



# CITY OF MENOMONIE

COUNCIL MEETING

CITY COUNCIL CHAMBERS

7:00 PM

**TUESDAY** – January 21, 2025



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

## AGENDA

### ***Pledge of Allegiance***

#### **1. Roll Call & Special Recognitions**

- a. Joe Jax – Urban Forestry
- b. Mike Schendel – Urban Forestry

#### **2. Approval of Minutes**

#### **3. Public Comments**

#### **4. New Business**

- a. Proposed Ordinance 2025-01, Amending Title 9, Chapter 3, Section 3 of the City Code to increase the interval between inspections – discussion, possible introduction, possible waiver of 1<sup>st</sup> Reading, possible waiver of 2<sup>nd</sup> Reading and possible adoption.
- b. Proposed Purchase and Sale Contract to sell City Land on 59<sup>th</sup> Street NE to SPA Properties, LLC – discussion and possible action.
- c. Proposed Street Lighting, Traffic Signals and Pedestrian Signals Agreement with Dunn County and Wisconsin Department of Transportation – discussion and possible action.
- d. UW-Stout Long Range Plan Presentation – discussion only.
- e. Economic Development Update by Director Adam Accola – discussion only.
- f. Special Event Request for Ride Across Wisconsin – discussion and possible action.

#### **5. Budget Transfers**

#### **6. Mayor's Report**

#### **7. Communications and Miscellaneous Business**

- a. 2025 Meeting Date Calendar

#### **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 <https://zoom.us/join> (URL for Zoom meeting), or by calling 1 312 626 6799. The Access Code for the meeting is **884 7674 3627**. Please note: this is for viewing purposes **ONLY**. If you wish to participate, you must appear in person at the meeting.

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

# City Council Agenda

## *Staff Comments*

### **TUESDAY – January 21 2025**



## **1. Special Recognitions**

The Mayor will be recognizing the dedication and years of service from Joe Jax and Mike Schendel to the Urban Forestry Board.

## **4. New Business**

- A. City Staff have prepared Ordinance 2025-01 amending Title 9, Chapter 3, Section 3 of the City Code to increase the interval between fire inspections. Staff will be available to answer Council questions as needed. If the City Council concurs with the proposed ordinance, the appropriate motion would be: **Adopt Ordinance 2025-01 to Amend Title 9, Chapter 3, Section 3** (simple majority vote).
- B. SPA Properties, LLC has proposed to purchase 29 acres of City owned lands along 59<sup>th</sup> Street NE for the purpose of constructing and operating a distribution facility. Staff will be available to answer Council questions regarding the proposed sale. If City Council concurs, the appropriate motion would be **Approve the Purchase and Sale Agreement for 29 acres on 59th Street NE in the amount of \$1,160,000** (simple majority vote).
- C. City Staff have negotiated a three-party agreement with Dunn County and Wisconsin Department of Transportation to clarify responsibilities for maintaining the street lighting, traffic signals and pedestrian signals along County, State and Federal highways within the City of Menomonie. If City Council concurs, the appropriate motion would be **Approve the Street Lighting, Traffic Signals and Pedestrian Signals Agreement with Dunn County and Wisconsin Department of Transportation** (simple majority vote).
- D. Representatives from the University of Wisconsin-Stout to give a presentation regarding their Long-Range Plan and answer any questions the Council may have. This item is for discussion only. No action is recommended.



- E. Adam Accola will provide an update regarding the Economic Development and answer any questions the Council may have. This item is for discussion only. No action is recommended.
- F. City Administration seeks approval of a Special Event Permit for Ride Across Wisconsin on July 12, 2025. The event is not requesting any services or road closures from the City. Staff has reviewed the request and found no issues with the event. If the City Council concurs with the special event, the appropriate motion would be to **Approve the Special Event permit for Ride Across Wisconsin on July 12, 2025, contingent upon receiving certificates of insurance** (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

Enclosed is a reference guide regarding City Council meeting dates for 2025 and a press release regarding Fourth Quarter 2024 Utility Bills.

## 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).

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

## 9. Licenses

A normal license list is enclosed in the packet. If the City Council supports approval of the licenses, the appropriate motion would be to **Approve the Normal License List, as Presented** (simple majority).

If any additional licenses are identified prior to the meeting, a revised normal license 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).



**City of Menomonie  
Mayoral Proclamation**

**Joe Jax**

For His Service to the City of Menomonie Across 50 Years  
April 18, 1972 to December 31, 2024

**WHEREAS,** Joe Jax has dedicated service to the City of Menomonie as a member of the City Council and Urban Forestry Board across five decades; and

**WHEREAS,** Joe Jax began his service to the City of Menomonie as an alderperson on the City Council on April 18, 1972; and

**WHEREAS,** Joe Jax served as both City Council Vice-President and President for several years; and

**WHEREAS,** Joe Jax was appointed to the Urban Forestry Board on July 15, 2002; and

**WHEREAS,** Joe Jax served as the Chair of the Urban Forestry Board for many years; and

**WHEREAS,** Joe Jax has demonstrated extraordinary commitment to improve the quality of life for all residents in the City of Menomonie; and

**NOW THEREFORE,** the Mayor, City Council and Staff do hereby recognize and thank Joe Jax with grateful appreciation for his remarkable dedication and contributions to our community.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Menomonie to be affixed this 21st day of January, 2025.

Adopted this 21st day of January, 2025

---

Randy Knaack, Mayor

## OFFICIAL COUNCIL PROCEEDINGS

A regular meeting of the City Council of the City of Menomonie, Dunn County, Wisconsin, was held in open session on January 6, 2025 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, Gentz, Solberg, Schlough, Erdman, and Sommerfeld. McCullough and Schwebs were absent.

SPECIAL RECOGNITIONS – The Mayor presented a proclamation in support of the Walldogs Event in Menomonie.

The Mayor also presented a proclamation recognizing January 20, 2025 as Martin Luther King Jr. Day in the City of Menomonie.

MOTION made by Erdman, seconded by Schlough, and carried unanimously to approve the minutes of the December 16, 2024 council meeting.

PUBLIC HEARING – None

PUBLIC COMMENTS – None

MOTION was made by Crowe, seconded by Schlough, and carried unanimously on roll call vote to approve the cross-connection agreement between the City of Menomonie and HydroCorp, beginning on January 1, 2025, and ending on December 31, 2027.

MOTION was made by Luther, seconded by Erdman, and carried unanimously 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.

PROCLAMATION – Molly Mooridian, Executive Director of The Bridge to Hope, presented a proclamation recognizing January 11, 2025 as Human Trafficking Awareness Day.

MOTION made by Schlough, seconded by Crowe, and carried unanimously to accept the 2024 annual payment in lieu of taxes (PILOT) from the Menomonie Housing Authority.

BUDGET TRANSFERS – None

MAYOR'S REPORT – The Mayor shared a list of accomplishments in 2024 including, but not limited to: adding a kayak rental kiosk in Lakeside Park, completing Wilson Park walkways improvements to create better handicapped accessibility, receiving opening most City streets to ATVs/UTVs, repaving Bongey Drive from 24<sup>th</sup> Ave to 28<sup>th</sup> Ave, partnering with Dunn County to extend the USH 12 Trail to Stokke Parkway, partnering with Dunn County and UW-Stout to create a shared Economic Development Director position, closed TID #12, opened TID #19, closed two development agreements with downtown business owners, starting well #9 improvements, receiving a DNR grant to replace the trees lost to Emerald Ash Borer disease, and receiving a 3-year one million dollar grant for Project Hope.

COMMUNICATIONS AND MISCELLANEOUS BUSINESS – City Administrator, Eric Atkinson shared with council more of the details regarding the continuation of Project Hope, highlighting that it will allow the City to hire a social worker to be imbedded with the Police Department to work with individuals that have substance use disorders while providing case management which is critical to the success of ongoing rehabilitation and recovery. A portion of this funding will also be allocated to areas of project management and grant writing.

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

JANUARY 6, 2025 CLAIMS

AUTO VALUE	\$65.93
AVE	\$58.57
B & B ELECTRIC	\$3,740.00
BAUER BUILT	\$4,035.68
BREMER	\$3,285.20
BURKE TRUCK & EQUIPMENT	\$5,263.93
CEDAR CORP	\$16,408.25
CHIPPEWA VALLEY SPORTING GOODS	\$720.00
CHURCHILL TIRE & BATTERY	\$841.00
CINTAS	\$409.23
CRS REPAIR	\$89.99
CRYSTAL CLEAN	\$628.77
EO JOHNSON	\$7,724.96
EMPLOYEE	\$57.29
EMPLOYEE	\$148.55
FARRELL	\$240.90
FLEET FEET	\$295.00
FLEET PRIDE	\$972.00
GFL	\$161.32
HAWKINS	\$30.00
I-STATE TRUCK	\$395.41
JAMAR	\$8,567.98
JEFFERSON FIRE & SAFETY	\$151.20
JFTC	\$66.04
JON STOLL DESIGNS	\$280.00
KADO GALLERY	\$225.80
LINDSTROM EQUIPMENT	\$99.58
MANPOWER	\$969.00
MAUG	\$383.37
MELSTROM INSPECTIONS	\$1,685.00

MSA	\$2,888.75
NAPA	\$72.45
NORTH TOWN FORD	\$390.45
NORTHERN LAKE SERVICE	\$770.22
O'REILLY AUTO PARTS	\$26.84
PREMIER TRUCK GROUP	\$40.29
RACOM	\$4,573.50
SJE	\$2,086.14
STREICHER'S	\$1,280.97
THE UNIFORM SHOP	\$94.95
VIKING ELECTRIC	\$44.16
WELD RILEY	\$6,566.79
WI DEPT OF TRANSPORTATION	\$4,104.22
XCEL	\$2,311.87
<b>TOTAL</b>	<b>\$83,251.55</b>
<b>2025 PARKING UTILITY CLAIMS</b>	
CLANCY	\$350.00
<b>PARKING TOTAL</b>	<b>\$350.00</b>

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

Kate Martin, City Clerk



# Menomonie Fire Department



To: Mayor Knaack and City Council  
From: Dennis Klass, Fire Chief  
Re: Amend Title 9, Chapter 3  
Date: January 7, 2025

The fire department currently inspects approximately 1100 individual structures and places of employment twice per year. Due to increased call volume and limited staffing, we are unable to maintain that schedule. Administrative Code allows fire departments to reduce the frequency of inspections to once per year as long as the interval between those inspections does not exceed 15 months. As part of a staffing study and audit we are currently engaged in, this action was recommended by the consulting firm. As such, we are requesting to amend city ordinance allowing the fire department to reduce fire prevention inspections to once per year.

**CURRENT LANGUAGE:** Ordinance **9-3-3 CODE ENFORCEMENT AND FEES:**

(C) reads: Required inspections of buildings, structures, and premises shall be conducted at least once in each non-overlapping six (6)-month period per calendar year, or more often if ordered by the fire chief.

**AUTHORITY TO AMEND:** Per Wisconsin Administrative Code, Department of Safety and Professional Services, Chapter SPS 314 (13) (b) (7) (a): Where authorized by a local ordinance, a city, village or town may reduce the inspections required under subd. 3 to at least once per calendar year, provided the interval between those inspections does not exceed 15 months.

**REQUESTED LANGUAGE:** Ordinance **9-3-3 CODE ENFORCEMENT AND FEES:**

(C). Required inspections of buildings, structures, and premises shall be conducted at least once per calendar year, provided the interval between those inspections does not exceed 15 months.



ORDINANCE 2025-01 OF THE ORDINANCES FOR THE CITY OF MENOMONIE FOR 2025.

An ordinance amending Section 9-3-3 C. of the City Code to increase the interval between inspections.

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

Section 1. Section 9-3-3 C. of the City Code is hereby amended in its entirety to read as follows:

**9-3-3: CODE ENFORCEMENT AND FEES:**

...

C. Required inspections of buildings, structures, and premises shall be conducted at least once per calendar year, provided the interval between those inspections does not exceed 15 months pursuant to Wisconsin Administrative Code, Safety and Professional Services Chapter 314.01(13)(b)(7)(a).

...

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

INTRODUCED \_\_\_\_\_

APPROVED THIS 21st DAY

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

OF JANUARY, 2025

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

\_\_\_\_\_

MAYOR, RANDY KNAACK

PASSED \_\_\_\_\_

PUBLISHED \_\_\_\_\_

SUBMITTED BY:

ATTEST \_\_\_\_\_

\_\_\_\_\_

CITY CLERK, CATHERINE MARTIN

ALDERPERSON



**City of Menomonie**  
David Schofield

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

---

**TO:** Mayor Knaack & City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** Proposed Purchase and Sale Agreement to sell City Land on 59<sup>th</sup> Street NE to SPA Properties.  
**DATE:** January 21, 2025 City Council Meeting

City Staff were recently approached by SPA Properties, LLC regarding a proposed purchase of 29 acres of City-owned lands along the west side of 59<sup>th</sup> Street NE in the North Industrial Park.

It is our understanding that the company intends to construct and operate a distribution facility on the property. Ultimately, any development of the property will need to comply with the City's Restricted Industrial (I-1) Zoning requirements.

With assistance from the City Attorney, City Staff have negotiated the attached Purchase and Sale Contract with SPA Properties, LLC. The Contract includes a 225-day due diligence period during which the company will be completing environmental reviews. The purchase price will be \$40,000 per acre x 29 acres = \$1,160,000.

City Staff recommends approval of the Purchase and Sale Agreement. If City Council concurs, the appropriate motion would be ***Approve the Purchase and Sale Agreement for 29 acres on 59<sup>th</sup> Street NE in the amount of \$1,160,000*** (simple majority vote).

**Attachments:**

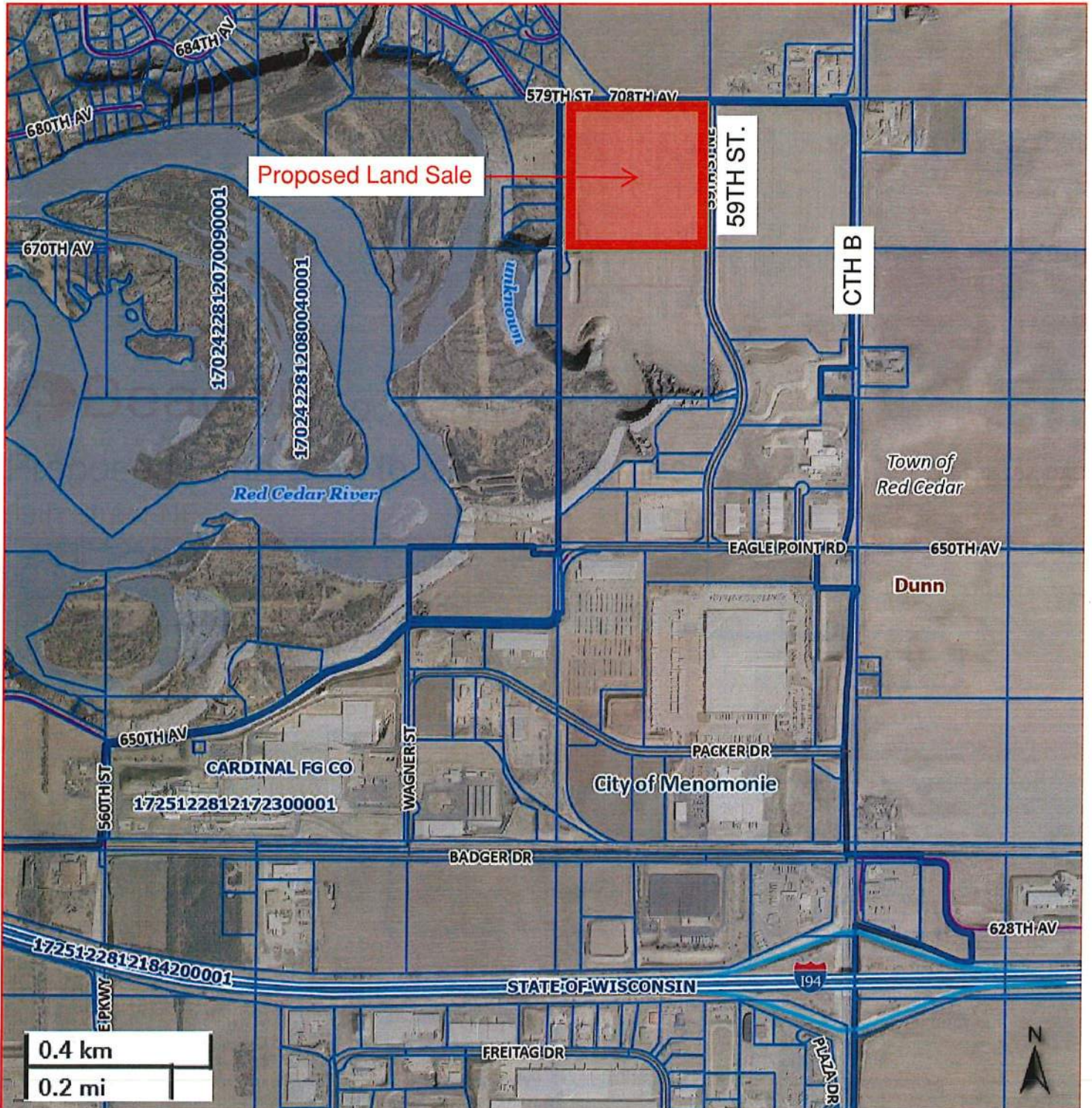
- Location Map
- Proposed Purchase and Sale Contract



# Proposed Land Sale to SPA Properties

## 59th Street NE

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: 1/16/2025

Last Data Uploaded: 1/15/2025 9:22:53 PM

Developed by





**PURCHASE AND SALE CONTRACT**  
(Menomonie, Dunn County, Wisconsin)

This Purchase and Sale Contract ("**Contract**") is entered into by **CITY OF MENOMONIE**, a municipal corporation of the State of Wisconsin ("**Seller**"), and **SPA PROPERTIES, LLC**, an Indiana limited liability company and/or its assigns ("**Purchaser**").

IN CONSIDERATION of the promises and mutual covenants herein set forth, Seller and Purchaser agree to the purchase and sale of the Property (defined below), in accordance with the following terms and conditions:

1. **Property.** The property will be comprised of the following (the "**Property**"): Land totaling approximately 29 acres located in Dunn County, Wisconsin (the "**Land**"), as more particularly described on **Exhibit A**, together with any and all improvements situated on the Land (the "**Improvements**"); and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities and rights-of-way bounding the Land; all utility capacity, utilities, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the "**Additional Interests**"); all transferable consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental entity in connection with the Land or the Improvements held by or granted to Seller, its predecessors in title, and/or the agents thereof with respect to the Land or the Improvements (collectively, the "**Permits**"); and all right, title and interest of Seller in and to all site plans, surveys, soil and substratus studies, and engineering and architectural drawings, plans and specifications, in Seller's possession or control, relating to the Land (the "**Plans**", and collectively with the Permits, the "**Intangible Property**").

2. **Purchase Price.** The purchase price for the Property will be approximately \$1,160,000.00 (the "**Purchase Price**"), subject to any prorations set forth in Section 12 below. The Purchase Price will be payable to Seller in cash or by wire transfer of good funds to Title Company for payment to Seller at Closing (defined below), with the exact Purchase Price to equal the product of \$40,000.00 multiplied by the total number of net acres and fractional portion thereof contained within the Land as certified in the Survey (defined below), excepting acreage (i) located within publicly dedicated rights-of-way, (ii) located within the boundaries of any roadway or slope easement, (iii) located within designated wetland areas, (iv) occupied by any existing drainage or similar improvements, and (v) located within any pipeline or other easement that prevents or prohibits development of any improvements in the area.

3. **Earnest Money and Independent Consideration.**

(a) **Earnest Money.** Within five (5) business days after the Effective Date, Purchaser will deposit with First American Title Insurance Company, Attention: Steve Zellinger, Email: [szellinger@firstam.com](mailto:szellinger@firstam.com) ("**Title Company**"), the sum of \$25,000.00 as earnest money hereunder (the "**Earnest Money**"). The Earnest Money will be deposited by Title Company and held in a non-interest-bearing account until Closing. The entire Earnest Money will be applied towards the Purchase Price at Closing, or will be otherwise held and disbursed as herein provided.

(b) **Independent Consideration.** As independent consideration for the rights granted to Purchaser, Purchaser has paid to Seller the sum of \$100.00 as part of the Earnest Money, the receipt and sufficiency of which are hereby acknowledged (the "**Independent Consideration**"). The Independent Consideration is non-refundable and will be applied against the Purchase Price at Closing.

4. **Due Diligence Documents.** The following documents will be delivered to Purchaser:

(a) **Title Commitment.** During or prior to the Inspection Period, Purchaser will, at Seller's expense, order a current commitment from Title Company (the "**Title Commitment**") committing the Title Company to



issue an ALTA owner's policy of title insurance with extended coverage in the full amount of the Purchase Price (the "**Title Policy**"). The Title Policy shall insure good and marketable fee simple title to the Property in Purchaser, in the amount of the Purchase Price, subject only to the Permitted Exceptions (defined below).

(b) **Survey.** Within three (3) days after the Effective Date, Seller will deliver to Purchaser, Purchaser's legal counsel, and Title Company a true, complete and correct copy of Seller's most recent survey of the Property, if any (the "**Existing Survey**"). Purchaser may, at Purchaser's option and expense, commission a new ALTA survey or updated Existing Survey conforming with ALTA standards (the "**Survey**"). The Survey will be certified to Seller, Purchaser and Title Company and will show the total number of acres comprising the Land. For purposes of the property description to be included in the Deed (defined below), Title Policy (defined below) and other documents to be delivered pursuant to Sections 10 and 11, the field notes prepared by the surveyor on the Survey will control any conflicts or inconsistencies and will be incorporated upon completion and included as the property description in the Deed and the Title Policy.

(c) **Documents.** Within three (3) days after the Effective Date, Seller will deliver to Purchaser true, correct, and complete copies of all documents pertaining to the development, ownership and/or operation of the Property, including but not limited to, any leases, licenses or other agreements permitting any party to possess, occupy or enter into all or any portion of the Property; economic development incentives, subsidies or other public financing/assistance documents relating to the Property; agreements that specify the contractors, subcontractors, labor, or vendors that can perform work at the Property; and land use approvals, licenses, permits, and final certificates of occupancy relating to any buildings located on the Land; evidence of zoning for the Property (collectively, the "**Documents**").

(d) **Review of Title, Survey, and Documents.** Purchaser will have until 11:59 p.m., Pacific Time, on that date which is two hundred twenty-five (225) days after the Effective Date ("**Title Review Period**"), to review and approve the matters reflected in the Title Commitment and Survey. If Purchaser determines that the Title Commitment and Survey reflect or disclose any defect, exception, or other matter affecting the Property unacceptable to Purchaser in its sole and absolute discretion, then Purchaser will notify Seller of Purchaser's objections prior to the expiration of the Title Review Period ("**Objection Notice**"). If Seller fails to cure Purchaser's objections within ten (10) days after Seller's receipt of the Objection Notice (the "**Seller's Cure Period**"), Purchaser may, as its sole and exclusive remedy, terminate this Contract by providing written notice of termination to Seller within ten (10) business days after the expiration of Seller's Cure Period, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those obligations which expressly survive termination of this Contract. If Purchaser fails to terminate this Contract within that period, Purchaser will be deemed to have approved and waived any objection to the matters contained in the Title Commitment, Survey, and Documents. If Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "**Amended Report**"), Purchaser will have ten (10) days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give written notice (each, a "**Supplemental Title Notice**") to Seller of its objection to any additional matter affecting the Property that is unacceptable to Purchaser, in Purchaser's sole and absolute discretion, shown in such Amended Report. If Seller fails to cure Purchaser's objections within ten (10) days after Seller's receipt of the Supplemental Title Notice (each, a "**Seller's Supplemental Title Cure Period**"), Purchaser may elect, as its sole and exclusive remedy, to terminate this Contract by providing written notice of termination to Seller within ten (10) business days after the expiration of each Seller's Supplemental Title Cure Period, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those that expressly survive termination of the Contract. If Purchaser fails to terminate this Contract within such period, Purchaser will be deemed to have approved and waived any objection to the additional matters contained in such Amended Report. All matters shown under Schedule B – Section II of the Title Commitment, any Amended Report and by the Survey to which Purchaser has not objected or Purchaser has waived as provided herein will be

considered to be "**Permitted Exceptions.**" Notwithstanding the foregoing, under no circumstances will Purchaser be required to object to any monetary liens created through Seller or other matters shown on Schedule "B – Section I" thereto which pertain to Seller, all of which will be released or satisfied by Seller at its expense at or prior to Closing.

5. Feasibility Contingency.

(a) The obligations of Purchaser under this Contract and consummation of Closing are, in Purchaser's sole and absolute discretion, subject to Purchaser performing due diligence, reviewing the Documents, completing an inspection of the Property, and determining, in Purchaser's sole and absolute discretion, that it is feasible for Purchaser to own and operate the Property in a manner and upon terms and conditions satisfactory to Purchaser (collectively, "**Due Diligence Activities**"). Purchaser will have until 11:59 p.m., Pacific Time, on that date which is two hundred twenty-five (225) days after the Effective Date (as may be extended pursuant to Section 5(d) below, the "**Inspection Period**"), to perform such Due Diligence Activities as Purchaser may desire in its sole and absolute discretion, including, but not limited to, invasive testing, such as soil borings, installation of groundwater monitoring wells and collection of soil and groundwater samples in connection with a Phase II environmental assessment. During the Inspection Period, Purchaser may file applications with applicable governing authorities for approval to plat or replat the Property for its planned development, and to obtain development commitments, entitlements, permits and approvals, all as may be deemed necessary by Purchaser in connection with its contemplated use and development of the Property (collectively, all of the foregoing commitments, entitlements, permits, and approvals are the "**Approvals**"), and Seller agrees to cooperate with Purchaser and execute such documents reasonably required in connection with the Approvals. Such Approvals will not impose any burden or be binding upon the Property prior to Closing, nor impose any cost or liability on Seller, except to the extent consented to by Seller, which consent will not be unreasonably withheld.

(b) Prior to any entry upon the Property by Purchaser, or its contractor, agent, employee, consultant, or other third party at Purchaser's direction (each, a "**Purchaser Consultant**"), Purchaser and any Purchaser Consultant entering the Property shall maintain liability insurance coverage issued with combined single limits of not less than \$2,000,000 per occurrence, which limit may be satisfied by any combination of primary and excess or umbrella policies, includes Seller as an additional insured on a primary and noncontributory basis, and, if requested by Seller in writing, will provide Seller with proof of such coverage. Any Purchaser Consultant that seeks to perform invasive testing or collect samples from the Property shall maintain pollution liability insurance with limits of not less than \$2,000,000, and shall provide evidence that Seller is named as an additional insured on such policy prior to entering the Property.

(c) Purchaser and Purchaser Consultants may enter upon the Property at all reasonable times during the term of the Contract to conduct engineering, environmental and geotechnical studies or any other inspections or tests. Purchaser will indemnify and hold Seller harmless from and against any and all losses or costs incurred by Seller due to any injuries to persons or damage to the Land or Improvements resulting from such studies, inspections, and/or tests, and if Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser will restore any material damage to the Land or Improvements caused by Purchaser or Purchaser Consultants to a reasonable equivalent of its pre-inspection condition; provided, however, that Purchaser shall not be obligated to indemnify or hold Seller harmless from any losses or costs arising out of or relating to (i) acts or omissions of Seller, its agents, or representatives; (ii) Hazardous Materials (defined below) not first placed on the Property by Purchaser or Purchaser Consultants; or (iii) mere discovery of conditions, facts, or circumstances that adversely affect (or may adversely affect) the value of the Property. Purchaser's obligations under this Section shall survive termination of this Contract for a period of twelve (12) months.

(d) Purchaser may extend the Inspection Period for up to 3 additional periods of 45 days each by (i) delivering to Seller and Title Company written notice of Purchaser's election to extend the Inspection Period then in effect, prior to the expiration of the Inspection Period, and (ii) depositing with Title Company the sum of

\$15,000.00 ("**Extension Fee**") within 3 Business Days after the expiration of the Inspection Period then in effect. The Title Company shall hold the Extension Fee in a non-interest-bearing account until Closing. The Extension Fee (and interest on such Extension Fee) will constitute additional Earnest Money and will be applied against the Purchase Price at Closing, but will be non-refundable to Purchaser if Purchaser elects a discretionary termination of the Contract during the Inspection Period as provided in this Section.

(e) If Purchaser elects to proceed with Closing, then Purchaser will notify Seller and Title Company in writing (the "**Approval Notice**") prior to the expiration of the Inspection Period. Unless the Approval Notice is previously delivered to Seller, upon the expiration of the Inspection Period, Title Company will promptly return the Earnest Money to Purchaser and, provided that Seller is not in default hereunder beyond applicable cure periods, will disburse any Extension Fee on deposit to Seller, and all obligations of the parties under this Contract will terminate, excepting those obligations that expressly survive termination. In addition, if Purchaser notifies Seller during the Inspection Period that it does not intend to proceed with the acquisition of the Property (for any reason or no reason in Purchaser's sole and absolute discretion), then Title Company will promptly return the Earnest Money to Purchaser and, provided that Seller is not in default hereunder beyond applicable cure periods, will disburse any Extension Fee on deposit to Seller, and all obligations of the parties under this Contract will terminate, except for those obligations that expressly survive termination of this Contract.

6. Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants, and covenants to Purchaser as follows, which representations and warranties contained in this Section are made by Seller both as of the Effective Date and as of the Closing Date, and will survive Closing for a period of 12 months thereafter:

(a) Formation; Existence. Seller is a municipal corporation duly formed, validly existing, and in good standing under the laws of the State of Wisconsin, and is qualified to do business in the jurisdiction where the Property is located, to the extent as may be required by applicable law.

(b) Not Used.

(c) No Assignment or Encumbrance. Seller further covenants and agrees with Purchaser that, from the Effective Date until Closing, Seller will not sell, assign, or convey any right, title, or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge, or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to Closing.

(d) No Actions. There are no actions, suits, or proceedings pending or, to the best of Seller's Knowledge, threatened against Seller or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal, or other governmental court, department, commission, board, bureau, agency, or instrumentality, domestic or foreign. Until the Closing Date or sooner termination of this Contract, Seller will not seek any zoning changes for the Property without the prior approval of Purchaser.

(e) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument, or obligation to which Seller is a party or by which any portion of the Property is bound. No consent of any lender or any other party is required for Seller to enter into this Contract.

(f) Continued Maintenance. From the Effective Date through the Closing Date, Seller will: (i) continue to maintain the Property in its present condition (ii) not make any alterations or improvements to the Property or on the Land, nor demolish any of the Property and (iii) maintain its existing insurance policies for the Property.

(g) Leases. From the Effective Date through the Closing Date, Seller will not enter into any lease, occupancy agreement, license, or other agreements or rights with respect to the use or occupancy of any portion of the Property without Purchaser's prior written consent, and no leases, occupancy agreements, licenses, or rights of parties in possession affect the Property as of the Effective Date and none will affect the Property at Closing.

(h) No Agreements. From the Effective Date through the Closing Date, Seller will not enter into or amend any oral or written agreements affecting the Property which might become binding on Purchaser or the Property at or after Closing without Purchaser's written consent.

(i) Compliance with Laws. The Property is not the subject of any outstanding order or notice concerning violation of zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit and Seller has cured any such order or notice of violation which Seller has received.

(j) Environmental.

(1) "**Environmental Requirements**" means any and all existing or future federal, state, regional, local ordinances, codes, rules, regulations, common law, or other requirements of any governmental entities or legislative authorities relating to the protection of human health or the environment or natural resources or exposure to Hazardous Materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; the federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the federal Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 *et seq.*; the federal Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; the federal Oil Pollution Act, 33 U.S.C. § 2701 *et seq.*; the federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act, 7 U.S.C. § 136 *et seq.*; the Federal Endangered Species Act, 16 U.S.C. § 1531, *et seq.*; the federal Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Federal Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; and the Occupational Safety and Health Act 29 U.S.C. § 651 *et seq.*; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder, as these laws, rules and regulations were in the past or are currently in effect at the relevant time period. "**Hazardous Materials**" means any hazardous or toxic substance, material, waste, pollutant, or contaminant, whether in solid, semisolid, liquid or gaseous form, including without limitation, asbestos, polychlorinated biphenyls, petroleum, petroleum distillate, petroleum by-products, lead-based paint, microbial growth, mycotoxin, fungus, and any material or substance listed or defined as "hazardous substance," "hazardous waste," "hazardous material," "toxic waste," or "toxic substance" under any Environmental Requirements.

(2) During the period that Seller has owned the Property, there is not now nor has there been any storage, production, transportation, disposal, recycling, treatment, or release of any Hazardous Materials on or in the Property. Seller has complied with all Environmental Requirements. To the best of Seller's Knowledge, and except as disclosed in the Documents, there are no wells, sumps, clarifiers, underground storage tanks, covered surface impoundments, or other sources of Hazardous Materials or contaminants on the Property, or previously located on the Property and subsequently removed.

(3) To the best of Seller's Knowledge, prior to Seller's acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Hazardous Materials on or in the Property.

The Property is not the subject of any outstanding order with or from any governmental authority respecting (i) Environmental Requirements, (ii) Remedial Action, or (iii) any release or threatened release of a Hazardous Material. "**Remedial Action**" means all actions undertaken pursuant to or in accordance with Environmental Requirements to (w) clean up, remove, remediate, treat or in any other way address any Hazardous Material, (x) prevent the release of any Hazardous Material so it does not endanger or threaten to endanger public



health or welfare or the indoor or outdoor environment, (y) perform pre-remedial studies and investigations or post-remedial monitoring and care, and (z) respond to or correct a condition of noncompliance with Environmental Requirements.

(4) Seller has provided to Purchaser all audits, assessments, studies, reports, analyses, results of investigations, or other information related to health, safety, or the environment with respect to the Property that have been performed during Seller's ownership of the Property, or which relate to periods prior to Seller's ownership of the Property and have been provided to Seller.

(5) Seller will indemnify, defend, and hold Purchaser harmless from any claims, damages, and liability of every kind, including all expenses of litigation and attorneys' fees, (i) arising from a breach of any Seller representation or warranty; (ii) arising from a breach or default under any covenants or agreements set forth in this Contract; or (iii) incurred under Environmental Requirements to address any release of Hazardous Materials for which Remedial Action is required by Environmental Requirements or any violation of Environmental Requirements.

(k) Condemnation. There is no pending, nor to Seller's Knowledge threatened, condemnation or similar proceedings affecting the Property.

(l) OFAC Compliance. Seller has not been and will not be a person or entity described by Sec. 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (Sept. 24, 2001) and has not been and will not be a person or entity with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States, and to its knowledge, has not and will not engage in any dealings or transactions, at any time otherwise associate, with any such persons or entities.

(m) Bankruptcy. There is no bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, pending or, to Seller knowledge, threatened against Seller.

As used herein, the term "**Seller's Knowledge**" or any variation thereof shall mean the knowledge of the City of Menomonee Administrator and the City of Menomonee Director of Public Works ("**Seller's Knowledge Parties**"). Seller represents and warrants to Purchaser that Seller's Knowledge Parties are the individuals owning an interest in the Property or employed by Seller who have the most knowledge and information concerning the Property.

7. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows, which representations and warranties contained in this Section are made by Purchaser both as of the Effective Date and as of the Closing Date, and will survive Closing for a period of twelve (12) months after the Closing Date:

(a) Formation; Existence. Purchaser is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Indiana, and is qualified to do business in the jurisdiction where the Property is located, to the extent as may be required by applicable law.

(b) Authority. The execution by Purchaser of this Contract and the consummation by Purchaser of the purchase contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument, or obligation to which Purchaser is a party. No consent of any other party is required for Purchaser to enter into this Contract.

(c) Untrue Statement. None of the representations, warranties, or covenants made by Purchaser under this Contract contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading.

8. Closing Conditions.

(a) Purchaser's Closing Conditions. The Closing and Purchaser's obligations with respect to the transaction provided for in this Contract are subject to the satisfaction or waiver by Purchaser of the following conditions (collectively, the "**Purchaser Closing Conditions**"):

(1) Representations and Warranties. All representations and warranties of Seller contained herein will be true, accurate, and complete in all material respects at the time of Closing as if made again at such time.

(2) Seller Obligations. Seller will have performed all obligations to be performed by Seller hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance) and complied with all Seller's covenants set forth in this Contract.

(3) Condition of Property. At Closing, title to the Property will be free and clear of all liens, encumbrances, covenants, restrictions, rights-of-way, easements, leases, and other matters affecting title, except for the Permitted Exceptions and Title Company will deliver the Title Policy, or Title Company's irrevocable commitment to issue the Title Policy, to Purchaser. At Closing, there shall have been no material, adverse changes in the environmental condition of the Property.

(4) Suits or Proceedings. No action, suit, or proceeding will be pending or threatened before any court, administrative agency, or arbitrator wherein an unfavorable injunction, order, decree, ruling, or charge would: (i) prevent consummation of this Contract; (ii) cause this Contract to be rescinded following consummation; or (iii) adversely affect the right of Purchaser after the Closing Date to own, quietly enjoy, use and control the Property.

(b) Failure of Purchaser Closing Condition. If Purchaser determines, in Purchaser's reasonable discretion, that any of the above Purchaser Closing Conditions cannot be met to Purchaser's satisfaction prior to Closing, then Purchaser may terminate this Contract by written notice to Seller, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and Title Company will refund the Earnest Money and any Extension Fee to Purchaser and, provided that Seller is not in default hereunder beyond applicable cure periods, release the Extension Fee on deposit to Seller, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder other than those which survive termination of this Contract as expressly set forth herein. Notwithstanding the foregoing, if any of the Purchaser Closing Conditions cannot be met to Purchaser's satisfaction prior to Closing due to Seller's breach of its obligations or covenants set forth in this Contract, Purchaser shall have the rights and remedies set forth in Section 16(a) below.

(c) Seller's Closing Conditions. Seller's sale of the Property is subject to satisfaction of the following conditions prior to Closing (collectively, the "**Seller Closing Conditions**"):

(i) Representations and Warranties. All representations and warranties of Purchaser contained herein will be true, accurate, and complete in all material respects at the time of Closing as if made again at such time.

(ii) Purchaser Obligations. Purchaser will have performed all obligations to be performed by Purchaser hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance).

(d) Failure of Seller Closing Condition. If Seller determines, in Seller's reasonable discretion that any of the above Seller Closing Conditions cannot be met to Seller's satisfaction prior to Closing, then Seller may terminate this Contract by written notice to Purchaser, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and Title Company will, provided that Seller is not in default hereunder beyond applicable cure periods, release the Earnest Money and any Extension Fee on deposit to Seller, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in Section 5.

9. Closing The closing ("**Closing**") will take place on a date ("**Closing Date**") selected by Purchaser which is on or before thirty (30) days after the expiration of the Inspection Period (as the same may be extended). At Closing, Seller shall provide assurances and acknowledgements to Title Company concerning the potential "gap" between Title Company's most recent title insurance examination and the actual recording of the Deed (which may be after the Closing) as may be reasonably requested by Title Company. There shall be no requirement that Seller and Purchaser physically attend Closing, and all funds and documents to be delivered at Closing shall be delivered to Title Company unless the parties hereto mutually agree otherwise.

10. Seller's Obligations at Closing. At the Closing, Seller will duly execute and deliver to Title Company, at Seller's expense, the following:

(a) Deed. An original Special Warranty Deed in a form reasonably acceptable to Purchaser and Title Company (the "**Deed**"), duly signed and acknowledged by Seller, which Deed will convey to Purchaser, its designee and/or its assigns good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Permitted Exceptions.

(b) Title Policy. All documentation required of the Seller for the Title Company to issue the Title Policy to Purchaser (the cost of the premium for such Title Policy to be allocated between the parties in accordance with Section 12(a) below).

(c) Non-Foreign Affidavit. A non-withholding statement in the form of **Exhibit B** attached hereto (the "**Non-Foreign Affidavit**").

(d) Evidence of Authority. Such documents as may be reasonably required by Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(e) Owner's Affidavit. One (1) original Owner's Affidavit in a form acceptable to Title Company to cause Title Company to issue the Title Policy including ALTA Extended Coverage with an ALTA 9.1-06 Endorsement (Restrictions, Encroachments, Minerals - Owner's Policy - Unimproved Land) without any exception for any parties in possession and without any exception for any mechanic's liens that may be recorded as a result of any work performed prior to the Closing Date.

(f) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction.

(g) Possession. Possession of the Property shall be delivered at Closing It shall be Seller's responsibility, at Seller's cost, to vacate all tenants occupying the Property prior to Closing. Seller shall remove any personal property, garbage, debris, and waste from the Property prior to Closing.

11. Purchaser's Obligations at Closing. At Closing, Purchaser will deliver to Seller, at Purchaser's expense, the following:

CONFIDENTIAL  
WWI8

(a) Purchase Price. The Purchase Price plus any prorations and Purchaser's share of closing costs as set forth in Section 12 below.

(b) Evidence of Authority. If required by the Title Company, a certificate of Senior Corporate Counsel evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(c) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction.

12. Costs and Adjustments.

(a) Taxes and Closing Costs. Seller shall be entitled to receive any income in respect of the Property and shall be obligated to pay all expenses in respect of the Property for all time periods prior to and including the day prior to the Closing Date. All ad valorem taxes levied or assessed against the Property by applicable taxing authorities, including the current installment for any assessment (special, bond, or otherwise), will be prorated between Purchaser and Seller on an "accrual basis" as of the date of Closing pursuant to the provisions of this Section 12(a). The apportionment of taxes will be upon the basis of the tax rate for the current year of Closing, provided, in the event that the current year's real estate taxes are not available as of the Closing Date, the proration shall be based upon one hundred five percent (105%) of the amount of the most recently available tax bill with Seller responsible for the payment of Taxes up to and including date of Closing, notwithstanding that taxes for the year of Closing may not be assessed until the following year. Such proration and credit at Closing shall be deemed final and not subject to re-proration or other adjustment. If the Land is assessed as a part of a larger tax parcel, then taxes will be prorated based on the Land's percentage of the total land area included in the tax parcel; and adjustments in the prorations will be made if necessary upon receipt of the tax statements for the year of Closing, and both parties agree that payment of the amount of such adjustments will be made within thirty (30) days of receipt of such tax statements for the year of Closing. If the Land is assessed as a part of a larger tax parcel, Seller will pay at Closing, or deposit in escrow with Title Company, the prorata share of the taxes attributable to that portion of the tax parcel not constituting a part of the Land. Notwithstanding the foregoing, Seller will be responsible for and will indemnify Purchaser against any and all rollback taxes and other taxes assessed from and after Closing which are attributable to the period prior to Closing due to a change in land use, ownership or otherwise. If rollback taxes will be assessed, Seller will pay or escrow with Title Company an amount determined by Title Company to be sufficient for payment in full of the rollback taxes assuming a change in use at Closing. Seller and Purchaser will each be responsible for the fees and expenses of their respective attorneys and one-half of the escrow fees charged by Title Company. Seller will pay for the costs of (a) the tax certificates, if any; (b) all documentary and other transfer taxes payable in connection with the recordation of the Deed; (c) all recording fees; and (d) the premium for the standard coverage portion of the Title Policy. Purchaser will pay for the costs of (x) the premium for the extended coverage portion of the Title Policy and any endorsements Purchaser desires to obtain to the Title Policy; and (y) the Survey. Any other expenses, charges, and fees of Closing not otherwise specifically allocated herein or incurred by a specific party, will be borne by the parties in accordance with the general custom and practice in the county where the Property is located, or if no such custom or practice exists, they will be borne equally between the parties, or as otherwise agreed to by the parties.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including public utility charges, maintenance and service charges, and all other normal operating charges of the Property, will be prorated as of the Closing Date; provided that Purchaser will not be obligated for payments under any management, service, or other contractual agreements affecting the Property and the same will be terminated prior to Closing unless Purchaser expressly elects to assume the same.

(d) Adjustments. If any adjustments pursuant to this Section 12 are determined to be erroneous, then the party who is entitled to additional monies will invoice the other party for such additional amounts as may be



owing, and such amounts will be paid within sixty (60) days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of one (1) year after the Closing Date, and either party may dispute any such claim.

13. Not Used.

14. Destruction/Condemnation of Property. If all or any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under eminent domain law after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at Closing: (i) in the event of a casualty, Seller will assign the insurance proceeds to Purchaser; and (ii) in the event of a taking, or condemnation, Seller will assign to Purchaser its rights to any condemnation proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty, condemnation, or taking is a Material Event (defined below), then Purchaser may elect to terminate this Contract by written notice to Seller given on or before the Closing Date, and upon such termination, any Earnest Money and any Extension Fee will be returned to Purchaser and the parties will have no further liability or obligation hereunder. As used in this Section, a "**Material Event**" means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed \$100,000.00; or (b) a casualty, taking, or condemnation which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or otherwise impede Purchaser's planned use or development of the Property.

15. Notices. All notices, demands or other communications of any type given by Seller to Purchaser, or by Purchaser to Seller, whether required by this Contract or in any way related to the transaction contracted for herein, will be void and of no effect unless given in accordance with this Section. All notices will be in writing and delivered to the person to whom the notice is directed at the address(es) set forth below, either: (a) personally; (b) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested; (c) by a nationally-recognized delivery service providing proof of delivery; or (d) by email, provided that, for delivery pursuant to this clause (d), a copy is also sent pursuant to either clause (a), (b), or (c) above within two (2) business days. Each party agrees to promptly deliver confirmation of receipt of email notice to the other party, provided failure by a party to acknowledge receipt shall have no bearing on the determination of delivery. Except for email notice, which is deemed delivered at the time it is sent, notice is deemed given upon delivery (or, in the case of delivery via the method described in (b), the earlier of delivery or three (3) days following the date of depositing), or when delivery is refused. If any notice or other communication to be delivered by e-mail attachment as provided above cannot be transmitted because of a problem affecting the receiving party's computer (including, without limitation file size limitations), the notice must be re-sent and the deadline for receiving such notice or other communication shall be extended through the next business day. Either party may change its notice address by giving notice in the manner set forth above. Each party agrees that notices sent to the address(es) shown below are all of the parties who comprise such party who are entitled to notice under this Contract. The attorneys for any party hereto shall be entitled to provide any notice that a party desires to provide or is required to provide hereunder.

Seller:

Eric Atkinson  
City of Menomonie  
800 Wilson Avenue

Menomonie, WI 54751  
Telephone: 715.232.2221  
Email: atkinsone@menomonie-wi.gov

Purchaser:

SPA Properties, LLC  
8801 River Crossing Blvd., Suite 300  
Indianapolis, IN 46240

Attention: Jeff Cromer  
Telephone: 317.332.9296  
Email: [jeffc@scannellproperties.com](mailto:jeffc@scannellproperties.com)

16. Remedies.

(a) If Seller fails to timely comply with all conditions, covenants, and obligations hereunder, or any of the representations and warranties of Seller contained herein are untrue, such failure or misrepresentation will be an event of default by Seller, and Purchaser will not be obligated to consummate Closing and may (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, but the Earnest Money and any Extension Fee will be refunded to Purchaser, and Seller will reimburse Purchaser for its out-of-pocket expenses incurred in connection with this Contract and its due diligence, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those that expressly survive termination hereunder; and/or (ii) exercise any rights or remedies as may be available to Purchaser at law or in equity, including enforcing specific performance of this Contract. Notwithstanding anything to the contrary contained herein, an event of default by Seller will not be deemed to have occurred unless and until Seller has failed to cure within ten (10) days of receipt of notice from Purchaser of such default. The requirements of this Section 16(a) shall survive termination of this Contract. Purchaser shall have all rights and remedies available at law or equity in the event any of the representations and warranties of Seller contained in this Contract are found to be untrue after Closing.

(b) IF PURCHASER FAILS TO CLOSE THE TRANSACTION CONTEMPLATED HEREUNDER AS MAY BE REQUIRED PURSUANT TO THE TERMS HEREOF, EXCEPT DUE TO A DEFAULT BY SELLER, SUCH FAILURE WILL BE AN EVENT OF DEFAULT BY PURCHASER ("**PURCHASER DEFAULT**") AND SELLER, AS ITS SOLE AND EXCLUSIVE REMEDY, MAY TERMINATE THIS CONTRACT AND RECEIVE FROM TITLE COMPANY THE EARNEST MONEY DEPOSITED WITH TITLE COMPANY AS LIQUIDATED DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, A PURCHASER DEFAULT WILL NOT BE DEEMED TO HAVE OCCURRED UNLESS AND UNTIL PURCHASER HAS FAILED TO CURE WITHIN 10 DAYS OF RECEIPT OF NOTICE FROM SELLER OF SUCH DEFAULT. THE EARNEST MONEY IS AGREED UPON BY AND BETWEEN SELLER AND PURCHASER AS LIQUIDATED DAMAGES DUE TO THE DIFFICULTY AND INCONVENIENCE OF ASCERTAINING AND MEASURING ACTUAL DAMAGES, AND THE UNCERTAINTY THEREOF, AND NO OTHER DAMAGES, RIGHTS OR REMEDIES WILL IN ANY CASE BE COLLECTIBLE, ENFORCEABLE OR AVAILABLE TO SELLER AGAINST PURCHASER, AND SELLER WILL ACCEPT THE EARNEST MONEY AS SELLER'S TOTAL DAMAGES AND RELIEF, SELLER HEREBY WAIVING ANY OTHER RIGHTS OR REMEDIES TO WHICH IT MAY OTHERWISE BE ENTITLED. THE FOREGOING LIMITATIONS WILL NOT APPLY TO PURCHASER'S INDEMNITIES PURSUANT TO SECTION 5(C). THE REQUIREMENTS OF THIS SECTION 16(B) SHALL SURVIVE TERMINATION OF THIS CONTRACT.

Seller's Initials: \_\_\_\_\_

Purchaser's Initials: M.P.

17. Confidentiality. Seller will not make public announcements regarding this Contract or Purchaser's proposed purchase of the Property without Purchaser's prior consent, which Purchaser may withhold in its sole and absolute discretion, and Seller will instruct its brokers, developers, contractors, subcontractors, agents and consultants not to make or issue any public announcement regarding this Contract or Purchaser's proposed acquisition of the Property. All information specifically labeled as "confidential" or that would reasonably be presumed to be confidential, including the terms and conditions of this Contract, and all non-public information relating to Purchaser's acquisition or development of the Property (collectively, "**Confidential Information**"), that is learned by or disclosed to Seller with respect to Purchaser or Purchaser's business in connection with this Contract will be kept

CONFIDENTIAL  
WW18

strictly confidential by Seller and will not be used (except for Seller's confidential internal purposes, or as otherwise required by Legal Requirements (defined below), or for disclosing to Seller's agents, servants, directors, officers or employees, prospective purchasers or lenders, provided any such party understands and agrees to be bound by the terms of this confidentiality provision) or disclosed to others by Seller, without the express prior consent of Purchaser, which Purchaser may withhold in its sole and absolute discretion. As used above, the term "**Legal Requirements**" means all applicable federal, state, county and municipal statutes, ordinances, codes, rules, regulations and requirements. The provisions of this Section 17 will survive Closing or the termination of this Contract.

18. Exclusivity. Between the Effective Date and the Closing Date (or earlier termination of this Contract as provided herein), Seller will not negotiate, or enter into, any agreement pertaining to the sale, exchange, lease, or transfer of all or any portion of the Property to any person or entity other than Purchaser or its assigns.

19. Assignment. Purchaser may, at its option and at any time during the term of this Contract, assign this Contract without the consent of Seller.

20. Escrow Instructions. The terms of this Contract shall serve as instructions to Title Company, and Title Company agrees to deposit the Earnest Money in an interest-bearing account and to hold and disburse the Earnest Money, and any interest earned thereon, as provided herein. Seller and Purchaser shall execute and deliver to Title Company any additional or supplementary instructions as may be necessary to implement the terms of this Contract and close the transactions contemplated hereby, provided such instructions are consistent with and merely supplement this Contract and shall not in any way modify, amend or supersede this Contract. Such supplementary instructions, together with the escrow instructions set forth in this Contract, as they may be amended from time to time by the parties, shall collectively be referred to as the "**Escrow Instructions**." The Escrow Instructions may be amended and supplemented by such standard terms and provisions as the Title Company, as escrow holder, may request the parties hereto to execute; provided, however, that the parties hereto and Title Company acknowledge and agree that in the event of a conflict between any provision of such standard terms and provisions supplied by the Title Company and the Escrow Instructions, the Escrow Instructions shall prevail. After the expiration of the Inspection Period, if either party makes a written demand upon Title Company for payment of the Earnest Money, Title Company shall give written notice to the other party of such demand. If Title Company does not receive a written objection from the other party to the proposed payment within five (5) business days after the giving of such notice, Title Company is hereby authorized to make such payment. If Title Company does receive such written objection within such five (5) business day period, Title Company shall continue to hold such amount until otherwise directed by mutually agreed upon written instructions from the parties to this Contract or from an order of a court of competent jurisdiction. However, Title Company shall have the right at any time to deposit the Earnest Money with a court of competent jurisdiction in the state in which the Property is located. Title Company shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Title Company shall be relieved and discharged of all further obligations and responsibilities hereunder.

21. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract will be construed and interpreted in accordance with the laws of the state where the Property is located, and the jurisdiction and venue with respect to any disputes arising hereunder will be proper only in the city or county in which the Property is located. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa. The terms "successors and assigns" will include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Contract in all respects.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by Seller and Purchaser. Each party may waive any of the Contract's conditions or obligations of the other



party, but any such waiver will be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) Attorneys' Fees. If it becomes necessary for either party to file a suit to enforce this Contract or any terms contained herein, the prevailing party may recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

(d) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Contract. Whenever required by the context of this Contract, the singular shall include the plural and the masculine shall include the feminine and vice versa. The words "include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation." This Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Contract. All exhibits referred to in this Contract are attached and incorporated by this reference. Unless otherwise specified, in computing any period of time described herein, the day of the act or event upon which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the last day of the period so computed shall be the next succeeding business day. For purposes of this Contract, the term "**business day**" shall mean any day other than Saturday, Sunday, or any day upon which banks in the state where the Property is located are required or permitted to be closed.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) and that certain Nondisclosure Agreement dated September 19, 2024 ("**NDA**") constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. In the event of any conflict between the NDA and this Contract regarding information about the Property or this Contract, this Contract will control. No representation, warranty, covenant, agreement, or condition not expressed in this Contract and the NDA will be binding upon the parties hereto or will affect or be effective to interpret, change or restrict this Contract.

(f) Multiple Originals and Counterparts; Electronic Documents. This Contract may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(g) Real Estate Commission. Except for KBC Advisors and The Boerke Company, Inc. (collectively, the "**Brokers**") to whom Purchaser will pay a commission (the "**Commission**") pursuant to separate written agreement(s), each party represents and warrants to the other that no broker or finder is connected with or has been engaged by it in connection with any of the transactions contemplated by this Contract. Purchaser will be obligated to pay any and all commissions or fees which may be due the Brokers in connection with the transactions contemplated herein. In the event of a claim for any other broker's or finder's fee or commissions in connection herewith, each party will indemnify the other against any such claims made based upon any act, statement, or agreement alleged to have been made by the indemnifying party.

(h) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday, or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday, or federal legal holiday.

(i) Binding Effect. This Contract will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns.

(j) Waiver of Consequential Damages. Notwithstanding any provision in this Contract to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business, except that this sentence will not apply to Seller's breach of its confidentiality obligations under this Contract.

(k) Waiver of Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF SELLER AND PURCHASER WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SELLER AND PURCHASER ARISING OUT OF THIS CONTRACT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

(l) Anti-Corruption. Seller will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Contract. Seller will maintain true, accurate, and complete books and records concerning any payments made to another party by Seller under this Contract, including on behalf of Purchaser. Purchaser and its designated representative may inspect Seller's books and records to verify such payments and for compliance with this Section.

(m) Effective Date. All references in this Contract to the "**Effective Date**" will mean the later of the dates upon which Seller and Purchaser execute this Contract as set forth on the signature page below.

(n) No Waiver. Notwithstanding any law, usage, or custom to the contrary, each party may enforce this Contract in strict accordance with its terms; and the failure to do so will not create a custom contrary to the specific terms, provisions and covenants of this Contract or modify the same, and a waiver by either party to enforce its rights pursuant to this Contract will not be a waiver of such party's rights in connection with any subsequent default. No waiver by either party will be deemed to have been made unless expressed in writing and signed by such party.

[Signature Page to Follow]

CONFIDENTIAL  
WWI8

**EXECUTED** to be effective as of the Effective Date.

**SELLER:**

CITY OF MENOMONIE,  
a municipal corporation of the State of Wisconsin


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**PURCHASER:**

SPA PROPERTIES, LLC,  
an Indiana limited liability company

By:   
Name: Marc D. Pflieger  
Title: Manager  
Date Signed: 1/13/2025

**RECEIPT OF ONE (1) EXECUTED  
COUNTERPART OF THIS CONTRACT IS  
HEREBY ACKNOWLEDGED:**

**TITLE COMPANY:**

First American Title Insurance Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_



CONFIDENTIAL  
WWI8

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The Southwest 1/4 of the Northeast 1/4 of Section 8, Township 28 North, Range 12 West, in the City of Menomonie, Dunn County, Wisconsin; EXCEPT the North 33 feet thereof; EXCEPT CERTIFIED SURVEY MAP NO. 3598, recorded in Volume 17 of Certified Survey Maps on, Page 48 as Document No. 547830; AND EXCEPT CERTIFIED SURVEY MAP NO. 3042, recorded in Volume 14 of Certified Survey Maps on, Page 22 as Document No. 516592.

Exhibit A

**EXHIBIT B**

**FORM OF CERTIFICATE OF TRANSFEROR  
OTHER THAN AN INDIVIDUAL  
(FIRPTA Affidavit)**

Section 1445 of the Internal Revenue Code of 1986 (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. **[INSERT IF SELLER IS A SINGLE-MEMBER DISREGARDED LLC: [INSERT NAME OF SELLER ENTITY], a \_\_\_\_\_ is a disregarded entity whose sole owner is [\_\_\_\_\_], [a Delaware limited liability company] ("Transferor").** To inform \_\_\_\_\_, a \_\_\_\_\_, the transferee of certain real property located in \_\_\_\_\_ County, \_\_\_\_\_ that withholding of tax is not required upon the disposition of such U.S. real property interest by **[INSERT IF SELLER IS NOT A SINGLE-MEMBER DISREGARDED LLC: the undersigned ("Transferor")]** **[INSERT IF SELLER IS A SINGLE-MEMBER DISREGARDED LLC: [INSERT NAME OF SELLER ENTITY], a \_\_\_\_\_, whose sole owner is Transferor,]** the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is \_\_\_\_\_;
3. Transferor's office address is: \_\_\_\_\_; and
4. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**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:** Proposed Street Lighting, Traffic Signals and Pedestrian Signals Agreement with Dunn County and Wisconsin Department of Transportation  
**DATE:** January 21, 2025 City Council Meeting

With assistance from the City Attorney, City Staff have negotiated the attached Agreement with Dunn County and Wisconsin Department of Transportation to clarify responsibilities for maintaining the street lighting, traffic signals and pedestrian signals along County, State and Federal highways within the City of Menomonie.

This proposed Agreement replaces one written agreement and several “handshake” agreements between the parties. City Staff, County Staff and WiisDOT Staff felt that a single current document would simplify matters moving forward.

City Staff recommends approval of the proposed Agreement. If City Council concurs, the appropriate motion would be ***Approve the Street Lighting, Traffic Signals and Pedestrian Signals Agreement with Dunn County and Wisconsin Department of Transportation*** (simple majority vote).

**Attachments:**

- Street Lighting, Traffic Signals and Pedestrian Signals Agreement

**STREET LIGHTING, TRAFFIC SIGNALS,  
AND PEDESTRIAN SIGNALS  
AGREEMENT**

This Street Lighting, Traffic Signals, and Pedestrian Signals Agreement (this “*Agreement*”) is made and entered into as of the Effective Date, as hereinafter defined, by and between the City of Menomonie, a Wisconsin municipal corporation (the “*City*”), Dunn County, a Wisconsin governmental subdivision (“*County*”) and the Wisconsin Department of Transportation (“*WisDOT*”). The City, County and WisDOT may be referred to individually as a “*Party*” and collectively as the “*Parties.*”

**RECITALS**

**WHEREAS**, the Parties wish to enter into an agreement to clarify responsibility to operate, maintain, and replace street lights, traffic signals, and pedestrian signals on USH 12, STH 25, STH 29, IH 94, and CTH B located within the city of Menomonie;

**WHEREAS**, non-utility street lighting exists along the following roadways within or near the City:

1. IH 94 including, but not limited to, on-ramps, off-ramps, and waysides;
  2. USH 12 at its intersection with Heller Road;
  3. USH 12 from its intersection with STH 25 / 4<sup>th</sup> Avenue West to its intersection with STH 29;
  4. STH 25 from approximately 600-feet north of its intersection with Cedar Falls Road to its intersection with 12<sup>th</sup> Avenue West;
  5. STH 29 from its intersection with STH 25 to its intersection with 9<sup>th</sup> Street East;
  6. USH 12 / STH 29 from approximately 300-feet west of its intersection with 21<sup>st</sup> Street East to approximately 500-feet east of its intersection with Stokke Parkway;
  7. USH 12 / STH 29 from approximately 500-feet west to approximately 500-feet east of its intersection with CTH B.
  8. CTH B from its intersection with 578<sup>th</sup> Avenue north to its intersection with Packer Drive;
  9. CTH B from its intersection with 578<sup>th</sup> Avenue south to its intersection with USH 12 / STH 29;
- and,

**WHEREAS**, traffic signals exist at the following intersections within or near the City:

10. Cedar Falls Road / Hils Court;
11. STH 25 / Cedar Falls Road;
12. STH 25 / IH 94 Westbound Ramps;
13. STH 25 / IH 94 Eastbound Ramps;
14. STH 25 / Oak Avenue;
15. STH 25 / USH 12 / Pine Avenue;
16. USH 12 / Heller Road;
17. STH 25 / USH 12 / Meadow Hill Drive / Wolske Bay Road;
18. STH 25 / USH 12 / 4<sup>th</sup> Avenue / Crescent Street;
19. STH 25 / 6<sup>th</sup> Avenue;
20. STH 25 / STH 29 / Main Street;
21. STH 25 / STH 29 / 11<sup>th</sup> Avenue West;

22. STH 25 / 13<sup>th</sup> Avenue;
23. STH 25 / 21<sup>st</sup> Avenue;
24. STH 29 / USH 12 / Main Street / Crescent Street / 4<sup>th</sup> Street East;
25. STH 29 / USH 12 / 6<sup>th</sup> Street East;
26. STH 29 / USH 12 / 21<sup>st</sup> Street East;
27. STH 29 / USH 12 / Red Cedar Street;
28. CTH B / 3M Drive;
29. CTH B / IH 94 Eastbound Ramps;
30. CTH B / IH 94 Westbound Ramps;
31. CTH B / Badger Drive / 628<sup>th</sup> Avenue;
32. CTH B / USH 12 / STH 29; and,

**WHEREAS**, pedestrian signals exist at most of the above-mentioned traffic signals and at the following additional intersections within the City:

33. STH 25 / USH 12 / Cherry Street;
34. STH 25 / STH 29 / 10<sup>th</sup> Avenue;
35. STH 25 / 17<sup>th</sup> Avenue;
36. USH 12 / 2<sup>nd</sup> Street East (extended);
37. STH 29 / 2<sup>nd</sup> Street East;
38. USH 12 / STH 29 / 13<sup>th</sup> Street East;
39. USH 12 / STH 29 / 17<sup>th</sup> Street East; and,

**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:

1. Definitions. In this Agreement, the following terms shall be defined as follows:
  - a. “Operate and Maintain” shall mean paying for electricity, replacing burned out bulbs, ballasts, and/or drivers; and replacing damaged concrete bases, control cabinets, electrical services, wiring transformer bases, poles, arms, luminaires, traffic signal heads, pedestrian push buttons, pedestrian signal heads, rectangular rapid flashing beacon, solar panels, optical or radar detection equipment, and/or any other appurtenant items; including furnishing all materials, tools, and labor; and
  - b. “Replacement” shall mean removing and replacing one or more street lights, traffic signals and/or pedestrian signals that have reached the end of their useful life or need to be relocated to accommodate geometric changes to the roadway; including furnishing all engineering, materials, tools and labor.
2. Term and Termination. This Agreement shall begin on the Effective Date and continue until terminated by any Party by providing the other Parties at least ninety (90) days’ written notice of its intent to terminate this Agreement.

3. WisDOT Responsibilities.

- a. WisDOT will Operate and Maintain all street lighting on IH 94 including, but not limited to, on-ramps, off-ramps, and waysides and on USH 12 / STH 29 near CTH B (Recital Items # 1 and 7, above) at its sole expense; and,
- b. WisDOT will Operate and Maintain the traffic signals at the intersections of STH 25 / IH 94 Westbound Ramps, STH 25 / IH 94 Eastbound Ramps, CTH B / IH 94 Westbound Ramps, CTH B / IH 94 Eastbound Ramps, STH 25 / Cedar Falls Road and CTH B / STH 29 at its sole expense (Recital Items # 11, 12, 13, 29, 30 and 32, above).

4. The City Responsibilities.

- a. The City will Operate and Maintain the street lighting on CTH B south of 578<sup>th</sup> Avenue (Recital Item # 9, above) at the County's expense.
  - i. The City will track costs and send invoices to County on a quarterly basis.
- b. The City will Operate and Maintain all street lighting not listed in Section 3 or Section 4-a, and all pedestrian signals within the City at its sole expense;
- c. The City will Operate and Maintain all traffic signals not listed in Section 3 within the City at its sole expense; and
- d. The City at its sole expense will establish and maintain the traffic signal timing parameters for the necessary signal progression for any interconnected signal systems operating in coordination that include both City and WisDOT operated and maintained signals.
  - i. Coordinated timing parameters prepared by the City will be subject to approval by WisDOT.
- e. The City at its sole expense will coordinate operation of the CTH B / Badger Drive / 628<sup>th</sup> Avenue traffic signal (Recital Item # 31) with the operation of the adjacent railroad crossing.

5. County Responsibilities.

- a. County will review the invoices as provided in Section 4 of this Agreement and reimburse the City within thirty (30) days of receipt of the invoice.
- b. County will notify City if it feels any of the costs are unreasonable within fourteen (14) days of receiving the invoice.





10. Headings. The section headings are for convenience only, and the substantive portions hereof control without regard to the headings.
11. 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.
12. 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.
13. Amendment. This Agreement may not be modified, altered or changed except in writing and signed by the Parties hereto.
14. Counterparts 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 hereby execute this Street Lighting, Traffic Signals, and Pedestrian Signals Agreement as of the dates listed below, the last of which shall be the “Effective Date” of this Agreement.

CITY OF MENOMONIE

DUNN COUNTY

\_\_\_\_\_  
Randy Knaack, Mayor

\_\_\_\_\_  
Dustin Binder, Highway Commissioner

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

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

WISCONSIN DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Timothy Mason, Northwest Region Deputy Director

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



**City of Menomonie**  
David Schofield

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

---

**TO:** Mayor Knaack & City Council  
**FROM:** David Schofield, Director of Public Works  
**SUBJECT:** University of Wisconsin-Stout Long-Range Plan Presentation  
**DATE:** January 21, 2025 City Council Meeting

The University of Wisconsin-Stout has completed their Long-Range Plan and have asked to share the following presentation with the City Council.

The Long-Range Plan shows two proposed street vacations which would need to be reviewed by the Plan Commission and City Council if/when formal applications are made:

- 10<sup>th</sup> Avenue East from 3<sup>rd</sup> Street East to 5<sup>th</sup> Street East. The Long-Range Plan shows a pedestrian mall in this area to eliminate conflicts between pedestrians and drivers. The pedestrian mall would be wide enough and thick enough to accommodate emergency vehicles.
- 2<sup>nd</sup> Avenue West from 3<sup>rd</sup> Street West to 4<sup>th</sup> Street West (near Red Cedar Hall). The Long-Range Plan shows a parking lot and geothermal well field in this area.

Councilpersons desiring to review the full Long-Range Plan may do so by contacting Justin Utpadel, UW-Stout Senior Facilities Officer, at [utpadelj@uwstout.edu](mailto:utpadelj@uwstout.edu).

No action is recommended at this time.

**Attachments:**

- Long-Range Plan Presentation

# UNIVERSITY LONG-RANGE PLAN

**Erik Guenard**, *Vice Chancellor*

**Justin Utpadel**, *Senior Facilities Officer*



**University of  
Wisconsin-Stout**

Wisconsin's Polytechnic University

# UW-Stout's Value



City of  
**MENOMONIE**



**WISCONSIN'S**  
**POLYTECHNIC UNIVERSITY**



University of  
Wisconsin-Stout

# Enhancing Our Identity.

Amplifying Distinction as Wisconsin's Polytechnic University.



## Applied Learning & Research

- **3x Labs & Studios** as Traditional Classrooms
- Most **Engineering & Technology** Grads in Northern Wisconsin
- Nationally Recognized **School of Art & Design**



## Business & Industry Collaboration

- **Industry-Sponsored R&D** Projects, Equipment & Capstones
- **Professional Advisory Committees**
- **Consulting & Training Solutions** for Industry



## Career-Focused Experiences

- **1,000+ Annual Internship Placements**
  - 2024 AASCU Award
- **99% Employed** or Continuing Education
- **55+ Fortune 500 Employers**





# Planning Aligned for the Future.

2020

Focus 2030  
Strategic Plan

Strategic Enrollment  
Plan

Comprehensive  
Academic Plan

University Long-  
Range Plan

2024

## THE VALUE OF A LONG-RANGE PLAN

- Responds to strategic and academic plans
- Driven by principles
- Visionary yet realistic
- Flexible development framework
- Optimizes resources and adjacencies
- Identifies short- and long-term strategies (*it won't all happen tomorrow*)
- Establishes capital priorities
- Participatory and consensus-based





University of  
Wisconsin-Stout

Wisconsin's Polytechnic University



Menomonie, WI



# Campus Transformation

## Facility Interventions



- 5 **Reposition Assets**  
Strategic Renovations
- 4 **10<sup>TH</sup> Avenue**  
Transformation
- 3 **Swanson Library**  
Next Generation Learning
- 2 **Innovation Hub**  
Polytechnic Nexus
- 1 **Sorensen Hall**  
Welcome + One Stop

EXISTING BUILDING

ACADEMIC BUILDING WITH RENOVATED TEACHING AND RESEARCH LABS

PROPOSED NEW BUILDING

IMPROVEMENT AREA

EXISTING PRIMARY ROUTE

PROPOSED WAYFINDING





# Innovation Hub

Current State







# Innovation Hub

Future State





# 4 10<sup>th</sup> Avenue

Current State





# 4 10<sup>th</sup> Avenue

Future State







University of  
Wisconsin-Stout  
Wisconsin's Polytechnic University

North  
Campus

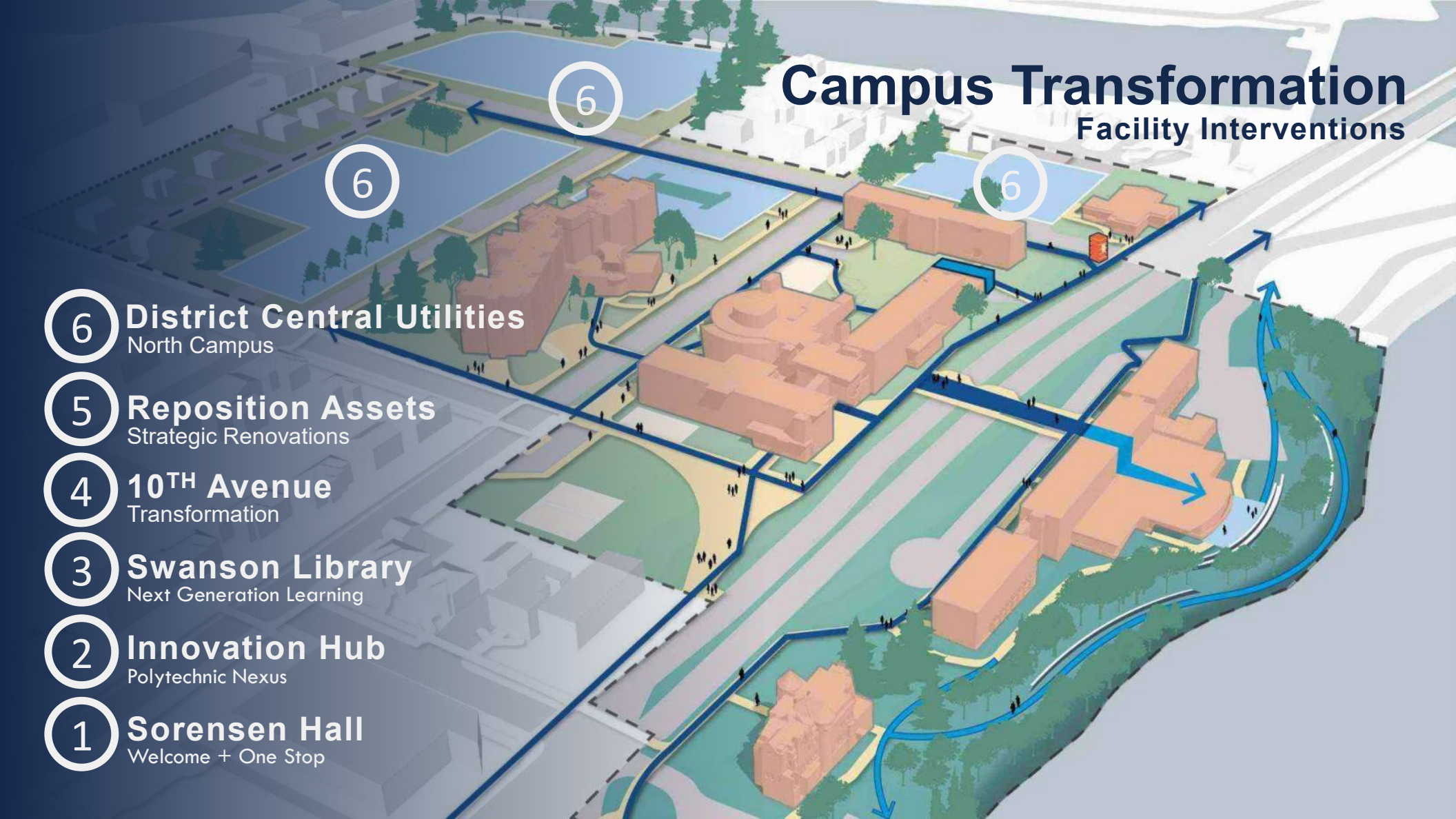
↙ Main Campus



# Campus Transformation

## Facility Interventions

- 6** District Central Utilities  
North Campus
- 5** Reposition Assets  
Strategic Renovations
- 4** 10<sup>TH</sup> Avenue  
Transformation
- 3** Swanson Library  
Next Generation Learning
- 2** Innovation Hub  
Polytechnic Nexus
- 1** Sorensen Hall  
Welcome + One Stop







UW-Stout

Wisconsin's  
Polytechnic  
University

UW-Stout

Wisconsin's  
Polytechnic  
University

Plant  
Bank & Trust



# UW-Stout's Value



City of  
**MENOMONIE**



**WISCONSIN'S**  
**POLYTECHNIC UNIVERSITY**



University of  
Wisconsin-Stout

**CITY OF  
MENOMONIE  
SPECIAL EVENTS  
PACKET**

---

**A GUIDE FOR PUBLIC  
SPECIAL EVENTS**

---

# City of Menomonie

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

## Special Event

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

Are you representing an organization sponsoring the event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, (list information below)		Is the organization non-profit? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Organization's Name:	Wisconsin Bike Fed		
Organization's Address:	187 E Becher St. Suite B Milwaukee, WI 53207		
Organization's Phone:	(Fax)	(E-mail) heather@wisconsinbikefed.org	
Purpose of Event:	Fundraiser	Type of Event:	Cycling

Event Organizer's Name:	Heather Rainer		
Event Organizer's Address:	187 E Becher St. Suite B Milwaukee, WI 53207		
Event Organizer's Phone:	(home) (262) 210-0162	(work) (414) 626-1540	(E-mail)

Name of Event: Ride Across Wisconsin		Type of Event: Cycling ride	
Location of Event: Red Cedar State Trail Head		Date of Event: July 12, 2025	Rain date: July 12, 2025
Time of Event:	Start: 12:00pm	Finish: 6:00pm	
Time on Site:	Start: 12:00pm	Finish: (include set-up and clean-up time)	
Total Number of Anticipated Attendees: (include event organizers, staff, volunteers and spectators)  500 _____	City of Menomonie Support Staff Requested? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
	Police: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:	
	Roads: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:	
	Other: (Specify) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:	

Are street(s) to be closed?  <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, if so list  (If less than entire length, indicate by street number where to begin and end)	Entire length? <input type="checkbox"/> Yes <input type="checkbox"/> No Check here if City Road <input type="checkbox"/> (attach approval from City of Menomonie)	1.
	Entire length? <input type="checkbox"/> Yes <input type="checkbox"/> No Check here if County Road <input type="checkbox"/> (attach approval from Dunn County)	2.

What provisions are being made for traffic and parking? (Be sure to note traffic flow and parking sites on your site plan)  
Attach additional sheets if necessary.

**Traffic will only be cyclist. They will obey all traffic laws.**

What provisions are being made for crowd control and security? Attach additional sheets if necessary.  
This stop will not be crowded as participants will filter through.

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

National Bike Patrol will be on site.

What provisions are being made for additional restrooms, port-a-potty facilities? (Be sure to show locations of restrooms and port-a-potty facilities on your site plan.)

We will have additional porta potties delivered on site.

What provisions are being made for collection and removal of litter and recycling generated by the event? (Be sure garbage /recycling receptacles or dumpsters are shown on your site plan.)

We will follow what is required of us.

Will vendors, information tables, or volunteer groups be part of your event?  No  Yes If yes, please explain.

**Volunteers handling our food and nutrition.**

Certificate of Insurance or Surety Bond Information  No  Yes, attach a copy **Not available yet.**

The applicant is responsible for obtaining any additional permits required by the municipality in conjunction with this event. Contact individual departments to obtain applications.

**APPROVED PERMITS MUST BE INCLUDED WITH THIS APPLICATION FOR SPECIAL EVENTS, OR THE SPECIAL EVENT APPLICATION WILL BE DENIED.**

Check all that apply:

CITY CLERK PERMITS 715-232-2221	PARK AND RECREATION PERMITS 715-232-1664	FIRE DEPARTMENT PERMITS 715-232-2414
<input type="checkbox"/> Temporary Beer/Wine <input type="checkbox"/> Amplified Sound Permit <input type="checkbox"/> Mobile Food Truck Establishment <input type="checkbox"/> _____	<input checked="" type="checkbox"/> Park Facility Use <input checked="" type="checkbox"/> Shelter Reservations <input type="checkbox"/> Beer Keg Permit	<input type="checkbox"/> Fireworks/Pyrotechnics <input type="checkbox"/> Grills/Open Burning <input type="checkbox"/> Tents (900 sq.ft. or greater or anything less with sides requires permit)

POLICE DEPARTMENT PERMITS 715-232-2198	DUNN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT 715-232-2388	PUBLIC WORKS
<input type="checkbox"/> Traffic Control Officers <input type="checkbox"/> Criminal History Check	<input type="checkbox"/> Temporary Food Permit	<input type="checkbox"/> Race/Map Review

**By signing this application, applicant acknowledges that the issuance of a special event permit does not obligate or require the City of Menomonie to provide City services, equipment or personnel in support of the event.**

Signature: Heather Rainer

Print Name: Heather Rainer

Affiliation with Applicant (if applicable): Event Manager

Date: 12.23.24





*City of Menomonie*

Eric M. Atkinson

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

---

TO: Mayor Knaack & Council  
FROM: Administrator Atkinson  
SUBJECT: Council Meeting Dates for February 2025 through December 2025  
DATE: January 16, 2025  
ATT: NA

The City Council usually meets on the first and third Mondays of each month unless circumstances make it difficult to hold a meeting. The remainder of the Council meetings scheduled through December 2025 are on the following dates. The dates highlighted in red were adjusted to address holidays, budgets, and other scheduling issues. Please advise if you have any concerns about the scheduled dates.

February

Monday, February 3, 2025

Monday, February 17, 2025

March

Monday, March 3, 2025

Monday, March 24, 2025

April

Monday, April 7, 2025

Monday, April 21, 2025

May

Monday, May 5, 2025

Monday, May 19, 2025

June

Monday, June 2, 2025

Monday, June 16, 2025

July

Monday, July 7, 2025

Monday, July 21, 2025



*City of Menomonie*  
Eric M. Atkinson

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

---

August

Monday, August 4, 2025

Monday, August 18, 2025

September

Monday, September 8, 2025

Monday, September 22, 2025

October

Monday, October 6, 2025

Monday, October 20, 2025

November

Monday, November 3, 2025

Tuesday, November 18, 2025

December

Monday, December 1, 2025

Monday, December 15, 2025



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

For Questions Contact:  
David Schofield  
Director of Public Works  
City of Menomonie  
dschofield@menomonie-wi.gov  
715-232-2221 Ext 1020

## FOR IMMEDIATE RELEASE

### Q4 2024 Utility Bills

**Menomonie, Wisconsin, January 15, 2025** – The City of Menomonie recently sent out the Fourth Quarter 2024 Utility Bills approximately two weeks behind our normal schedule. Due to this delay, the payment deadline for the Q4 Utility Bills has been extended to February 14, 2025. Late fees will not be charged as long as payment is received by February 14, 2025.

The City accepts the following methods of payment:

- Residents can pay by cash, check or credit card at the Finance Department Window, which is located on the 1<sup>st</sup> floor, Northeast wing, of City Hall (800 Wilson Avenue, Menomonie, WI 54751). Credit card payments will incur a service charge.
- Residents can pay by check deposited in the Payment Drop Box near the west entrance (Wilson Park side) of City Hall (800 Wilson Avenue, Menomonie, WI 54751). Please include your account number.
- Residents can pay by check mailed to City Hall (800 Wilson Avenue, Menomonie, WI 54751). Please include your account number and proper postage.
- Residents can pay by credit card or electronic debit from a bank account at <https://menomoniewi.ourcommunityconnect.com/>. Credit card and electronic debit payments will incur a service charge.
- Residents can pay by Automatic Bill Pay from a bank account. There is no service charge for this option. Visit the Finance Department Window, which is located on the 1st floor, Northeast wing, of City Hall (800 Wilson Avenue, Menomonie, WI 54751) in person to fill out the paperwork.

Please note that City Hall, including the Finance Department, will be closed on Monday, January 20, 2025 in honor of Martin Luther King, Jr. Day.





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

Also, the new Utility Bills look different. Water Utility charges, which were previously shown as a single line, have been separated into "Water" and "Water Base". Sewer Utility charges have been similarly split into "Sewer" and "Sewer Base". These are not new charges, they are just displayed separately. An example, with explanations, is provided below.

# Example Utility Bill

CURRENT CHARGES	
Description	Amount
Water	\$20.08
Water Base	\$15.54
Sewer	\$25.60
Sewer Base	\$21.50
Public Fire Protection	\$15.99
Landfill User Fee	\$11.00
Recycling Fee	\$7.25
Stormwater	\$12.50
<b>Total Current Charges</b>	<b>129.46</b>



### Water

Usage fee based on total amount of water used that quarter

### Water Base

Flat fee based on the size of the water meter

### Sewer

Usage fee based on total amount of sewer usage that quarter

### Sewer Base

Fixed fee for all customers to maintain sewer system

### Public Fire Protection

Fee based on meter size to maintain hydrants for fire protection

### Landfill User Fee

Flat fee to fund solid waste program and maintain closed landfills

### Recycling Fee

Flat fee to fund recycling program and residential curbside recycling service

### Stormwater

Fee to fund stormwater program based on the impervious area of the parcel.

20-Jan-25

2024 Claims

	<u>Description</u>	<u>Total Invoice</u>	<u>Amt Overdrawn</u>
Bartingale Mechanical	Hall Contract Services	\$498.64	\$498.64
Bremer	Police Fees/Hall Building Supplies/Fire Building Supplies	\$421.59	\$421.59
City of Menomonie	4th Qtr. Utility Bills - Water Park, Parks	\$23,270.37	\$5,522.43
Colfax Messenger	General Fund Minute Meetings	\$590.60	\$500.68
Diggers Hotline	Water, Sewer - General Fund Street Funding	\$90.66	\$90.66
E O Johnson	Treasurer Office Equipment	\$146.04	\$146.04
Gibson Aviation	Airport Fuel	\$758.43	\$758.43
J. F. Ahern	Sewer Contract Services	\$1,625.00	\$1,625.00
Manpower	Treasurer Wages	\$448.88	\$448.88
Maug Cleaning	Hall Contract Services	\$1,750.00	\$437.50
MSA	Water Computer Program	\$552.50	\$302.50
Primadata	Water/Storm Water - Postage	\$2,523.99	\$1,261.98
Realiving	Wellness Program	\$2,550.00	\$2,550.00
Verizon	Water, Treasurer, Comptroller, Fire - Phone	\$3,560.72	\$968.82
Wisconsin State Lab of Hygiene	Water Lab Services	\$29.00	\$29.00
Xcel Energy	Water, Park - Electricity and Gas/Street Lighting Electricity	\$16,795.14	\$4,758.43

Total \$55,611.56 \$20,320.58

2024 Parking Utility Claims

	<u>Description</u>	<u>Total Invoice</u>
City of Menomonie	4th Qtr. Utility Bills/Dec Sales Tax	\$773.30

Parking Total \$773.30

1/16/25



**LICENSES – January 21, 2025**

**LICENSE YEAR – 2025 (expires December 31, 2025)**

**SECONDHAND ARTICLE:**

K. Chucks Powersports & Consignments, LLC, 3206 State Rd 25