total