



CITY OF MENOMONIE COUNCIL MEETING AGENDA

Menomonie City Hall
800 Wilson Avenue
1st Floor, City Council Chambers

7:00pm

Monday – July 7, 2025

Pledge of Allegiance

1. Roll Call
2. Approval of Minutes
3. Public Comments (agenda items only).
4. New Business
 - a) Proposed City of Menomonie Non-Profit Grant Program – discussion and possible action.
 - b) Proposed Creation of an Ad-Hoc Committee to Discuss Housing Challenges in the City – discussion and possible action.
 - c) Vehicle Purchase for Fire Department – discussion and possible action.
 - d) Proposed Development Agreement for Façade Improvements with The Mabel Tainter Literary, Library and Educational Society – discussion and possible action.
 - e) Proposed Ordinance 2025-04, an Ordinance annexing certain lands along CTH B between 650th Avenue (also known as Eagle Point Road) and 690th Avenue from the Town of Red Cedar and establishing a temporary Agricultural (A) zoning – discussion and possible referral to the Plan Commission.
 - f) Proposed Ordinance 2025-05, an Ordinance rezoning certain lands along CTH B between 650th Avenue (also known as Eagle Point Road) and 690th Avenue from Agriculture (A) to Restricted Industrial (I-1) – discussion, possible introduction and possible referral to the Plan Commission.
 - g) Proposed Ordinance 2025-06, an Ordinance rezoning certain lands along 21st Street Northeast and 7th Avenue Northeast (Menomonie Alliance Church) from Single Family Residential (R-1) to Local Commercial (B-2) – discussion, possible introduction and possible referral to the Plan Commission.
 - h) Special Event Requests – discussion and possible action
 - (1) National Night Out, Wilson Park, August 5, 2025
 - (2) Praise in the Park, Wilson Park, September 20, 2025

- i) Mayoral Appointments to Boards and Commissions – discussion and possible action:

- (1) Library Board

- (a) Dayle Mandelson (reappointment to June 2028)

- (b) Brian Seguin (reappointment to June 2028)

- 5. Budget Transfers

- 6. Mayor's Report

- 7. Communications and Miscellaneous Business

- 8. Claims

- 9. Licenses

- a) Normal license list – discussion and possible action

- b) 2025-2026 License Renewal list – discussion and possible action.

- c) Consideration of Class "A" Beer License application for Synergy Community Cooperative located at 2100 County Road B (Menomonie Cenex Exit 45) – discussion and possible action.

- d) Consideration of "Class A" Liquor (Cider Only) License application for Synergy Community Cooperative located at 2100 County Road B (Menomonie Cenex Exit 45) – discussion and possible action.

- 10. Adjourn

"PUBLIC ACCESS"

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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 715-232-2221.



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2. Approval of Minutes

Draft minutes from the City Council Meeting on June 16, 2025, are enclosed. If the Council concurs, the appropriate motion would be ***Approve the Minutes from the June 16, 2025, City Council Meeting*** (simple majority).

4. New Business

- a) Administration will present a possible non-profit financial assistance grant initiative for the Council's consideration and feedback. If the City Council concurs with the non-profit grant program as outlined, the appropriate motion would be ***Approve the Non-Profit Grant Program, as presented*** (simple majority).
- b) Mayor Knaack received feedback about the need to create an Ad-Hoc Committee to discuss housing challenges and provide recommendations to the City Council. The committee is requested to provide recommendations in the areas of housing availability, affordability, and quality. It is recommended that four alderpersons participate on the committee, with the City Administrator assigned to provide technical assistance. If the City Council concurs with the committee as outlined, the appropriate motion would be ***Approve the Creation of an Ad-Hoc Housing Committee to Address Affordability, Availability and Quality of Housing in the City of Menomonie; to Appoint _____, _____, _____ and _____ to said Committee; and to Require the Committee to Report its Recommendations to the City Council No Later Than January 26, 2026*** (simple majority).
- c) The Fire Department has proposed to purchase a new utility pickup. A memorandum from the Fire Department is enclosed. The Fire Chief will be on hand to present the recommendation and answer any questions. If the City Council concurs with the vehicle purchase as recommended, the appropriate motion would be ***Approve the Purchase of a Chevrolet 2026 Silverado 3500 HD from Keyes Chevrolet for \$50,419.50*** (roll call vote).



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- d) The Mabel Tainter has proposed to construct exterior façade improvements to the windows on the west side of the building, facing 2nd Street East. The Mabel Tainter is located within TID #15 and is eligible for a cash grant of 10% of project costs, up to \$20,000. To this end, City Staff have enclosed a proposed Development Agreement. If the City Council concurs with the Development Agreement as proposed, the appropriate motion would be ***Approve the Proposed Development Agreement with The Mabel Tainter Literary, Library and Educational Society Mabel Tainter and the City of Menomonie for improvements at 205 Main Street, as presented*** (roll call vote).
- e) The City has received the attached Petition for Direct Annexation by Unanimous Approval for lands along County Highway B between Eagle Point Road (also known as 650th Avenue) and 690th Avenue. Atty. Ludeman has prepared Proposed Ordinance 2025-04, which, if adopted, would complete the proposed annexation. Section 3 of the proposed ordinance would temporarily designate the newly annexed lands to be part of the Agricultural (A) District for zoning purposes. Because this pertains to land use, Proposed Ordinance 2025-04 must be referred to the Plan Commission prior to introduction and adoption by the City Council. The appropriate motion would be to ***Refer the Temporary Zoning Classification within Proposed Ordinance 2025-04 to the Plan Commission for Review and Recommendation*** (simple majority vote). Please note that this item will come back before the City Council at the August 4, 2025, meeting.
- f) The City has received the attached Request for Rezoning from Temporary Agriculture (A) to Restricted Industrial (I-1) for lands along the east side of County Highway B between Eagle Point Road (also known as 650th Avenue) and 690th Avenue. The intended use is a data center, which is a permitted use in the Restricted Industrial (I-1) District. Atty. Ludeman has prepared Proposed Ordinance 2025-05, which, if adopted, would complete the proposed rezoning. Because this pertains to land use, Proposed Ordinance



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2025-05 must be referred to the Plan Commission prior to adoption by the City Council. The appropriate motions would be: ***Introduce Proposed Ordinance 2025-05*** (no vote) and ***Refer Proposed Ordinance 2025-05 to the Plan Commission for Review and Recommendation*** (simple majority vote). Please note that this item will come back before the City Council at the August 4, 2025, meeting.

- g) The City has received the attached Request for Rezoning from Single Family Residential (R-1) to Local Commercial (B-2) for their property in the southeast quadrant of the intersection of 21st Street NE and 7th Avenue NE. The intended use is a day care center, which is a permitted use in the Local Commercial (B-2) District. Atty. Ludeman has prepared Proposed Ordinance 2025-06, which, if adopted, would complete the proposed rezoning. Because this pertains to land use, Proposed Ordinance 2025-06 must be referred to the Plan Commission prior to adoption by the City Council. The appropriate motions would be: ***Introduce Proposed Ordinance 2025-06*** (no vote) and ***Refer Proposed Ordinance 2025-06 to the Plan Commission for Review and Recommendation*** (simple majority vote). Please note that this item will come back before the City Council at the August 4, 2025, meeting.
- h) Enclosed are two (2) special event requests. City Staff have reviewed and recommended approval contingent upon receipt of proof of insurance. If the City Council Concurs, the appropriate motion would be to ***Approve the special event permits for National Night Out event in Wilson Park on August 5, 2025, and Praise in the Park in Wilson Park on September 20, 2025, contingent upon receipt of proof of insurance, as presented*** (simple majority).
- i) Mayor Knaack recommends reappointing Dayle Mandelson and Brian Seguin to the Library Board. Their terms would expire in June 2028. If the City Council concurs with this appointment, the appropriate motion would be to ***Approve the Mayoral Appointment of Dayle Mandelson and Brian Seguin to the Library Board, as presented*** (simple majority).



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5. Budget Transfers

The Fire Department has proposed a budget transfer from contingency for the installation of a mini-split to cool the communications equipment at Fire Station #1 (Downtown). If City Council concurs, the appropriate motion would be to ***Approve the Budget Transfer, as Presented*** (roll call vote).

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

7. Communications

As a reminder, Zaria Whitacre will be taking photographs of City Councilmembers before and after the meeting. These photos will be posted on the City's website to help residents identify their elected officials.

8. Claims

The Claims list is enclosed in the packet. If the City Council supports paying the claims, the appropriate motion would be ***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).



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9. Licenses

- a) The Normal License list is enclosed in the packet. If the City Council supports the issuance of licenses, the appropriate motion would be ***Approve the Normal License List, as presented*** (simple majority).

If any additional license applications are received, a revised list will be distributed before the meeting. In that case, the appropriate motion would be ***Approve the Revised Normal License List, as presented*** (simple majority).

- b) The 2025-2026 License Renewal list is enclosed in the packet. If the City Council supports the renewal of these licenses, the appropriate motion would be ***Approve the 2025-2026 License Renewal List, as presented*** (simple majority).

If any additional license renewal applications are received, a revised list will be distributed before the meeting. In that case, the appropriate motion would be ***Approve the Revised License Renewal List, as presented*** (simple majority).

- c) Synergy Community Cooperative has applied for a Class “A” Beer License at 2100 County Highway B (Menomonie Exit 45 Cenex). The City Attorney, Police Chief, and City Clerk will be available for questions. If the City Council concurs with the granting of this license, the appropriate motion would be ***Approve the Class “A” Beer License application for Synergy Community Cooperative located at 2100 County Highway B (Menomonie Cenex Exit 45)*** (simple majority or, if requested, roll call vote).



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- d) Synergy Community Cooperative has applied for a “Class A” Liquor (Cider Only) License at 2100 County Highway B (Menomonie Exit 45 Cenex). The City Attorney, Police Chief, and City Clerk will be available for questions. If the City Council concurs with the granting of this license, the appropriate motions would be ***Approve the “Class A” Liquor (Cider Only) License application for Synergy Community Cooperative located at 2100 County Highway B (Menomonie Cenex Exit 45)*** (simple majority or, if requested, roll call vote).

OFFICIAL COUNCIL PROCEEDINGS

A regular meeting of the City Council of the City of Menomonie, Dunn County, Wisconsin, was held in open session on June 16, 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, Pickard, Schwebs, Gentz, Solberg, Brennan, Erdman, and Sommerfeld.

MOTION made by Erdman, seconded by Brennan, and carried unanimously to approve the minutes of the June 2, 2025 council meeting.

PUBLIC HEARING – None

PUBLIC COMMENTS – None

MOTION was made by Brennan, seconded by Crowe, and carried unanimously to approve the 2025-2027 Hazardous Materials Response Agreement with the State of Wisconsin, as presented.

MOTION was made by Pickard, seconded by Schwebs, and carried unanimously to approve the Special Event Permit for the Fall Fun Vendor Show in Wilson Park on September 14, 2025.

MOTION was made by Erdman, seconded by Brennan, and carried unanimously to approve the Mayoral Appointment of Porter Swartz to the Urban Forestry Commission, as presented.

BUDGET TRANSFERS – MOTION was made by Schwebs, seconded by Crowe, and carried unanimously on roll call vote to approve the Fire Department's intra-fund transfer for the replacement of two sections of fire hose.

MAYOR'S REPORT – Mayor Knaack reported that the City will be holding the Phelan Park Playground Ribbon Cutting on Thursday, June 19 at 3 pm. At 11 am, there will be a ribbon cutting at the dam for the Wilson Place Scenic Overlook project by Xcel Energy and another 11 am ribbon cutting for the new Papa John's location at 503 S. Broadway St. The Mayor also reported that the first lift has been put on Pine Avenue down to the Wakanda Waterpark and it is passable – the new sidewalk is extra wide and looks great.

COMMUNICATIONS AND MISCELLANEOUS BUSINESS – Administrator Atkinson reported on the recent life saving measures of a lifeguard at Wakanda Waterpark who saved the life of a small child and shared that the child is doing well. Atkinson also recognized Chief Rick Hollister for his 35 years of law enforcement service and outstanding leadership with the Menomonie Police Department.

Alderman Yonko shared that there will be a demonstration and "grand opening" of two new ChargePoint EV charging stations at UW-Stout on June 23, 3:30 – 4pm.

Alderman Sutherland encouraged people to come down to Wakanda Park, despite the current construction on Pine Ave., and support the Menomonie Baseball Association through viewership and supporting the concessions.

Alderman Crowe reported that the inaugural Golf Scramble for Downtown Menomonie was a success and brought in roughly \$4300 for the organization. Crowe also expressed his gratitude for the industrial operators in Menomonie that create business and employment in the area and that the City is fortunate to have the economy that we have due to the success of our major industrial manufacturers.

Aldersperson Luther shared his gratitude for the growth in business that is brought into the City by the baseball and softball games in Wakanda Park and the boost it gives to our local economy.

Public Works Director, David Schofield, introduced Al Fahl, the newly promoted Public Works Foreman, and shared that the department is happy to have him take on the role and thanked him for his 34 years of service with the City.

Communications Specialist, Zaria Whitaker, shared additional information about the Papa John's grand opening, noting that 20% of the proceeds from purchases will go to the Shop with a Cop program. Whitaker also share that Murals in Menomonie has an event this Wednesday, July 18, 5-7pm, for the community to meet the artists and cast votes on mural subjects.

Aldersperson Sommerfeld expressed his gratitude for the Flag Day celebration at Veteran's Park, despite the rainy weather.

Aldersperson Brennan shared that she will be meeting with Seth Hudson, the Executive Director of Corporate Relations and Economic Engagement with UW-Stout, and they'll be discussing the FAB lab at Stout and the potential for opening up additional labs to the community for access. Brennan encouraged council members to share any thoughts in that regard for future discussions.

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

JUNE 16, 2025 CLAIMS

CHRISTMAS EAVES	\$2,102.51
FASTENAL	\$231.55
REALIVING	\$200.00
WI DEPT OF TRANSPORTATION	\$420.59
TOTAL	\$2,954.65
PARKING UTILITY CLAIMS	
CITY TREASURER	\$1,118.83
IPS	\$749.51
IPS	\$590.00
PARKING TOTAL	\$2,458.34

MOTION was made by Solberg, seconded by Erdman, and carried unanimously to approve the following licenses:

LICENSE YEAR – 2025 (expires December 31, 2025)

MOBILE FOOD ESTABLISHMENT:

Steve's Mini Doughnuts – 721 Syme Ave, Glenwood City, WI 54613
 All Belgium, LLC – 222 S. Morgan St., Chicago, IL 60607

LICENSE YEAR – 2025-2026 (expires June 30, 2026)

CABARET:

Braun Hospitality WI, LLC, dba The Abbey Pub & Grub – 414 Main Street East

TOBACCO:

Braun Hospitality WI, LLC, dba The Abbey Pub & Grub – 414 Main Street East

MOTION was made by Erdman, seconded by Sommerfeld, and carried unanimously to approve the 2025-2026 License Renewal list:

LICENSES – June 16, 2025

LICENSE YEAR – 2025-2026 (expires June 30, 2026)

“CLASS A” LIQUOR & CLASS “A” BEER:

DeVine Liquors of Menomonie, LLC (DeVine Liquor – 116 11th Ave. W.);

Junction Liquor, LLC (Junction Liquor - 2521 Hills Ct., Ste. F);

The Menomonie Food Co-op (Menomonie Market Food Co-op – 814 Main St. E.)

“CLASS B” LIQUOR & CLASS “B” BEER:

Castro Corp (La Santa – 336 Main St. E.);

Dunn County Fish & Game Association (Dunn County Fish & Game Club – 1600 Pine Ave. E.);

Fiesta Cantina Authentic Mexican Grill Corp. (Fiesta Cantina Mexican Grill – 1705 Plaza Dr.);

JMDavis, LLC (The Market – 545 Broadway St. S.);

JMDavis, LLC (Waterfront Bar & Grill – 512 Crescent St.);

Lakeside Lounge, Inc. (The Den – 613 Broadway St. S.);

Log Jam, Inc. (Log Jam – 709 Broadway St. S.);

Mabel Tainter Literary, Library & Educational Society (Mabel Tainter Center for the Arts - 205 Main St. E.);

PLM, LLC (Shoe's Pub – 1321 Broadway St. N.);

The Gin Mill, LLC (The Gin Mill - 228 Main St. E.);

CLASS “B” BEER:

Northfield Restaurant Corp. (Pizza Hut - 2307 Hwy 25 N)

CLASS “B” BEER & “CLASS C” WINE:

Yamato Sushi, Inc. (Yamato Sushi – 1320 Broadway St. N., Ste. 1)

MASSAGE THERAPY FACILITY:

Xujin Qin & Jing Zhao (Oriental Massage & Foot Spa, 1700 Tainter St., Suite D);

TOBACCO:

DeVine Liquors of Menomonie, LLC (DeVine Liquor- 116 11th Ave. W.);

JMDavis, LLC (The Market – 545 Broadway St. S.)

Junction Liquor, LLC (Junction Liquor - 2521 Hills Ct., Ste. F);

CABARET LICENSE:

Castro Corp (La Santa – 336 Main St. E.);

Dunn County Fish & Game Association (Dunn County Fish & Game Club - 1600 Pine Ave. E.);

Menomonie Lodge #1584 Loyal Order of Moose, Inc. (Menomonie Moose Lodge #1584 - 720 19th Ave. E.);

PLM, Inc. (Shoe's Pub – 1321 Broadway St. N.)

All licenses are subject to review by the City Treasurer, verifying that the listed applicants have no payments due or owing on record under Title 1, Chapter 8, Section 2 (1-8-2).

MOTION was made by Brennan, seconded by Erdman, and carried unanimously to approve the issuance of a Class "B" Combination License ("Class B" Liquor & Class "B" Beer) to Braun Hospitality WI, LLC, for The Abbey Pub & Grub, at 414 Main Street East, as presented.

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

Kate Martin, City Clerk



MEMORANDUM

Eric M. Atkinson, Administrator
atkinsone@menomonie-wi.gov
715-232-2221 Ext. 1001

TO: Mayor Knaack & City Council
FROM: Eric Atkinson, Administrator
SUBJECT: Non-Profit Financial Assistance Grant
DATE: July 2, 2025
ATTACHMENTS: Draft Grant Overview & Draft Application

Purpose and Overview

The City Administration proposes the establishment of a **Non-Profit Financial Assistance Grant** to enhance the way Menomonie provides financial support to nonprofit organizations. This initiative aims to create a transparent, streamlined, and accountable process for awarding City funds, replacing the previous subsidy model with one rooted in community impact, financial responsibility, and strategic investment.

The proposed grant will offer up to **\$20,000 per recipient** to support projects or programs that meet one or more of the following objectives:

- Improve the **quality of life** for a broad cross-section of the Menomonie community.
- Promote **equitable access** to vital services and resources.
- Encourage **innovation, collaboration, and cultural enrichment**.
- Enhance the City's **overall appeal and livability** for residents and visitors alike.

Grant Cycle and Administration

- **Application Period:** January 1 – February 28, 2026
- **Review and Selection:** Applications will be reviewed and presented to the Common Council no later than the **second Council meeting in March 2026**
- **Award Distribution:** Funds will be disbursed no later than **June 1, 2026**

Grant recipients will be **required to report on the outcomes and impact** of their funded activities. A formal presentation to the Common Council must be made at the **second Council meeting in December 2026**, detailing project results and efforts toward long-term sustainability.



MEMORANDUM

Eric M. Atkinson, Administrator
atkinsone@menomonie-wi.gov
715-232-2221 Ext. 1001

Accountability and Expectations

All applicants must submit a **complete application package**, including documentation demonstrating:

- A clear and compelling **community need** addressed by the proposed initiative
- A realistic project plan and budget
- A strategy for **generating alternative revenue sources**, reducing the organization's dependency on City tax-levied support
- Evidence of **organizational capacity** to execute and evaluate the proposed work

Post-award obligations include compliance with reporting deadlines and participation in public presentations to the Council.

Funding and Budgetary Integration

The Administration recommends allocating a **total of \$50,000 in grant funding for the 2026 calendar year**, to be approved through the City's standard budgeting process in the **Fall of 2025**. This allocation will replace the previous nonprofit subsidy process, which has been historically conducted during the same budget cycle.

Note: Organizations that previously received support through **Tax Increment Financing (TIF)** may continue to be funded through the City's **Tax Increment District budgeting process**. However, TIF-supported organizations may still be eligible for this grant program if the proposed initiative aligns with its stated objectives.

Council Action Requested

If the Council supports the proposed initiative, the Administration respectfully requests the following action:

Motion to Approve the Non-Profit Financial Assistance Grant as Presented

(Requires a simple majority vote)

City of Menomonie, Wisconsin

Non-Profit Financial Assistance Grant

Overview

The City of Menomonie is committed to supporting local non-profit organizations through a targeted grant program that enhances the quality of life for residents, workers, and visitors. This annual financial assistance program is designed to fund projects or programs that provide clear, measurable community benefits aligned with the City's goals for civic enrichment, equity, and sustainability.

Non-profit entities are invited to apply for grant awards of up to \$20,000 to support efforts that address meaningful community needs. Successful applicants will demonstrate both a clear public benefit and a strong plan for long-term sustainability beyond City assistance.

Funding Priorities

Priority will be given to projects or programs that:

- Improve the quality of life for a broad segment of the Menomonie community.
- Promote equitable access to services.
- Support innovation, collaboration, or cultural enrichment.
- Enhance the City's overall appeal and livability.

To ensure a long-term impact and the appropriate use of taxpayer resources, applicants must demonstrate a community need and outline how the proposed initiative enhances the quality of life in Menomonie. Funded initiatives must show a clear public benefit that extends beyond individual organizational goals.

Eligibility

Applicants must:

- Be a registered non-profit organization (501(c)(3) or equivalent).
- Operate within or directly benefit the City of Menomonie.
- Submit a complete application by the annual deadline of February 28.
- Attach all required documents, including financial statements and proof of non-profit status.
- Comply with post-award reporting and presentation requirements.

Organizations that have previously received funding from the City must describe specific steps they have taken to reduce dependency on municipal support. All applicants are required to detail how their organization will seek or develop additional revenue sources to ensure sustainability and avoid long-term reliance on City funds.

Grant Limit and Use of Funds

- Maximum Award: \$20,000
- Funds may be used for program implementation, outreach, equipment, operations, or other project-related expenses.
- City funds must not be the sole source of support; matching funds or in-kind contributions are encouraged but not required.

Selection and Notification

Grant award decisions will be made by the Menomonie Common Council, with funding determinations issued no later than the second Council meeting in March of the year following the application submission. Applicants will be notified of the outcome after the Council takes action.

Accountability and Reporting

To uphold transparency and ensure responsible use of public resources:

- Grant recipients are required to present the outcomes and results of their funded project or program at the second Common Council meeting in December of the same calendar year.
- Presentations must include a summary of the initiative, measurable impacts, and a reflection on the value of City funding.
- Failure to comply with reporting requirements may affect future funding eligibility.
- Recipients must present to the Council what steps they've taken since the award to not be reliant on funding from the City.

Submission Information

All applications must be submitted via email to:

mayor@menomonie-wi.gov

Questions may be directed to the City Administrator at 715-232-2221.

Late or incomplete applications may not be considered. Organizations are strongly encouraged to begin the application process early to ensure compliance with all requirements.

City of Menomonie, Wisconsin

Non-Profit Financial Assistance Grant Application

Grant Description

The City of Menomonie offers financial assistance to non-profit organizations for projects and programs that improve the quality of life for residents, workers, and visitors in Menomonie.

Grant applications are due by February 28 each year and must be submitted to the Office of the Mayor at mayor@menomonie-wi.gov. For questions, contact the City Administrator at 715-232-2221.

Organizations that receive grant awards are required to present their outcomes at the second Common Council meeting in December.

Application Instructions

- Complete all sections of the application.
- Submit all required attachments.
- Late or incomplete applications may not be considered.
- Email submissions to: mayor@menomonie-wi.gov

I. Applicant Information

Organization Name:

Street Address:

City, State, Zip:

Primary Contact Person:

Title:

Phone Number:

Email Address:

II. Applicant Organization Overview

Mission and Vision Statement:

Year Established:

Type of Organization:

☐ 501(c)(3)

☐ Other (please specify):

Federal EIN:

Annual Operating Budget:

Primary Sources of Revenue:

Previous City of Menomonie Funding:

☐ Yes ☐ No

If yes, please describe the amount and the years the funds were received:

III. Project/Program Information

Project/Program Title:

Description:

Purpose of Funding (How funds will be used):

Start Date:

End Date:

Target Population (Who benefits and how many):

IV. Grant Request

Total Amount Requested:

Total Project/Program Cost:

Other Funding Sources Secured or Pending:

Source

Confirmed?

Amount

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

V. Sustainability Plan

Has the organization received previous funding from the City of Menomonie?

☐ Yes ☐ No

If yes, list the amounts and years:

What steps has the organization taken to reduce reliance on City funding?

How will the organization pursue additional revenue streams?

What is the organization's long-term financial strategy (3–5 years)?

VI. Impact and Outcomes

Anticipated Impact and Measurable Outcomes:

How will success be evaluated?

VII. Required Attachments

- IRS 501(c)(3) Determination Letter (or equivalent)
- Most recent financial statement or audit
- Current operating budget
- Project or program-specific budget (if different)
- Board of Directors list
- Proof of insurance (if applicable)

VIII. Certification

I certify that the information contained in this application is true and correct to the best of my knowledge. I understand that falsification of any information may result in disqualification.

Signature:

Printed Name:

Title:

Date:



MEMORANDUM

Eric M. Atkinson, Administrator
atkinsone@menomonie-wi.gov
715-232-2221 Ext. 1001

TO: Mayor Knaack & City Council
FROM: Eric Atkinson, Administrator
SUBJECT: Ad-Hoc Housing Committee
DATE: July 2, 2025
ATTACHMENTS: NA

Purpose and Overview

Mayor Knaack recommends the formation of an **Ad-Hoc Housing Committee** comprised of four alderpersons. The committee's purpose is to provide the Mayor and the City Council with strategic recommendations to address the City's most pressing housing challenges:

- **Affordability**
- **Availability**
- **Quality**

The committee will serve as a temporary advisory body, meeting **once per month**, with all meetings publicly posted in accordance with the **State of Wisconsin's Open Meeting Law**. **City Administrator Eric Atkinson** will serve as the assigned staff member, providing support and guidance in helping the committee fulfill its mission.

The committee's initial meeting agenda is proposed as follows:

1. Roll Call
2. Approval of Minutes
3. Public Comments
4. New Business
 - a. Discussion on housing affordability and possible action
 - b. Discussion on housing availability and possible action
 - c. Discussion on housing quality and possible action
5. Set Next Meeting Date
6. Adjourn

The committee is expected to present a final report of its findings and recommendations to the City Council by **January 26, 2026**.



MEMORANDUM

Eric M. Atkinson, Administrator
atkinsone@menomonie-wi.gov
715-232-2221 Ext. 1001

Council Action Requested

If the Council is supportive of this initiative, the Administration respectfully requests the following motion:

Motion to Approve the creation of an Ad-Hoc Housing Committee to address affordability, availability, and quality of housing in the City of Menomonie; to appoint the following alderpersons: _____, _____, _____, and _____ to said committee; and to require the committee to report its recommendations to the City Council no later than January 26, 2026.

This motion requires a simple majority vote.



Menomonie Fire Department



To: Mayor Knaack
From: Chief Klass
Re: Vehicle purchase
Date: June 30, 2025

The fire department was approved to purchase a new utility pickup in the 2025 CIP. A request for bids was delivered to several local dealers covering Ford, GM, and Dodge brands. After evaluating the bids, we recommend purchasing the 2026 Chevrolet 3500HD work truck from Keyes Chevrolet. We make this recommendation based on the trim package and history of support from Keyes.

Fire Department Utility Pickup Bid Comparison in Ranked Order				
Dealership	Brand	Model	Trim	Price
Keyes Chevrolet	Chevrolet	2026 Silverado 3500 HD	Work Truck	\$ 50,419.50
Johnson Motors	GMC	2026 Sierra 3500 HD	Pro	\$ 49,805.89
Northtown Ford	Ford	2026 F350	XL w/ STX	\$ 52,999.00
Swant Graber	Ford	2026 F350	XL w/ STX	\$ 50,280.00
Eau Claire Ford	Ford	2026 F350	XL w/ STX	\$ 54,946.00



MEMORANDUM

Eric M. Atkinson, Administrator
atkinsone@menomonie-wi.gov
715-232-2221 Ext. 1001

TO: Mayor Knaack & City Council

FROM: Eric Atkinson, Administrator

SUBJECT: Mable Tainter Development Agreement

DATE: July 2, 2025

ATTACHMENTS: Development Agreement, Corporate Records, Quote, and Pictures

The City Administration and the Executive Director (Lucas Chase) for the Mabel Tainter have reached a tentative development agreement for repairs to the stained-glass windows. Director Chase indicated that he has already raised \$60,000.00 of the required \$112,000.00 needed for the repair/restoration project.

The tentative agreement provides funding through the Façade Improvement Grant Program within Tax Increment District (TID) 15. The agreement will offer funding of up to 10% of the total cost of allowable improvements, not to exceed \$20,000. It is estimated that the Mabel Tainter will receive \$12,000 in tax incremental financing once the work is completed and the City Administration reviews the paid invoices.

Copies of the development agreement, corporate records, quote, and pictures are included in the packet for your review.

If the Council supports the development agreement, the appropriate action is a motion to ***Approve the Development Agreement Between The Mabel Tainter Literary, Library, and Educational Society and the City of Menomonie for improvements at 205 Main Street as presented*** (roll call vote).

DEVELOPMENT AGREEMENT

This Development Agreement (this "*Agreement*") is made and entered into this ____ day of _____, 2025 (the "*Effective Date*"), by and between The Mabel Tainter Literary, Library and Educational Society, a Wisconsin corporation (the "*Developer*"), and the City of Menomonie, a Wisconsin municipal corporation (the "*City*"). The Developer and the City may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

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

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

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

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

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

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

AGREEMENT

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

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

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

"Developer" means The Mabel Tainter Literary, Library and Educational Society.

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

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

“Project” means the proposed renovation at 205 Main Street East, Menomonie, WI, and the improvements consisting of exterior façade improvements to the windows on the west side of the building.

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

a. With regard to the Developer:

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

b. With regard to the City:

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

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

a. By the City:

- (1) Tax Incremental Financing: To induce the Developer to construct the Project on the site, the City does hereby extend to the Developer tax increment financing as outlined in Section 3.a.(2) below for expenditures in connection with site improvements through the Façade Program and Cash Grants Program.

- (2) The City hereby commits to provide tax incremental financing to the Developer in an amount NOT to exceed 10% of the total cost of allowable improvements and said amount shall not be greater than \$20,000.00 (TWENTY THOUSAND AND 00/100 DOLLARS). These funds are to be expended for the following improvements:

a. Exterior façade improvements to the windows located on the west side of The Mabel Tainter Memorial (collectively the “*Eligible Costs*”).

- (3) Before the City reimburses the Developer, the Developer shall submit copies of paid invoices for review and approval to substantiate the costs for the Eligible Costs described above.

- (4) The City, at its discretion, shall use whatever financial resources are available to provide tax increment financing.

b. By Developer.

- (1) Subject to the terms and conditions of this Agreement, the Developer hereby agrees and commits to construct and complete the Project by December 31, 2026. The Project will be built according to construction plans prepared by the Developer and approved by applicable state and local agencies.
 - (2) Construction plans shall include all specifications and designs for site improvements, which shall be subject to the approval of the City. In the event the Developer desires to make any Material Change in the construction plans after their approval by the City, the Developer must first submit the proposed change to the City for approval.
4. **Notices.** All notices or other communications required or permitted as provided in this Agreement shall be in writing, and shall be deemed to have been given and received: (i) when personally delivered or sent via e-mail; (ii) one day after being sent by a nationally recognized overnight courier with guaranteed next day delivery; or (iii) the day of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, to the address set forth below.

If to Developer: The Mabel Tainter Literary, Library and Educational Society
Attn: Lucas Chase, Executive Director
205 Main Street East
Menomonie, WI 54751
Email: director@mabeltainter.org

If to the City: City of Menomonie
Attn: Eric Atkinson, City Administrator
800 Wilson Avenue
Menomonie, WI 54751
Email: atkinsone@menomonie-wi.gov

5. **Force Majeure:** Performance by the Parties hereunder shall not be deemed an event of default where delays are proximately caused by any strike, lockout, riot, flood, earthquake, fire, casualty, act of God, governmental restriction, unusually severe weather, or other act beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for such cause shall be for the period of the enforced delay, but in no event shall such delay exceed thirty (30) days, notwithstanding reason. In the event of a thirty (30) day delay, or a delay which substantially interferes with the construction of the Project, the non-defaulting Party shall have the right to undertake and perform the obligations of the defaulting Party and to charge the defaulting Party for any cost or expense incurred in performing on the defaulting Party's behalf.
6. **Cooperation:** The City and the Developer agree to mutually cooperate in the performance of the terms and conditions of this Agreement and shall take all necessary steps that may be reasonably required to accommodate the obligations herein specified.

7. **Compliance with Laws.** The Parties hereto shall comply with all federal, state and local laws with respect to the Development Property, including but not limited to laws governing building and construction, the environment, nondiscrimination, and employment and contracting practices, to the extent they are applicable.
8. **Good Faith.** The Parties to this Agreement shall exercise good faith in performing any obligation that Party has assumed under the terms of this Agreement, including, but not limited to, the performance of obligations that require the exercise of discretion and judgment.
9. **Attorney's Fees.** In the event any party is required to enforce the terms of this Agreement through legal action, the prevailing Party, as determined by a court of competent jurisdiction, shall be entitled to recover its reasonable attorney's fees and expenses.
10. **Entire Agreement.** This document contains the entire agreement between the Developer and the City with respect to the Project and the development incentives herein and it shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns. This Agreement may be modified only by a written amendment signed by the Parties.
11. **Governing Law.** The laws of the state of Wisconsin shall govern this Agreement. The venue of any actions or suits involving this Agreement shall be in the Circuit Court for Dunn County, Wisconsin.
12. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.
13. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
14. **Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the same effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or rendering any other provision or provisions contained invalid, inoperative or unenforceable to any extent whatever.
15. **Construction of Agreement.** Each Party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed strictly in favor or against either Party. It shall be construed simply and fairly to each Party.

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

CITY OF MENOMONIE, a Wisconsin municipal corporation

By: Randy Knaack

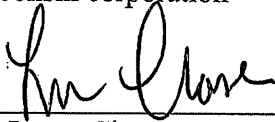
Its: Mayor

ATTEST:

By: Catherine Martin

Its: Clerk

THE MABEL TAINTER LITERARY, LIBRARY AND EDUCATIONAL SOCIETY, a
Wisconsin corporation



By: Lucas Chase

Its: Executive Director



State of Wisconsin

Department of Financial Institutions

Search for:

mabel tainter

Search Records[Search](#)
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[Name](#)
[Availability](#)**Corporate Records**Result of lookup for **6T08864** (at 6/26/2025 4:48 PM)**THE MABEL TAINTER LITERARY, LIBRARY AND EDUCATIONAL SOCIETY**You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)**Vital Statistics**

Entity ID 6T08864

Registered Effective Date 06/11/1890

Period of Existence PER

Status Restored to Good Standing [Request a Certificate of Status](#)

Status Date 04/07/2025

Entity Type Non-Stock Corporation

Annual Report Requirements Non-stock Corporations are required to file an Annual Report under s. 181.0214, WI Statutes.

Addresses

Registered Agent Office LUCAS CHASE
205 MAIN STREET E
MENOMONIE , WI 54751

[File a Registered Agent/Office Update Form](#)

Principal Office 205 MAIN ST E
MENOMONIE , WI 54751
UNITED STATES OF AMERICA

Historical Information**Annual Reports**

Year	Reel	Image	Filed By	Stored On
2025	000	0000	online	database
2023	000	0000	online	database
2022	000	0000	online	database

2020	000	0000	online	database
2019	000	0000	online	database
2018	111	1111	paper	image
2015	000	0000	online	database
2014	000	0000	online	database
2013	000	0000	online	database
2012	111	1111	paper	image
2011	111	1111	paper	image
2010	111	1111	paper	image
2009	111	1111	paper	image
2008	111	1111	paper	image
2007	111	1111	paper	image
2006	111	1111	paper	image
2005	111	1111	paper	image
2004	111	1111	paper	image
2003	111	1111	paper	image
2002	106	1223	paper	microfilm
2001	105	0655	paper	microfilm
2000	106	0745	paper	microfilm
1999	105	2270	paper	microfilm
1998	106	1125	paper	microfilm
1997	106	1487	paper	microfilm
1996	106	1221	paper	microfilm
1995	106	1515	paper	microfilm
1994	106	1057	paper	microfilm

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**Certificates of
Newly-elected
Officers/Directors**

None

Old Names

None

Chronology

Effective Date	Transaction	Processed Date	Description
06/11/1890	Incorporated/Qualified/Registered	06/11/1890	***INC INFO ADDED ON 09/19/05***
09/17/1937	Restated Articles	09/17/1937	
08/08/1983	Restated Articles	08/08/1983	CHG REGD AGT/OFFICE, CHG PRINC OFF
10/17/1989	Change of Registered Agent	10/17/1989	FM 17-1989
11/08/1993	Change of Registered Agent	11/08/1993	FM 17-1993
09/27/1994	Change of Registered Agent	09/27/1994	FM 17 1994
08/18/1999	Change of Registered Agent	08/18/1999	FM 17 1999
09/12/2005	Change of Registered Agent	09/14/2005	
11/04/2005	Change of Registered Agent	11/04/2005	FM 17 2005
10/21/2010	Change of Registered Agent	10/21/2010	FM 17-2010
07/28/2011	Change of Registered Agent	07/28/2011	FM 17-2011
07/10/2013	Change of Registered Agent	07/10/2013	FM17-E-Form

06/22/2015	Change of Registered Agent	06/22/2015	OnlineForm 5
04/01/2017	Delinquent	04/01/2017	
04/11/2018	Notice of Administrative Dissolution	04/11/2018	
06/11/2018	Administrative Dissolution	06/11/2018	
09/26/2018	Restored to Good Standing	10/03/2018	
09/26/2018	Certificate of Reinstatement	10/03/2018	
09/26/2018	Certificate of Reinstatement	10/03/2018	FM 17 2018
04/01/2022	Delinquent	04/01/2022	
10/26/2022	Change of Registered Agent	10/26/2022	OnlineForm 5
10/26/2022	Restored to Good Standing	10/26/2022	OnlineForm 5
04/25/2023	Change of Registered Agent	04/25/2023	OnlineForm 5
04/01/2025	Delinquent	04/01/2025	
04/07/2025	Restored to Good Standing	04/07/2025	OnlineForm 5

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CONTRACT

PLASTER RESTOATION, PAINTING, CONSERVATION AND DECROATING

May 30, 2024

OWNER Mabel Tainter Theatre
205 Main Street
Menomonie, WI 54751

CONSULTANT Conrad Schmitt Studios, Inc.
2405 S. 162nd Street
New Berlin, WI 53151

Interior Scaffolding

Owner or Owner hired General Contractor to contract with a certified scaffolding contractor to provide the labor, materials, transportation, and insurances to erect/dismantle an OSHA approved scaffolding system to the interior spaces of the theatre to allow for simultaneous access to all surfaces including plaster outlined in the contracts scope of work. See contract attached.

1. Scaffolding must be 100% in place prior to CSS arrival.
2. System must include one (1) staircase to the top deck along with (1) pulley system for materials.
3. All scaffolding materials must be clean of any past construction debris such as dirt, particulate, grime, concrete, etc.
4. Decks must be within 8" to 14" of all surfaces included in this contract.
5. System must allow CSS to reach all surfaces with both hands simultaneously.
6. Scaffold may not touch any surface included within CSS scope of work.

Wood Furniture

Cleaning and repairs by Owner.

Theatre Flooring and Seating

Cover and protection by CSS, cleaning and polishing by Owner.

Dumpster

Owner to provide a dumpster for the duration of the project.

Theatre Fabric

Cleaning by Owner.

CONRAD SCHMITT STUDIOS, INC.

Conrad Schmitt Studios, Inc. will provide the art, labor, materials, transportation, and insurances to complete the following scope of work to the interior of the Mabel Tainter Theatre in Menomonie, WI per the outlined project scope below.

SCOPE LOCATIONS

- The library
- Main Entrance
- Basement Stairwells and Hallway
- Vestibule
- Vestibule Hallway
- Blue Room
- Main House
- Pink Room
- Pink Room Narthex
- Upper Level northside & Southside room
- Southside Entry
- Grand Staircase

CONRAD SCHMITT STUDIOS, INC.

Excellence in Artistry Since 1889

Design ■ Decoration ■ Restoration ■ Glass

DECROATIVE SCOPE

- Load truck with materials and travel to Menomonie, WI.
- Unload materials and set-up workshop.
- Inspect scaffold system, provided by others under separate Contract with the Owner for proper safety and access.
- Cover and protect.
- Clean and prep wall and ceiling surfaces at locations below:

LOCATION	SCOPE
The library	<ul style="list-style-type: none">- Plaster Restoration at 16 coffered ceiling panels and walls.- Conservation and infill painting at failing decoration to match original artwork
Main Entrance	<ul style="list-style-type: none">- Conservation and infill painting at failing decoration to match original artwork
Basement /Stairwells	<ul style="list-style-type: none">- Plaster repair and skim coating as necessary.- Prime and base paint a single color
Vestibule	<ul style="list-style-type: none">- Repair plaster.- Conservation and infill painting at failing decoration to match original artwork
Vestibule Hallways	<ul style="list-style-type: none">- Plaster repair.- Conservation and infill painting at failing decoration to match original artwork
Blue Room	<ul style="list-style-type: none">- Plaster repair.- Conservation and infill painting at failing decoration to match original artwork
Main House	<ul style="list-style-type: none">- First Floor: Plaster repairs at great arch and miscellaneous areas. Conservation and infill painting at failing decoration to match original artwork and adjust gradation. CSS artisans to repaint bronze/metallic paint as necessary and highlight with a glaze.- Second Floor: Plaster repairs at great arch and miscellaneous areas. Conservation and infill painting at failing decoration to match original artwork and adjust gradation. CSS artisans to repaint bronze/metallic paint as necessary and highlight with a glaze.
Pink Room	<ul style="list-style-type: none">- Plaster repair.- Conservation and infill painting at failing decoration to match original artwork
Pink Room Narthex	<ul style="list-style-type: none">- Plaster repair.- Conservation and infill painting at failing decoration to match original artwork
Upper Level Northside room	<ul style="list-style-type: none">- Plaster repair.- Conservation and infill painting at failing decoration to match original artwork
Upper Level Southside room	<ul style="list-style-type: none">- Plaster repair.- Conservation and infill painting at failing decoration to match original artwork
Southside Entry	<ul style="list-style-type: none">- Plaster repair.- Conservation and infill painting at failing decoration to match original artwork
Grand Staircase	<ul style="list-style-type: none">- Plaster repair.- Repaint south wall decoration.- Conservation and infill painting at failing decoration to match original artwork

- **Decorative Sample:** CSS Lead Artist will execute on-site samples of each color, finish and decorative element for review for each room and modification until approved by the Owner.
- Upon completion a walk-through will be scheduled with the Owner to develop a Punch List. Punch List will be completed by CSS prior to removal of scaffolding.
- Upon approval, clean up jobsite, load materials and travel back to CSS.
- Scaffold removal by others and Final interior detail clean by Owner.

CONRAD SCHMITT STUDIOS, INC.

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QUOTATION

The above scope of work would be completed for\$863,905.00.00 _____ Initial Acceptance

DECORATIVE ADD ALTERANTES:

1. *Restoration of Two (2) Tiffany Stained Glass Windows.*

ADD + \$112,322.00 _____ Initial Acceptance

2. *Existing Painted Wood Trim, Doors and Wainscoting: Cleaning, prep, priming and repaint.*

ADD + \$128,685.00 _____ Initial Acceptance

SCHEDULE

The project would be executed between 16-20 weeks.

TERMS

We would require a signed contract to schedule this project. A 10% down payment would be billed 30 days prior to the start of the project followed by regular progress payments, with the final payment due within 30 days of successful completion of this contract scope of work and final approval by the Owner. If these terms are not acceptable, alternatives may be discussed.

Not Included

1. Stained wood doors, frames, baseboards, carpentry
2. Lighting
3. Hardware
4. Theatre seating
5. Steps / Staircase
6. bathrooms
7. Demolition
8. Carpentry
9. Light Fixtures/ Electrical / Lighting
10. HVAC Equipment / Wall Vents / Radiators
11. Flooring/ carpet
12. Windows
13. Final cleaning
14. Scaffolding
15. Gallery room and Gallery Corridor

Respectfully submitted for approval,



Courtney Nelson, Project Manager
CONRAD SCHMITT STUDIOS, INC.

I have read and agreed to the proposal as listed above as well as the Conrad Schmitt Studios, Inc. General Terms and Conditions of Contract.

Accepted By _____

Date _____

2405 S. 162nd Street • New Berlin, WI 53151 USA
Phone: 262-786-3030 • 800-969-3033
Fax: 262-786-9036 • www.conradschmitt.com

GENERAL TERMS AND CONDITIONS OF CONTRACT

CONRAD SCHMITT STUDIOS, INC.

Compliance Obligations

All agreements are contingent upon fires, strikes, accidents, and other causes beyond our control. We will not be responsible for any hidden, latent, or undisclosed defects within our work areas. Leptat® glass is an organic process; all etched glass will vary in its final texture and effect. Removal of historic stained glass may appear to cause additional glass breakage as internal hairline cracks may be present in original glass but unforeseen.

Warranty

We warrant the adhesion of our applied paints only, but do not warrant the adhesion of previously applied paints, be they calcimine, latex, oil or other. The warranty does not include any damages caused by moisture of any sort, including humidity, nor does it include problems caused by lack of proper insulation, vapor barriers, or proper air circulation; or any discoloration of any metal composition leaf other than 22.5 kt or higher gold leaf. The entire warranty is null and void if the temperature is not maintained between 60° and 80° Fahrenheit, fluctuates more than 10° in any 24 hour period, or if the relative humidity is not maintained between 40% and 60%. Interior surfaces may not reach the dew point. There will be absolutely no warranty and client/customer is still responsible for full and complete payment if relative humidity and temperature exceed materials manufacturers and suppliers' recommendations and CSS is required to proceed. All surplus paint materials will be the property of the owner for future repairs and touch-ups.

Should the work quoted herein be associated in any way with fire damage or major moisture concerns, there will be no warranty for workmanship unless Conrad Schmitt Studios is contracted to either strip all ornamental surfaces and fiberglass or strip flat surfaces. Fiberglassing over expanding and contracting surfaces, such as wood board and batten or tongue and groove, or acoustical materials, is not warranted against future cracking or delamination. This warranty is for one (1) year from the date of substantial completion for defects in craftsmanship. Material suppliers may offer product warranties.

State Lien Law

State Lien Law is effective where applicable. Conrad Schmitt Studios hereby notifies buyer that persons or companies furnishing labor or materials for the construction on buyer's property may have lien rights on buyers land and buildings if not paid. Those entitled to lien rights, in addition to the assigned contractor, are those who contract directly with the buyer or those who give the buyer notice within sixty (60) days after they first furnish labor or materials for construction. Accordingly, buyer may receive lien notices from those who furnish labor or materials for the construction and should give a copy of each notice received to its mortgage lender. Builder agrees to cooperate with the lender to see that all potential lien claimants are paid. Notice of intent to file a lien is automatically filed at 45 days on all properties not paid for within the contract date.

Using staff to perform paid or unpaid services outside this contract voids any and all written, expressed or implied warranties.

Additional Terms and Conditions

- The designs, cartoons, patterns, or specifications provided as instruments of service are and shall remain the property and copyright of Conrad Schmitt Studios whether or not the project for which they were made is executed.
- In works or fine art such as art glass, stained glass, sculpture, mosaics, pictures, murals, banners, tapestries or any like project, Conrad Schmitt Studios shall be entitled to sign and date the work and shall be afforded due recognition in any and all photographs or publications which show the work, including but not limited to the fabricator's own brochures, portfolio, website and publication.

- Orders for articles, materials or contractor's services will not be placed in work until signed confirmation of purchase agreement is received, together with any required deposit.
- Orders approved under this contract are non-cancelable.
- Prices do not include sales, use or applicable tax.
- Copyright remains the ownership of Conrad Schmitt Studios, even after artworks have been delivered and/or installed.
- If Conrad Schmitt Studios is required to render services not contemplated by this agreement or incurs extra drawing or other expenses due to changes ordered by client or other cause, Conrad Schmitt Studios shall be paid for such extra services and expenses the reasonable value or cost thereof.
- CSS is not responsible for any fees above and beyond this contract including but not limited to late penalties and clean-up charges.
- If Conrad Schmitt Studios is required to perform plaster restoration, owner agrees to have plaster and plaster substrate tested for asbestos prior to start of work and provide results to CSS if levels exceed OSHA limits.
- While fiberglassing walls is a wall preparation system, seams and texture may remain visible upon completion.
- Paint drips and chips that have been painted over by others in the past will not be sanded, patched or repaired unless specifically spelled out in the contract.
- A signed Certificate of Completion is required for all Conrad Schmitt Studios, Inc. projects. Prior to leaving the project site, CSS will submit in writing a Request for Punch List. We require that this be returned to CSS in writing prior to departure. CSS will complete the items on the punch list, per the contract terms. Upon completion, a final Certificate of Completion will be requested for signature. Failure to sign the Certificate of Completion may result in an additional charge for remobilization.
- Artistic Design Approval: The products and services specified herein are works of art and as such, require a degree of interpretation by the artist. The client will have the opportunity to review and approve the artwork at various phases in the process. Any adjustments to previously approved artwork will be subject to additional charges for time and materials as required. Any additional charges will be presented to the client for approval prior to undertaking the requested adjustment(s).
- This contract supersedes any and all other contract language.

Indemnification

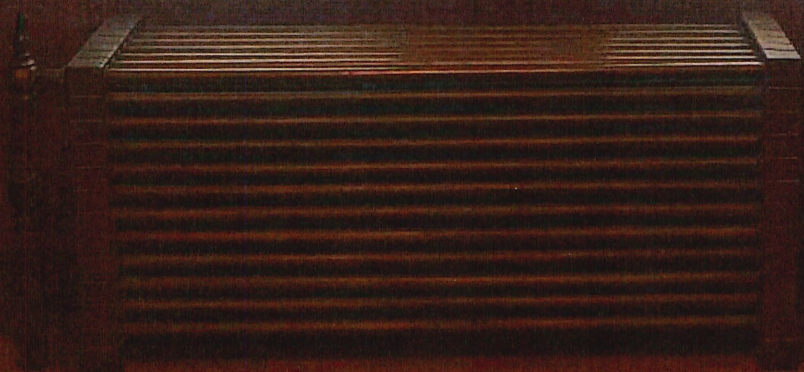
Conrad Schmitt Studios does release and agree to save and hold the owner, and their members, officers, agents and employees, harmless from any and all causes of action, suites at law or equity, or claims or demand or from any liability of any nature arising out of the performance of the work and obligations contained herein on the part of Conrad Schmitt Studios, his/her agents, and/or employees if such claims, demands or liability arises from acts occurring before the work is completed and installed.

Owner agrees that if scaffold is under Conrad Schmitt Studios contract, owner will sign a Hold Harmless and Indemnity Agreement. Furthermore, if client is desirous of other trades using scaffold, those other trades or individuals will be required to sign a Hold Harmless and Indemnity Agreement prior to working on or below scaffold.

Upon completion of the installation of the work, the owner shall indemnify and hold harmless Conrad Schmitt Studios against any and all claims, demands or liability arising thereafter in connection with the work, the site, the area or this agreement.

This proposal is valid for 90 days, unless otherwise stated in the proposal. The scope, terms and warranty of this contract are limited to that as written herein. Previous verbal agreements and/or verbal agreements during the course of this contract are not valid unless approved in writing by all parties as signed on the proposal page.







MEMORANDUM

David Schofield, Director of Public Works
dschofield@menomonie-wi.gov
715-232-2221 Ext.1020

TO: Mayor Knaack & City Council

FROM: David Schofield, Director of Public Works

SUBJECT: Proposed Ordinance 2025-04 – Annexation of Certain Lands Along CTH B

DATE: July 7, 2025 City Council Meeting

Nicholas Rassbach, Ronnie E. Prochnow, Rusk Prairie Farms, LLC, Red Cedar Produce, LLC, Janet L. Koepl, Gregory M. Quilling, Anthony J. Swanson, and Adrie E. Swanson have submitted the attached Petition for Direct Annexation by Unanimous Approval for lands along County Highway B between Eagle Point Road (also known as 650th Avenue) and 690th Avenue.

Atty. Ludeman has prepared Proposed Ordinance 2025-04 which, if adopted, would complete the proposed annexation. Section 3 of the proposed ordinance would temporarily designate the newly annexed lands to be part of the Agricultural District (A) for zoning purposes. Because this pertains to land use, Proposed Ordinance 2025-04 must be referred to the Plan Commission prior to introduction and adoption by the City Council.

The appropriate motion would be to ***Refer the Temporary Zoning Classification within Proposed Ordinance 2025-04 to the Plan Commission for Review and Recommendation*** (simple majority vote).

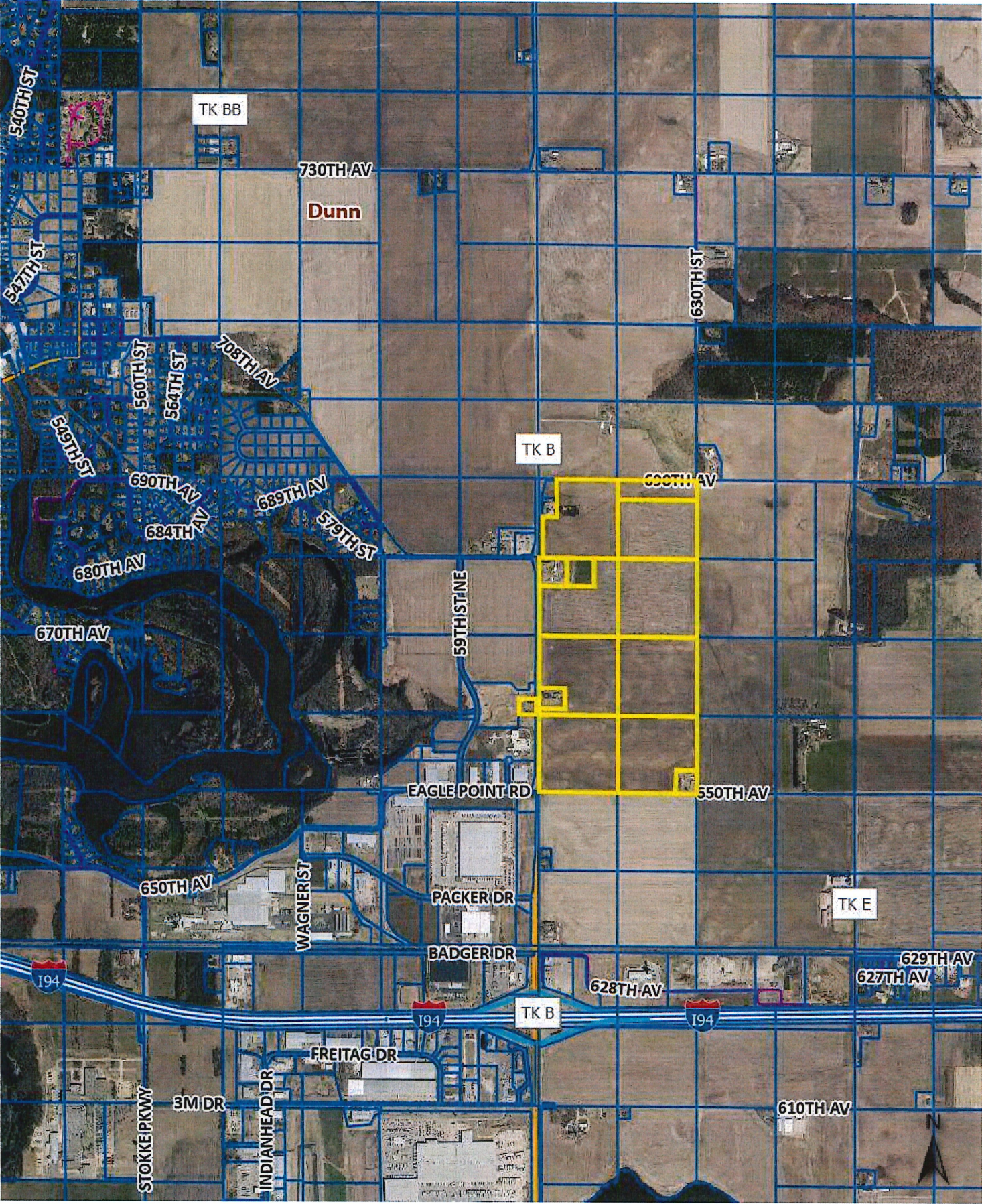
To be clear, approval of this motion does not approve the annexation. Plan Commission would review and make a recommendation regarding the proposed temporary zoning classification at their July 28, 2025 meeting. The matter would come back before the City Council at the August 4, 2025 meeting.

Attachments:

- Location Map
- Petition for Direct Annexation by Unanimous Approval
- Proposed Ordinance 2025-04

Balloonist Annexation

Created by:





33 East Main Street
Suite 900
Madison, WI 53703
608-251-5000
Fax 608-251-9166
www.quarles.com

Attorneys at Law in
Chicago
Denver
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
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Tampa
Tucson
Washington, D.C.

Douglas S. Buck
Writer's Direct Dial: 608-283-2466
E-Mail: Douglas.Buck@quarles.com

June 18, 2025

VIA OVERNIGHT DELIVERY AND E-MAIL

City of Menomonie
Attention: Kate Martin, City Clerk
800 Wilson Avenue
Menomonie, WI 54751
Email: kmartin@menomonie-wi.gov

Re: Petition for Direct Annexation by Unanimous Approval

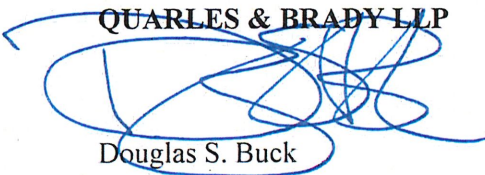
Dear Clerk Martin:

The purpose of this letter is to file a Petition for Direct Annexation By Unanimous Approval executed by the Petitioners (as defined therein) (the "**Petition**") with the City Council of the City of Menomonie, Dunn County, Wisconsin (the "**City**"), for the direct annexation to the City, and the detachment from the Town of Red Cedar, Dunn County, Wisconsin (the "**Town**"), of certain territory as more particularly described in the Petition (the "**Territory**"), pursuant to §66.0217(2) of the Wisconsin Statutes.

Accordingly, enclosed with this letter is a copy of the Petition, which contains the legal description of the Territory to be annexed and a copy of the scaled map of the Territory. A copy of the Petition will also be mailed to the Town's Clerk in accordance with §66.0217(2) of the Wisconsin Statutes.

Sincerely,

QUARLES & BRADY LLP



Douglas S. Buck



33 East Main Street
Suite 900
Madison, WI 53703
608-251-5000
Fax 608-251-9166
www.quarles.com

Attorneys at Law in
Chicago
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Phoenix
San Diego
St. Louis
Tampa
Tucson
Washington, D.C.

Douglas S. Buck
Writer's Direct Dial: 608-283-2466
E-Mail: douglas.buck@quarles.com

June 18, 2025

City of Menomonie
Attention: David Schofield, Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
Email: dschofield@menomonie-wi.gov

Re: Letter In Support of the Petition for Direct Annexation by Unanimous Approval

Dear Mr. Schofield and City Council:

Quarles & Brady LLP, represents Balloonist, LLP (the "**Applicant**") in its Petition for the Direct Annexation by Unanimous Approval ("**Petition**") to the City of Menomonie ("**City**"). The Applicant desires to annex the property described in the Petition ("**Property**") from the Town of Red Cedar into the City in order to develop the property as a data center ("**Project**") and to obtain certain benefits from the City, including but not limited to access to City municipal water and sewer services.

The Applicant believes it is in the best interest of the City to accept the Petition, for the following reasons:

- **Consistent with City Growth**

The Property is contiguous and adjacent to the City's jurisdictional boundaries and within the extraterritorial zoning jurisdiction. The City's and Town of Red Cedar's ("**Town**") long term plans anticipate that this area of the Town would be incorporated into the City. This annexation, therefore, is consistent with the City's future planned growth. No town islands are created by this annexation.

- **Development is Consistent with Surrounding Area**

The Applicant has concurrently submitted an Application to Rezone the Property to the I-1, Industrial District, which is consistent with the surrounding area which are currently zoned Restricted Industrial District 1 (I-1) and General Industrial District (I-3). The proposed industrial Project is therefore consistent with the surround area and is also consistent with the Comprehensive Plan for the area.

- **Investment in City**

June 18, 2025

Page 2

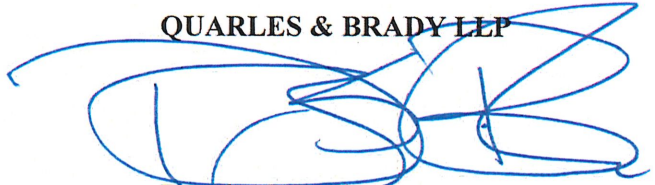
The proposed Project which will include significant capital investment by the Applicant, both in the construction of the Project and the going maintenance. However, without the City's municipal services, this Project cannot move forward. Therefore, annexation is necessary in order for the Project to proceed. Once built, the development of this area is anticipated to attract additional businesses and growth to the City.

Quarles and the Applicant requests your support of the Petition and will make themselves available to answer your questions. If you would like to discuss the Project prior to the Public Hearing, please feel free to contact me by telephone (608) 283-2466 or by email at douglas.buck@quarles.com.

Quarles and the Applicant are looking forward to working with the City, the Plan Commission and Common Council on this Project.

Very truly yours,

QUARLES & BRADY LLP



Douglas S. Buck

PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL

TO: The Honorable Common Council of the City of Menomonie, Wisconsin

c/o City Clerk
City Hall
800 Wilson Avenue
Menomonie, Wisconsin 54751
Attention: City Clerk

Nichols Rassbach ("**Rassbach**"), Ronnie E. Prochnow ("**Prochnow**"), Rusk Prairie Farms, LLC ("**Rusk**"), Red Cedar Produce LLC ("**Red Cedar**"), Janet L. Koepl ("**Koepl**"), Gregory M. Quilling ("**Quilling**"), Anthony J. Swanson and Adrie E. Swanson, husband and wife ("**Swanson**" and together with Rassbach, Prochnow, Rusk, Red Cedar, Koepl, and Quilling, each a "**Petitioner**" and collectively, "**Petitioners**") hereby respectfully petitions the Common Council of the City of Menomonie, Dunn County, Wisconsin (the "**City**"), pursuant to §66.0217(2) of the Wisconsin Statutes, for the direct annexation to the City, and the detachment from the Town of Red Cedar, Dunn County, Wisconsin (the "**Town**"), of the territory described below in Paragraph 6 (the "**Territory**").

In support of this petition, **each Petitioner** alleges and represents the following on behalf of such entity:

1. Such Petitioner is the sole owner of such land within the Territory as designated on Exhibit A, and Petitioners, in the aggregate, own all of the land within the Territory.

2. There are six (6) electors residing in the Territory, in the Town of Red Cedar. The foregoing identified electors also join in the execution of this Petition below.

3. The population of the Territory is eleven (11) as determined by an actual count provided by the County of Dunn.

4. The purpose of this petition for direct annexation of the Territory to the City is to obtain the benefits to be derived from owning land located within the limits of the City, including, but not limited to, having such Petitioner's property receive municipal

services (e.g., water and sewer) within the same municipality. Such Petitioner believes it to be in its own best interests and the best interests of the affected communities to have the Territory annexed to the City.

5. The Territory is contiguous to the City.

6. The legal description of the Territory is set forth on the attached Exhibit A.

7. Attached to this Petition as Exhibit B is a scale map which reasonably shows the boundaries of the Territory.

8. Petitioner requests that the Territory be given a temporary zoning classification of Agriculture District (A) under Title 10, Chapter 6 of the City's Municipal Code. Pursuant to Petitioner's separate zoning application, Petitioner requests that the Territory be given a permanent zoning classification of Restricted Industrial District (I-1) under Title 10, Chapter 14 of the City's Municipal Code pursuant to a separate filing with the City concerning rezoning of the Territory (except for the Quilling property, which shall be excluded from such rezoning application).


9. The filing of this Petition was duly authorized by the undersigned Petitioner.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned Petitioner hereby executes this Petition.

PETITIONER:

NICHOLS RASSBACH



Nichols Rassbach

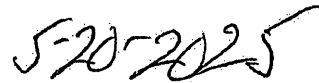
STATEMENT OF OWNERSHIP AND RESIDENCY

The undersigned individual represents and warrants the following:

1. That he is one of the petitioners who signed the Petition of Direct Annexation by Unanimous Approval for the property located along 690th Avenue, Red Cedar, Wisconsin.
2. The undersigned makes this Statement in support of the Petition of Direct Annexation by Unanimous Approval of the above-described territory to the City of Menomonie, Dunn County, Wisconsin, on unanimous consent pursuant to Section 66.0217(2) of the Wisconsin Statutes.
3. The Petition of Direct Annexation by Unanimous Approval was signed by all of the electors residing in, on, and at the above-described property and by all of the owners of the above-described property, and the undersigned hereby states and affirms that no other residents or entities have any ownership interest whatsoever in and to said property.



Petitioner Signature



Date

SIGNATURE PAGE TO PETITION
PETITIONER – RASSBACH

IN WITNESS WHEREOF, the undersigned Petitioner hereby executes this Petition.

PETITIONER:

RONNIE E. PROCHNOW



Ronnie E. Prochnow

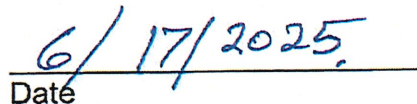
STATEMENT OF OWNERSHIP AND RESIDENCY

The undersigned individual represents and warrants the following:

1. That he is one of the petitioners who signed the Petition of Direct Annexation by Unanimous Approval for the property located along 610th Avenue, Red Cedar, Wisconsin.
2. The undersigned makes this Statement in support of the Petition of Direct Annexation by Unanimous Approval of the above-described territory to the City of Menomonie, Dunn County, Wisconsin, on unanimous consent pursuant to Section 66.0217(2) of the Wisconsin Statutes.
3. The Petition of Direct Annexation by Unanimous Approval was signed by all of the electors residing in, on, and at the above-described property and by all of the owners of the above-described property, and the undersigned hereby states and affirms that no other residents or entities have any ownership interest whatsoever in and to said property.



Petitioner Signature




Date

SIGNATURE PAGE TO PETITION
PETITIONER – PROCHNOW

IN WITNESS WHEREOF, the undersigned Petitioner hereby executes this Petition.

PETITIONER:

RUSK PRAIRIE FARMS, LLC

By:  Eric Fanetti


Print Name: Eric Fanetti

Title: Owner

STATEMENT OF OWNERSHIP AND RESIDENCY

The undersigned individual represents and warrants the following:

1. That he is one of the petitioners who signed the Petition of Direct Annexation by Unanimous Approval for the property located along 610th Avenue, Red Cedar, Wisconsin.
2. The undersigned makes this Statement in support of the Petition of Direct Annexation by Unanimous Approval of the above-described territory to the City of Menomonie, Dunn County, Wisconsin, on unanimous consent pursuant to Section 66.0217(2) of the Wisconsin Statutes.
3. The Petition of Direct Annexation by Unanimous Approval was signed by all of the electors residing in, on, and at the above-described property and by all of the owners of the above-described property, and the undersigned hereby states and affirms that no other residents or entities have any ownership interest whatsoever in and to said property.

 Eric Fanetti
Petitioner Signature

05/20/25
Date

SIGNATURE PAGE TO PETITION
PETITIONER – RUSK

IN WITNESS WHEREOF, the undersigned Petitioner hereby executes this Petition.

PETITIONER:

RED CEDAR PRODUCE LLC

By: 


Print Name: Shiv Nath Tandon

Title: Sole Member

STATEMENT OF OWNERSHIP AND RESIDENCY

The undersigned individual represents and warrants the following:

1. That he is one of the petitioners who signed the Petition of Direct Annexation by Unanimous Approval for the property located at: N6776, N6778, N6780 County Road B, Menomonie, Wisconsin.
2. The undersigned makes this Statement in support of the Petition of Direct Annexation by Unanimous Approval of the above-described territory to the City of Menomonie, Dunn County, Wisconsin, on unanimous consent pursuant to Section 66.0217(2) of the Wisconsin Statutes.
3. The Petition of Direct Annexation by Unanimous Approval was signed by all of the electors residing in, on, and at the above-described property and by all of the owners of the above-described property, and the undersigned hereby states and affirms that no other residents or entities have any ownership interest whatsoever in and to said property.


Petitioner Signature

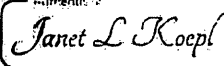
6/16/25
Date

SIGNATURE PAGE TO PETITION
PETITIONER – RED CEDAR

IN WITNESS WHEREOF, the undersigned Petitioner hereby executes this Petition.

PETITIONER: :

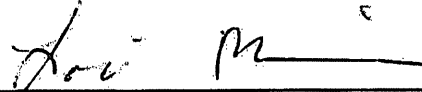
JANET L. KOEPL

Authentisign


Janet L. Koepf

The undersigned elector(s) joins in the execution of this Petition in compliance with the requirements of Wis. Stat. §66.0217(2).

ELECTORS:



Lori Meier



Greg Tuschl

STATEMENT OF OWNERSHIP AND RESIDENCY

The undersigned individual represents and warrants the following:

1. That she is one of the petitioners who signed the Petition of Direct Annexation by Unanimous Approval for the property located at: N6628 County Road B, Menomonie, Wisconsin.
2. The undersigned makes this Statement in support of the Petition of Direct Annexation by Unanimous Approval of the above-described territory to the City of Menomonie, Dunn County, Wisconsin, on unanimous consent pursuant to Section 66.0217(2) of the Wisconsin Statutes.
3. The Petition of Direct Annexation by Unanimous Approval was signed by all of the electors residing in, on, and at the above-described property and by all of the owners of the above-described property, and the undersigned hereby states and affirms that no other residents or entities have any ownership interest whatsoever in and to said property.

Authentisign

Petitioner Signature

05/20/25

Date

SIGNATURE PAGE TO PETITION
PETITIONER – KOEPL

IN WITNESS WHEREOF, the undersigned Petitioner hereby executes this Petition.

PETIONER:

 *Gregory M Quilling*

Gregory M. Quilling

STATEMENT OF OWNERSHIP AND RESIDENCY

The undersigned individual represents and warrants the following:

1. That he is one of the petitioners who signed the Petition of Direct Annexation by Unanimous Approval for the property located at 6613 County Road B, Menomonie, Wisconsin.
2. The undersigned makes this Statement in support of the Petition of Direct Annexation by Unanimous Approval of the above-described territory to the City of Menomonie, Dunn County, Wisconsin, on unanimous consent pursuant to Section 66.0217(2) of the Wisconsin Statutes.
3. The Petition of Direct Annexation by Unanimous Approval was signed by all of the electors residing in, on, and at the above-described property and by all of the owners of the above-described property, and the undersigned hereby states and affirms that no other residents or entities have any ownership interest whatsoever in and to said property.

 *Gregory M Quilling*

Petitioner Signature

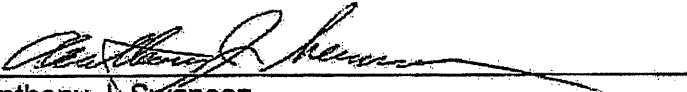
05/20/25

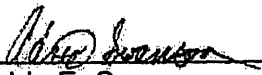
Date

SIGNATURE PAGE TO PETITION
PETITIONER – QUILLING

IN WITNESS WHEREOF, the undersigned Petitioner hereby executes this Petition.

PETITIONER:


Anthony J. Swanson


Adrie E. Swanson

STATEMENT OF OWNERSHIP AND RESIDENCY

The undersigned individual represents and warrants the following:

1. That he is one of the petitioners who signed the Petition of Direct Annexation by Unanimous Approval for the property located at 6283 650th Avenue, Menomonie, Wisconsin.
2. The undersigned makes this Statement in support of the Petition of Direct Annexation by Unanimous Approval of the above-described territory to the City of Menomonie, Dunn County, Wisconsin, on unanimous consent pursuant to Section 66.0217(2) of the Wisconsin Statutes.
3. The Petition of Direct Annexation by Unanimous Approval was signed by all of the electors residing in, on, and at the above-described property and by all of the owners of the above-described property, and the undersigned hereby states and affirms that no other residents or entities have any ownership interest whatsoever in and to said property.



Petitioner Signature

6-11-2025
Date


SIGNATURE PAGE TO PETITION
PETITIONER – SWANSON

IN WITNESS WHEREOF, the undersigned Petitioner hereby executes this Petition.

PETITIONER:


Anthony J. Swanson

Anthony J. Swanson



Adrie E. Swanson

Adrie E. Swanson

STATEMENT OF OWNERSHIP AND RESIDENCY

The undersigned individual represents and warrants the following:

1. That he is one of the petitioners who signed the Petition of Direct Annexation by Unanimous Approval for the property located at 6283 650th Avenue, Menomonie, Wisconsin.
2. The undersigned makes this Statement in support of the Petition of Direct Annexation by Unanimous Approval of the above-described territory to the City of Menomonie, Dunn County, Wisconsin, on unanimous consent pursuant to Section 66.0217(2) of the Wisconsin Statutes.
3. The Petition of Direct Annexation by Unanimous Approval was signed by all of the electors residing in, on, and at the above-described property and by all of the owners of the above-described property, and the undersigned hereby states and affirms that no other residents or entities have any ownership interest whatsoever in and to said property.


Anthony J. Swanson

Petitioner Signature


Adrie E. Swanson

05/20/25

Date

SIGNATURE PAGE TO PETITION
PETITIONER – SWANSON

EXHIBIT A

LEGAL DESCRIPTION OF TERRITORY

Those parts of the Northwest Quarter and Southwest Quarter of Section 9, and those parts of the Northeast Quarter and Southeast Quarter of Section 8, all in Township 28 North, Range 12 West, Dunn County, Wisconsin, described as follows:

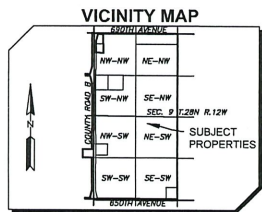
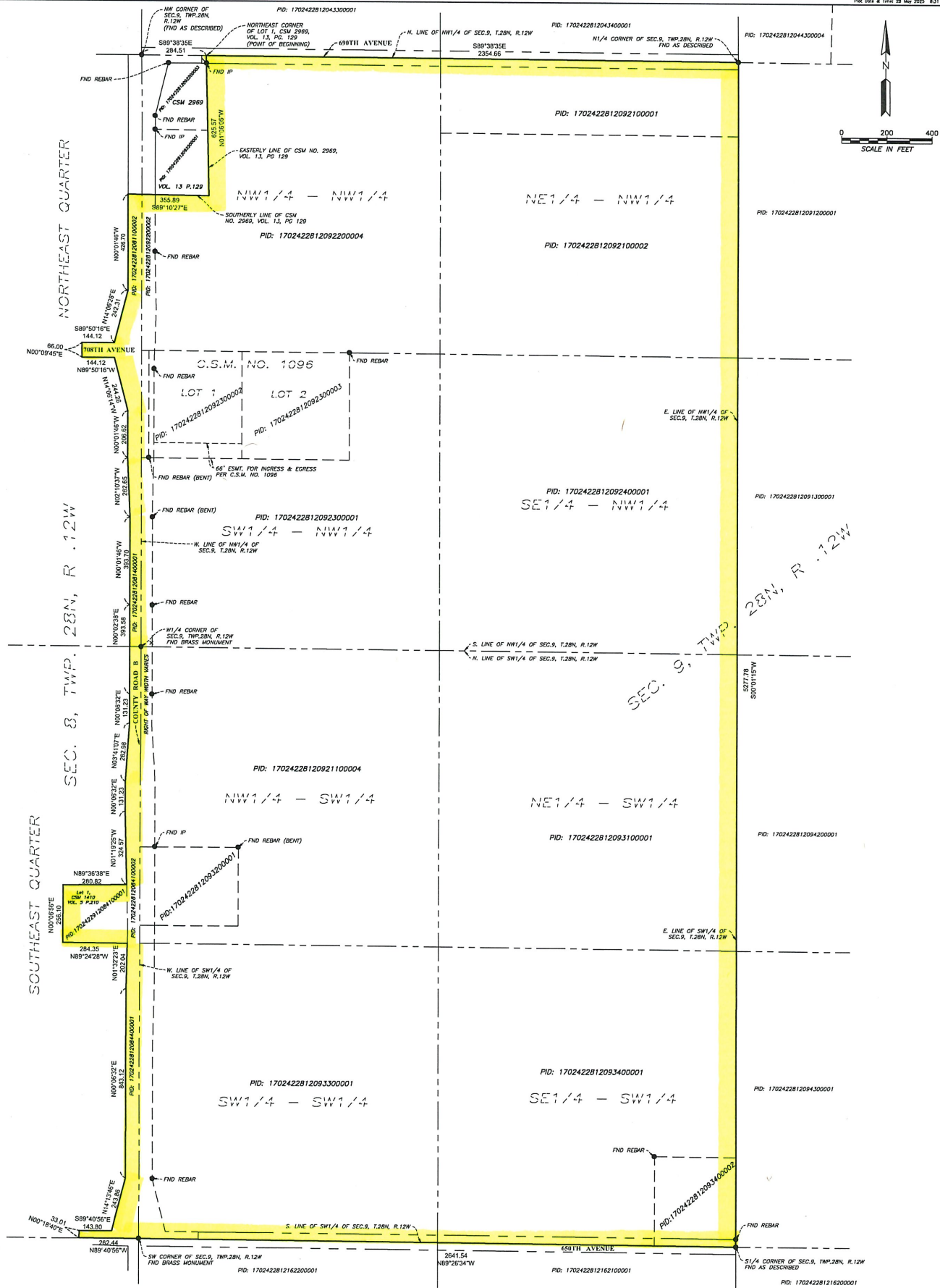
Commencing at the Northwest corner of said Northwest Quarter; thence South 89 degrees 38 minutes 35 seconds East, assumed bearing along the north line of said Northwest Quarter, 284.51 feet to the northeast corner of Lot 1, Certified Survey Map No. 2969, recorded June 16, 2004 in Volume 13 of Certified Survey Maps on Page 129 as Document No. 513162, said Dunn County, and the point of beginning; thence continuing South 89 degrees 38 minutes 35 seconds East along said north line of the Northwest Quarter, 2354.66 feet to the northeast corner of said Northwest Quarter; thence South 00 degrees 01 minute 15 seconds West along the east line of said Northwest Quarter and the east line of said Southwest Quarter, 5277.78 feet to southeast corner of said Southwest Quarter; thence North 89 degrees 26 minutes 34 seconds West, along said south line of the Southwest Quarter, 2641.54 feet to the southwest corner of said Southwest Quarter; thence North 89 degrees 40 minutes 56 seconds West along the south line of said Southeast Quarter of Section 8, a distance of 262.44 feet; thence North 00 degrees 18 minutes 40 seconds East, 33.01 feet; thence South 89 degrees 40 minutes 56 seconds East, 143.80 feet to the westerly right of way line of County Highway B; thence North 14 degrees 13 minutes 46 seconds East along said westerly right of way line of County Highway B, a distance of 243.86 feet; thence North 00 degrees 06 minutes 32 seconds East, along said westerly right of way line of County Highway B, a distance of 843.12 feet; thence North 01 degree 32 minutes 23 seconds East, along said westerly right of way line of County Highway B, a distance of 202.04 feet; thence North 89 degree 24 minute 28 seconds West, 284.35 feet; thence North 00 degrees 06 minutes 56 seconds East, 256.10 feet; thence North 89 degrees 36 minutes 38 seconds East, 280.82 feet to said westerly right of way line of County Highway B; thence North 01 degree 19 minutes 25 seconds West, along said westerly right of way line of County Highway B, a distance of 324.57 feet; thence North 00 degrees 06 minutes 32 seconds East, along said westerly right of way line of County Highway B, a distance of 131.23 feet; thence North 03 degrees 41 minutes 07 seconds East, along said westerly right of way line of County Highway B, 262.98 feet; thence North 00 degree 06 minutes 32 seconds East, along said westerly right of way line of County Highway B, a distance of 131.23 feet; thence North 00 degrees 02 minutes 38 seconds East, along said westerly right of way line of County Highway B, a distance of 393.58 feet; thence North 00 degrees 01 minutes 46 seconds West, along said westerly right of way line of County Highway B, a distance 393.70 feet; thence North 02 degrees 10 minutes 37 seconds West, along said westerly right of way line of County Highway B, a distance of 262.65 feet; thence North 00 degrees 01 minute 46 seconds West, along said westerly right of way line of County Highway B, a distance of 206.62 feet; thence North 14 degrees 06 minutes 14 seconds West, along said westerly right of way line of County Highway B, a distance of 244.26 feet; thence North 89 degrees 50 minutes 16 second West, along said westerly right of way line of County Highway B, a distance of 144.12 feet; thence North 00

degree 09 minutes 45 seconds East, along said westerly right of way line of County Highway B, a distance of 66.00 feet; thence South 89 degrees 50 minutes 16 seconds East, along said westerly right of way line of County Highway B, a distance of 144.12 feet; thence North 14 degrees 06 minutes 28 seconds East, along said westerly right of way line of County Highway B, a distance of 242.31 feet; thence North 00 degrees 01 minute 46 seconds West, along said westerly right of way line of County Highway B, a distance of 426.70 feet to the intersection with the westerly extension of the south line of said Certified Survey Map No. 2969; thence South 89 degrees 10 minutes 27 seconds East, along said south line of Certified Survey Map No. 2969, a distance of 355.89 feet to said easterly line of Certified Survey Map No. 2969; thence North 01 degree 06 minutes 05 seconds West, along said easterly line of Certified Survey Map No. 2969, a distance of 625.57 feet to the point of beginning.

EXHIBIT B

SCALE MAP OF TERRITORY

(Attached)



GENERAL NOTES

1. Bearings shown hereon are based on the Dunn County Coordinate System relative to the NAD83(11) control adjustment.



CLIENT NAME

BALLOONIST, LLC

Exhibit B

PROJECT TITLE

ANNEXATION EXHIBIT

DWN BY CHK'D APP'D DWG DATE MAY 28, 2025

RWN JRN SCALE SEE SCALE BAR

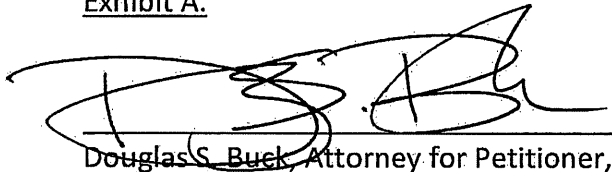
PROJECT NO. SHEET NO.

2042685200 1 OF 1

AFFIDAVIT OF FILING

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Douglas S. Buck, Attorney on behalf of the Petitioner, Balloonist, LLC, being first duly sworn on oath, deposes and says that on the 20th day of June 2025, he filed with the Town Clerk of the Town of Red Cedar, Dunn County, Wisconsin, a Duplicate Petition Of Direct Annexation By Unanimous Approval of the following described territory, attached hereto as Exhibit A.



Douglas S. Buck, Attorney for Petitioner, Balloonist, LLC

6/20/25
Date

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally, came before me on the 20th day of June 2025, the above-named Douglas S. Buck, Attorney on behalf of the Petitioner, Balloonist, LLC, being known to me to be the person who executed the foregoing instrument and acknowledged the same.



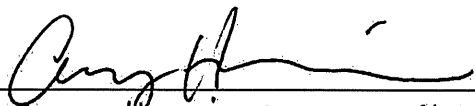

Amy Harriman, Notary Public
My commission expires: permanet

EXHIBIT A

LEGAL DESCRIPTION OF TERRITORY

Those parts of the Northwest Quarter and Southwest Quarter of Section 9, and those parts of the Northeast Quarter and Southeast Quarter of Section 8, all in Township 28 North, Range 12 West, Dunn County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence South 89 degrees 38 minutes 35 seconds East, assumed bearing along the north line of said Northwest Quarter, 284.51 feet to the northeast corner of Lot 1, Certified Survey Map No. 2969, recorded June 16, 2004 in Volume 13 of Certified Survey Maps on Page 129 as Document No. 513162, said Dunn County, and the point of beginning; thence continuing South 89 degrees 38 minutes 35 seconds East along said north line of the Northwest Quarter, 2354.66 feet to the northeast corner of said Northwest Quarter; thence South 00 degrees 01 minute 15 seconds West along the east line of said Northwest Quarter and the east line of said Southwest Quarter, 5277.78 feet to southeast corner of said Southwest Quarter; thence North 89 degrees 26 minutes 34 seconds West, along said south line of the Southwest Quarter, 2641.54 feet to the southwest corner of said Southwest Quarter; thence North 89 degrees 40 minutes 56 seconds West along the south line of said Southeast Quarter of Section 8, a distance of 262.44 feet; thence North 00 degrees 18 minutes 40 seconds East, 33.01 feet; thence South 89 degrees 40 minutes 56 seconds East, 143.80 feet to the westerly right of way line of County Highway B; thence North 14 degrees 13 minutes 46 seconds East along said westerly right of way line of County Highway B, a distance of 243.86 feet; thence North 00 degrees 06 minutes 32 seconds East, along said westerly right of way line of County Highway B, a distance of 843.12 feet; thence North 01 degree 32 minutes 23 seconds East, along said westerly right of way line of County Highway B, a distance of 202.04 feet; thence North 89 degree 24 minute 28 seconds West, 284.35 feet; thence North 00 degrees 06 minutes 56 seconds East, 256.10 feet; thence North 89 degrees 36 minutes 38 seconds East, 280.82 feet to said westerly right of way line of County Highway B; thence North 01 degree 19 minutes 25 seconds West, along said westerly right of way line of County Highway B, a distance of 324.57 feet; thence North 00 degrees 06 minutes 32 seconds East, along said westerly right of way line of County Highway B, a distance of 131.23 feet; thence North 03 degrees 41 minutes 07 seconds East, along said westerly right of way line of County Highway B, 262.98 feet; thence North 00 degree 06 minutes 32 seconds East, along said westerly right of way line of County Highway B, a distance of 131.23 feet; thence North 00 degrees 02 minutes 38 seconds East, along said westerly right of way line of County Highway B, a distance of 393.58 feet; thence North 00 degrees 01 minutes 46 seconds West, along said westerly right of way line of County Highway B, a distance 393.70 feet; thence North 02 degrees 10 minutes 37 seconds West, along said westerly right of way line of County Highway B, a distance of 262.65 feet; thence North 00 degrees 01 minute 46 seconds West, along said westerly right of way line of County Highway B, a distance of 206.62 feet; thence North 14 degrees 06 minutes 14 seconds West, along said westerly right of way line of County Highway B, a distance of 244.26 feet; thence North 89 degrees 50 minutes 16 second West, along said westerly right of way line of County Highway B, a distance of 144.12 feet; thence North 00

degree 09 minutes 45 seconds East, along said westerly right of way line of County Highway B, a distance of 66.00 feet; thence South 89 degrees 50 minutes 16 seconds East, along said westerly right of way line of County Highway B, a distance of 144.12 feet; thence North 14 degrees 06 minutes 28 seconds East, along said westerly right of way line of County Highway B, a distance of 242.31 feet; thence North 00 degrees 01 minute 46 seconds West, along said westerly right of way line of County Highway B, a distance of 426.70 feet to the intersection with the westerly extension of the south line of said Certified Survey Map No. 2969; thence South 89 degrees 10 minutes 27 seconds East, along said south line of Certified Survey Map No. 2969, a distance of 355.89 feet to said easterly line of Certified Survey Map No. 2969; thence North 01 degree 06 minutes 05 seconds West, along said easterly line of Certified Survey Map No. 2969, a distance of 625.57 feet to the point of beginning.

ORDINANCE 2025-04 OF THE ORDINANCES FOR THE CITY OF MENOMONIE FOR 2025.

An ordinance annexing territory to the City of Menomonie.

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

- Section 1.** Territory Annexed. In accordance with Section 66.0217(2), Wisconsin Statutes, the petition for direct annexation by unanimous approval filed with the City Clerk on the 18th day of June, 2025, signed by the owners of the land in the described territory on Exhibit A, attached hereto and incorporated herein by this reference, in the Town of Red Cedar, Dunn County, Wisconsin, is annexed to the City of Menomonie, Wisconsin.
- Section 2.** Effect of Annexation. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Menomonie for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules, and regulations governing the City of Menomonie.
- Section 3.** Temporary Zoning Classification. The territory annexed to the City of Menomonie described in Section 1 of this ordinance shall be temporarily designated to be part of the Agricultural District (A) of the City for zoning purposes and subject to all provisions of Title 10, City Code.
- Section 4.** Ward Designation. The territory described in Section 1 of this ordinance is hereby made a part of the Eleventh (11th) Ward of the City of Menomonie, subject to the ordinances, rules, and regulations of the City.
- Section 5.** The population of the territory described in Section 1 of this ordinance is eleven (11).
- Section 6.** Payments to Town. As this territory is located in the Town of Red Cedar, the City shall pay the Town of Red Cedar pursuant to Section 66.0217, Wisconsin Statutes, for 5 years, an amount equal to the amount of property taxes that the Town of Red Cedar levied on the annexed territory, as shown by the tax roll under Section 70.65, Wisconsin Statutes, in the year in which the annexation is final.
- Section 7.** Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or application of this ordinance which can be given effect without the invalid or unconstitutional provisions or applications.
- Section 8.** Codification. This ordinance shall not be codified.

Section 9. This ordinance shall take effect upon the date of publication as provided in Section 62.11(4)(a), Wisconsin Statutes.

INTRODUCED _____

APPROVED THIS _____ DAY

FIRST READING _____

OF _____, 2025

SECOND READING _____

MAYOR, Randy Knaack

PASSED _____

PUBLISHED _____

SUBMITTED BY:

ATTEST _____

CITY CLERK, Catherine Martin

ALDERPERSON

EXHIBIT A

Those parts of the Northwest Quarter and Southwest Quarter of Section 9, and those parts of the Northeast Quarter and Southeast Quarter of Section 8, all in Township 28 North, Range 12 West, Dunn County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence South 89 degrees 38 minutes 35 seconds East, assumed bearing along the north line of said Northwest Quarter, 284.51 feet to the northeast corner of Lot 1, Certified Survey Map No. 2969, recorded June 16, 2004 in Volume 13 of Certified Survey Maps on Page 129 as Document No. 513162, said Dunn County, and the point of beginning; thence continuing South 89 degrees 38 minutes 35 seconds East along said north line of the Northwest Quarter, 2354.66 feet to the northeast corner of said Northwest Quarter; thence South 00 degrees 01 minute 15 seconds West along the east line of said Northwest Quarter and the east line of said Southwest Quarter, 5277.78 feet to southeast corner of said Southwest Quarter; thence North 89 degrees 26 minutes 34 seconds West, along said south line of the Southwest Quarter, 2641.54 feet to the southwest corner of said Southwest Quarter; thence North 89 degrees 40 minutes 56 seconds West along the south line of said Southeast Quarter of Section 8, a distance of 262.44 feet; thence North 00 degrees 18 minutes 40 seconds East, 33.01 feet; thence South 89 degrees 40 minutes 56 seconds East, 143.80 feet to the westerly right of way line of County Highway B; thence North 14 degrees 13 minutes 46 seconds East along said westerly right of way line of County Highway B, a distance of 243.86 feet; thence North 00 degrees 06 minutes 32 seconds East, along said westerly right of way line of County Highway B, a distance of 843.12 feet; thence North 01 degree 32 minutes 23 seconds East, along said westerly right of way line of County Highway B, a distance of 202.04 feet; thence North 89 degree 24 minute 28 seconds West, 284.35 feet; thence North 00 degrees 06 minutes 56 seconds East, 256.10 feet; thence North 89 degrees 36 minutes 38 seconds East, 280.82 feet to said westerly right of way line of County Highway B; thence North 01 degree 19 minutes 25 seconds West, along said westerly right of way line of County Highway B, a distance of 324.57 feet; thence North 00 degrees 06 minutes 32 seconds East, along said westerly right of way line of County Highway B, a distance of 131.23 feet; thence North 03 degrees 41 minutes 07 seconds East, along said westerly right of way line of County Highway B, 262.98 feet; thence North 00 degree 06 minutes 32 seconds East, along said westerly right of way line of County Highway B, a distance of 131.23 feet; thence North 00 degrees 02 minutes 38 seconds East, along said westerly right of way line of County Highway B, a distance of 393.58 feet; thence North 00 degrees 01 minutes 46 seconds West, along said westerly right of way line of County Highway B, a distance 393.70 feet; thence North 02 degrees 10 minutes 37 seconds West, along said westerly right of way line of County Highway B, a distance of 262.65 feet; thence North 00 degrees 01 minute 46 seconds West, along said westerly right of way line of County Highway B, a distance of 206.62 feet; thence North 14 degrees 06 minutes 14 seconds West, along said westerly right of way line of County Highway B, a distance of 244.26 feet; thence North 89 degrees 50 minutes 16 second West, along said westerly right of

way line of County Highway B, a distance of 144.12 feet; thence North 00 degree 09 minutes 45 seconds East, along said westerly right of way line of County Highway B, a distance of 66.00 feet; thence South 89 degrees 50 minutes 16 seconds East, along said westerly right of way line of County Highway B, a distance of 144.12 feet; thence North 14 degrees 06 minutes 28 seconds East, along said westerly right of way line of County Highway B, a distance of 242.31 feet; thence North 00 degrees 01 minute 46 seconds West, along said westerly right of way line of County Highway B, a distance of 426.70 feet to the intersection with the westerly extension of the south line of said Certified Survey Map No. 2969; thence South 89 degrees 10 minutes 27 seconds East, along said south line of Certified Survey Map No. 2969, a distance of 355.89 feet to said easterly line of Certified Survey Map No. 2969; thence North 01 degree 06 minutes 05 seconds West, along said easterly line of Certified Survey Map No. 2969, a distance of 625.57 feet to the point of beginning.



MEMORANDUM

David Schofield, Director of Public Works
dschofield@menomonie-wi.gov
715-232-2221 Ext.1020

TO: Mayor Knaack & City Council

FROM: David Schofield, Director of Public Works

SUBJECT: Proposed Ordinance 2025-05 – Rezoning of Certain Lands Along CTH B

DATE: July 7, 2025 City Council Meeting

Nicholas Rassbach, Ronnie E. Prochnow, Rusk Prairie Farms, LLC, Red Cedar Produce, LLC, Janet L. Koepl, Anthony J. Swanson, Adrie E. Swanson and Balloonist, LLC have submitted the attached Request for Rezoning from Temporary Agriculture (A) to Restricted Industrial (I-1) for lands along the east side of County Highway B between Eagle Point Road (also known as 650th Avenue) and 690th Avenue. Please note that Gregory M. Quilling has not requested rezoning and would remain Agriculture (A).

The intended use is a data center, which is a permitted use in the Restricted Industrial (I-1) District.

Atty. Ludeman has prepared Proposed Ordinance 2025-05 which, if adopted, would complete the proposed rezoning. Because this pertains to land use, Proposed Ordinance 2025-05 must be referred to the Plan Commission prior to adoption by the City Council.

The appropriate motions would be:

- ***Introduce Proposed Ordinance 2025-05*** (no vote).
- ***Refer Proposed Ordinance 2025-05 to the Plan Commission for Review and Recommendation*** (simple majority vote).

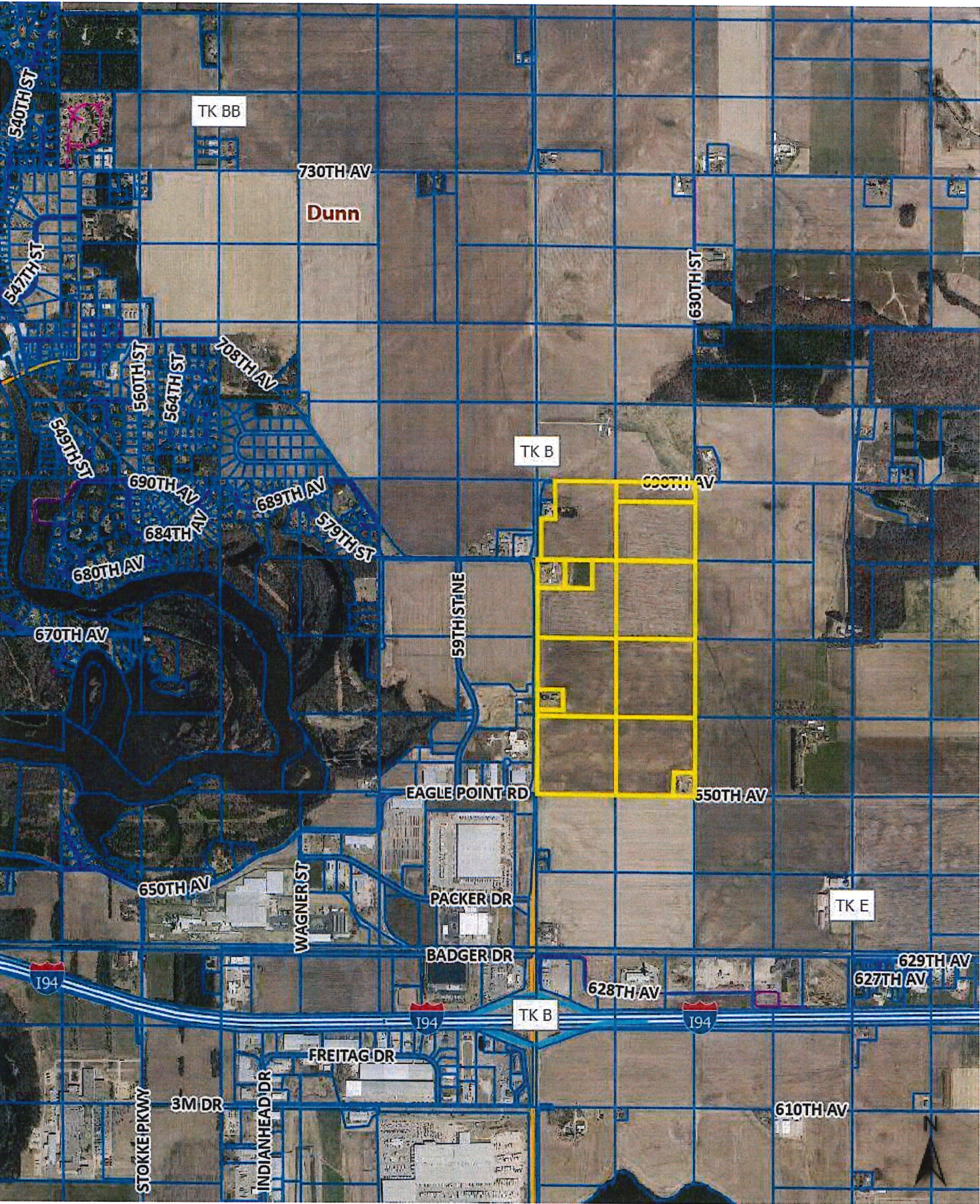
To be clear, approval of these motions does not approve the rezoning. Plan Commission would review and make a recommendation regarding the proposed rezoning at their July 28, 2025 meeting. A public hearing would be held at the August 4, 2025 City Council meeting (which would be publicly noticed including publication of a Class II Public Notice and a mailing to all property owners within 350-feet). After the public hearing, the City Council would consider adoption of Proposed Ordinance 2025-05.

Attachments:

- Location Map
- Request for Rezoning
- Proposed Ordinance 2025-05

Balloonist Rezone

Created by:



DATE: June 18, 2025

REQUEST FOR REZONING



NAME: Balloonist LLC, c/o Douglas Buck, Quarles & Brady LLP

ADDRESS: See attached Exhibit A for Property Address

TELEPHONE NUMBER: 608-263-2466

EMAIL ADDRESS: douglas.buck@quarles.com

PROPERTY OWNER IF DIFFERENT THAN ABOVE: Nichols Rassbach; Red Cedar Produce LLC

Rusk Prairie Farms, LLC; Ronnie E. Prochnow; Janet L. Koepl; and Anthony J. Swanson and Adrie E. Swanson

LOCATION OF PROPERTY YOU ARE REQUESTING TO BE REZONED (ATTACH MAP):

Please see the Map of Survey, attached as Exhibit B

EXACT LEGAL DESCRIPTION OF PROPERTY:

Please see the Legal Description, attached as Exhibit A

Property is currently in the Town of Red Cedar and zoned General Agriculture District (GA) under Dunn County Zoning. Property Owners have requested Annexation to the
CURRENT ZONING: City of Menomonie. Property Owners understand that the Annexation Ordinance, if approved, would give the property a temporary zoning classification of Agriculture District (A) under Title 10, Chapter 6 of the City's Municipal Code.

PROPOSED ZONING: I-1 Restricted Industrial District

PROPOSED USE OF PROPERTY (ATTACH SITE PLAN):

The proposed use of the property is a data center which meets the definition of Warehousing as defined in Title 10, Chapter 1, Section 4 of the City's Municipal Code. The concept site plan is attached as Exhibit C.

BALLOONIST LLC:


By: Douglas S. Buck
Its: Attorney

NON-REFUNDABLE FEE: \$250

Receipt # _____ Account - 01.44733 (02)

To City Council: _____

To Plan Commission: _____

Publication Dates: _____

Cedar Notified (Wendy & Mark) _____



33 East Main Street
Suite 900
Madison, WI 53703
608-251-5000
Fax 608-251-9166
www.quarles.com

Attorneys at Law in
Chicago
Denver
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
San Diego
St. Louis
Tampa
Tucson
Washington, D.C.

Douglas S. Buck
Writer's Direct Dial: 608-283-2466
E-Mail: douglas.buck@quarles.com

June 18, 2025

City of Menomonie
Attention: David Schofield, Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
Email: dschofield@menomonie-wi.gov

Re: Letter In Support of Zoning Application

Dear Mr. Schofield, Plan Commission, and the City Council:

Quarles & Brady LLP, represents Balloonist, LLP (the “**Applicant**”) in its application to rezone certain agricultural farmland to Restricted Industrial District 1 (I-1) (“**Zoning Application**”) in order to develop the property as a data center (“**Project**”). The Applicant believes the City should approve the Applicant’s Zoning Application for the following reasons:

- **Development is Consistent with Surrounding Area**

The property, as described in Exhibit A to the Zoning Application (the “**Property**”), is currently used as agricultural farmland. The Applicant wishes to rezone the Property to Restricted Industrial District 1 (I-1) which allows data centers as a permitted use under the definition of “Warehousing” as defined in Title 10, Chapter 1, Section 4 of the City’s Municipal Code.

The land to the west of the Property is currently zoned Restricted Industrial District 1 (I-1) and General Industrial District (I-3), therefore the Project is consistent with the surrounding area. The proposed industrial Project is also consistent with the comprehensive plan for the area.

- **Consistent with City Growth**

The City’s Comprehensive Plan envisions expanding the industrial park to include the Property. The City and Town of Red Cedar have prepared and planned for this type of growth in this area, therefore the Project is consistent with the City’s future planned growth.

- **Investment in City**

The proposed Project will include significant capital investment by the Applicant, both in the construction of the Project and the going maintenance. Once built, the Project will employ multi-

June 18, 2025
Page 2

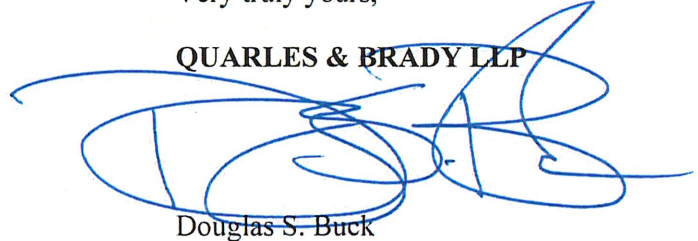
disciplinary teams, adding to the pool of talented and skilled workers to attract additional businesses and growth. Studies demonstrate that similar projects have a strong net benefit to the public, with low public sector costs. Additionally, these types of projects have positive effects on the local economy that generally would not have occurred if not for the investment in the Project.

Quarles and the Applicant requests your support of the Zoning Application and will make themselves available to answer your questions. If you would like to discuss the Project prior to the Public Hearing, please feel free to contact me by telephone at (608) 283-2466 or by email at douglas.buck@quarles.com.

Quarles and the Applicant are looking forward to working with the City, the Plan Commission and City Council on this Project.

Very truly yours,

QUARLES & BRADY LLP

A handwritten signature in blue ink, appearing to read 'Douglas S. Buck', is written over the printed name. The signature is stylized with large loops and a long horizontal stroke extending to the right.

Douglas S. Buck

Exhibit A

Legal Description

Rassbach Parcels:

PARCEL 1:

The North Ten (10) Acres of the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) of Section Nine (9), Township Twenty-eight (28) North, Range Twelve (12) West, in the Town of Red Cedar, Dunn County, Wisconsin.

For Informational Purposes Only:

Tax Parcel No.: 1702422812092100001

PARCEL 2:

The Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section Nine (9), Township Twenty-eight (28) North, Range Twelve (12) West, in the Town of Red Cedar, Dunn County, Wisconsin.

EXCEPTING THEREFROM Certified Survey Map No. 2969, recorded June 16, 2004 in Volume 13 of Certified Survey Maps on Page 129 as Document No. 513162.

FURTHER EXCEPTING THEREFROM that portion conveyed for public road purposes in Instrument recorded September 30, 1999 in Volume 857 of Records, Page 302 as Document No. 454443.

For Informational Purposes Only:

Tax Parcel No. 1702422812092200004

Red Cedar Produce Parcels:

PARCEL 1:

Lot 1 of CERTIFIED SURVEY MAP NO. 1096 recorded in the Office of the register of Deeds for Dunn County, Wisconsin on October 29, 1992, in Volume 4 of Survey Maps, Page 161 as Document No. 399188, said certified survey map being a part of the Southwest 1/4 of the Northwest 1/4, Section 9, Township 28 North, Range 12 West, EXCEPTING THEREFROM that part conveyed in Warranty Deed recorded July 9, 1999, in Volume 841, page 299, as Document No. 452277, FURTHER EXCEPTING THEREFROM that part conveyed in Warranty Deed recorded September 30, 1999, in Volume 857, page 307, Document No. 454445, in the Town of Red Cedar, Dunn County, Wisconsin.

For Informational Purposes Only:

Property Address: N6778 and N6780 County Road B, Menomonie, WI 54751

Tax Parcel No. 1702422812092300002

PARCEL 2:

Lot 2 of CERTIFIED SURVEY MAP NO. 1096 recorded in the Office of the register of Deeds for Dunn County, Wisconsin on October 29, 1992, in Volume 4 of Survey Maps, Page 161 as Document No. 399188, said certified survey map being a part of the Southwest 1/4 of the Northwest 1/4, Section 9, Township 28 North, Range 12 West, in the Town of Red Cedar, Dunn County, Wisconsin.

For Informational Purposes Only:

Property Address: N6776 County Road B, Menomonie, WI 54751

Tax Parcel No. 1702422812092300003

Rusk Prairie Farms Parcels:

PARCEL 1:

The South Thirty (30) Acres of the Northeast Quarter of the Northwest Quarter (NE ¼ of NW ¼) of Section Nine (9), Township Twenty-eight (28) North, Range Twelve (12) West, in the Town of Red Cedar, Dunn County, Wisconsin.

PARCEL 2:

The Southeast Quarter of the Northwest Quarter (SE¼ of NW¼) of Section Nine (9), Township Twentyeight (28) North, Range Twelve (12) West, in the Town of Red Cedar, Dunn County, Wisconsin.

PARCEL 3:

The Southwest Quarter of the Northwest Quarter (SW¼ of NW¼) of Section Nine (9), Township Twentyeight (28) North, Range Twelve (12) West, in the Town of Red Cedar, Dunn County, Wisconsin; EXCEPTING THEREFROM Certified Survey Map No. 1096, recorded in Volume 4 of Certified Survey Maps on Page 161 as Document No. 399188; FURTHER EXCEPTING THEREFROM that portion conveyed for public road purposes in Vol. 808 Records, Page 73 as Document No. 447790.

For Informational Purposes Only:

Tax Parcel No. 1702422812092100002, 1702422812092400001, 1702422912092300001

Prochnow Parcels:

PARCEL 1:

The Northwest Quarter of the Southwest Quarter (NW ¼ of SW ¼) of Section Nine (9), Township Twenty-eight (28) North, Range Twelve (12) West, in the Town of Red Cedar, Dunn County, Wisconsin;

EXCEPTING THEREFROM Certified Survey Map No. 3550, recorded in Volume 16 of Certified Survey Maps on Page 170 as Document No. 544659; FURTHER EXCEPTING THEREFROM that portion conveyed for public road purposes in Vol. 828 Records, Page 69 as Document No. 450481.

PARCEL 2:

The Northeast Quarter of the Southwest Quarter (NE ¼ of SW ¼) of Section Nine (9), Township Twentyeight (28) North, Range Twelve (12) West, in the Town of Red Cedar, Dunn County, Wisconsin.

PARCEL 3:

The Southwest Quarter of the Southwest Quarter (SW ¼ of SW ¼) of Section Nine (9), Township Twenty-eight (28) North, Range Twelve (12) West, in the Town of Red Cedar, Dunn County, Wisconsin; EXCEPTING THEREFROM that portion conveyed for public road purposes in Vol. 811 Records, Page 91 as Document No. 448237.

PARCEL 4:

The Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) of Section Nine (9), Township Twentyeight (28) North, Range Twelve (12) West, in the Town of Red Cedar, Dunn County, Wisconsin; EXCEPTING THEREFROM Certified Survey Map No. 1037, recorded in Volume 4 of Certified Survey Maps on Page 102 as Document No. 395835.

For Informational Purposes Only:

Property Address: 6628 County Road B, Menomonie, WI 54751

Tax Parcel No. 1702422812091100004 and 1702422812093100001 and 1702422812093300001 and 1702422812093400001

Koepl Parcel:

Lot 1 of CERTIFIED SURVEY MAP NO. 3550 recorded in the office of the Register of Deeds for Dunn County, Wisconsin on June 19, 2007, in Volume 16 of Certified Survey Maps, Page 170 as Document No. 544659, Said Certified Survey Map being a part of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 28 North, Range 12 West of the 4th Principal Meridian, in the Town of Red Cedar, Dunn County, Wisconsin.

For Informational Purposes Only:

Property Address: 6628 County Road B, Menomonie, WI 54751

Tax Parcel No. 1702422812093200001

Swanson Parcel:

Lot 1 of CERTIFIED SURVEY MAP NO. 1037 recorded in the office of the register of deeds for Dunn County, Wisconsin on May 11, 1992, in Volume 4 of Certified Survey Maps, Page 102 as Document No.

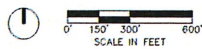
395835, said Certified Survey Map being a part of the Southeast Quarter of the Southwest Quarter (SE¼ of the SW¼) of Section 9, Township 28 North, Range 12 West, Town of Red Cedar, Dunn County, Wisconsin.

For Informational Purposes Only:

Property Address: E6283 650th Avenue, Menomonie, WI 54751

Tax Parcel No. 1702422812093400002

1 OF 3



LEGEND

- PROJECT BOUNDARY
- EXISTING PROPERTY BOUNDARY
- SECTION LINE
- RIGHT OF WAY
- SECURE PERIMETER FENCE
- PROPOSED BUILDING/EQUIPMENT YARD
- PROPOSED PARKING AREA
- PROPOSED STORMWATER MANAGEMENT AREAS, FINAL SIZING TBD
- GREEN SPACE
- PROPOSED CONSTRUCTION LOGISTICS



ORDINANCE 2025-05 OF THE ORDINANCES FOR THE CITY OF MENOMONIE FOR 2025.

An ordinance changing the boundaries of certain districts under the Zoning Ordinance of the City of Menomonie.

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

Section 1. The district boundaries as shown on "District Map, City of Menomonie, Wisconsin," dated April 5, 1971, as amended, are hereby amended and changed as follows:

Parcel 1:

The North Ten (10) Acres of the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) of Section Nine (9), Township Twenty-eight (28) North, Range Twelve (12) West, in the City of Menomonie, Dunn County, Wisconsin.

Parcel 2:

The Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section Nine (9), Township Twenty-eight (28) North, Range Twelve (12) West, in the City of Menomonie, Dunn County, Wisconsin.

EXCEPTING THEREFROM Certified Survey Map No. 2969, recorded June 16, 2004 in Volume 13 of Certified Survey Maps on Page 129 as Document No. 513162.

FURTHER EXCEPTING THEREFROM that portion conveyed for public road purposes in Instrument recorded September 30, 1999 in Volume 857 of Records, Page 302 as Document No. 454443.

Parcel 3:

Lot 1 of CERTIFIED SURVEY MAP NO. 1096 recorded in the Office of the register of Deeds for Dunn County, Wisconsin on October 29, 1992, in Volume 4 of Survey Maps, Page 161 as Document No. 399188, said certified survey map being a part of the Southwest 1/4 of the Northwest 1/4, Section 9, Township 28 North, Range 12 West, in the City of Menomonie.

EXCEPTING THEREFROM that part conveyed in Warranty Deed recorded July 9, 1999, in Volume 841, page 299, as Document No. 452277.

FURTHER EXCEPTING THEREFROM that part conveyed in Warranty Deed recorded September 30, 1999, in Volume 857, page 307, Document No. 454445.

Parcel 4:

Lot 2 of CERTIFIED SURVEY MAP NO. 1096 recorded in the Office of the register of Deeds for Dunn County, Wisconsin on October 29, 1992, in Volume 4 of Survey Maps, Page 161 as Document No. 399188, said certified survey map being a part of the Southwest 1/4 of the Northwest 1/4, Section 9,

Township 28 North, Range 12 West, in the City of Menomonie, Dunn County, Wisconsin.

Parcel 5:

The South Thirty (30) Acres of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Nine (9), Township Twenty-eight (28) North, Range Twelve (12) West, in the City of Menomonie, Dunn County, Wisconsin.

Parcel 6:

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Nine (9), Township Twenty-eight (28) North, Range Twelve (12) West, in the City of Menomonie, Dunn County, Wisconsin.

Parcel 7:

The Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Nine (9), Township Twenty-eight (28) North, Range Twelve (12) West, in the City of Menomonie, Dunn County, Wisconsin;

EXCEPTING THEREFROM Certified Survey Map No. 1096, recorded in Volume 4 of Certified Survey Maps on Page 161 as Document No. 399188;

FURTHER EXCEPTING THEREFROM that portion conveyed for public road purposes in Vol. 808 Records, Page 73 as Document No. 447790.

Parcel 8:

The Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Nine (9), Township Twenty-eight (28) North, Range Twelve (12) West, in the City of Menomonie, Dunn County, Wisconsin;

EXCEPTING THEREFROM Certified Survey Map No. 3550, recorded in Volume 16 of Certified Survey Maps on Page 170 as Document No. 544659;

FURTHER EXCEPTING THEREFROM that portion conveyed for public road purposes in Vol. 828 Records, Page 69 as Document No. 450481.

Parcel 9:

The Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Nine (9), Township Twenty-eight (28) North, Range Twelve (12) West, in the City of Menomonie, Dunn County, Wisconsin.

Parcel 10:

The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Nine (9), Township Twenty-eight (28) North, Range Twelve (12) West, in the City of Menomonie, Dunn County, Wisconsin;

EXCEPTING THEREFROM that portion conveyed for public road purposes in Vol. 811 Records, Page 91 as Document No. 448237.

Parcel 11:

The Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) of Section Nine (9), Township Twenty-eight (28) North, Range Twelve (12) West, in the City of Menomonie, Dunn County, Wisconsin;

EXCEPTING THEREFROM Certified Survey Map No. 1037, recorded in Volume 4 of Certified Survey Maps on Page 102 as Document No. 395835.

Parcel 12:

Lot 1 of CERTIFIED SURVEY MAP NO. 3550 recorded in the office of the Register of Deeds for Dunn County, Wisconsin on June 19, 2007, in Volume 16 of Certified Survey Maps, Page 170 as Document No. 544659, Said Certified Survey Map being a part of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 28 North, Range 12 West of the 4th Principal Meridian, in the City of Menomonie, Dunn County, Wisconsin.

Parcel 13:

Lot 1 of CERTIFIED SURVEY MAP NO. 1037 recorded in the office of the register of deeds for Dunn County, Wisconsin on May 11, 1992, in Volume 4 of Certified Survey Maps, Page 102 as Document No. 395835, said Certified Survey Map being a part of the Southeast Quarter of the Southwest Quarter (SE¼ of the SW¼) of Section 9, Township 28 North, Range 12 West, City of Menomonie, Dunn County, Wisconsin.

Be and hereby are changed from **Agriculture District (A)** to **Restricted Industrial District (I-1)**.

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

INTRODUCED _____

FIRST READING _____

SECOND READING _____

PASSED _____

PUBLISHED _____

ATTEST _____

CITY CLERK, Catherine Martin

APPROVED THIS _____ DAY

OF _____, 2025

MAYOR, Randy Knaack

SUBMITTED BY:

ALDERPERSON



MEMORANDUM

David Schofield, Director of Public Works
dschofield@menomonie-wi.gov
715-232-2221 Ext.1020

TO: Mayor Knaack & City Council

FROM: David Schofield, Director of Public Works

SUBJECT: Proposed Ordinance 2025-06 – Rezoning of Certain Lands Along 21st Street NE and 7th Avenue NE

DATE: July 7, 2025 City Council Meeting

Menomoneie Alliance Church and YMCA have submitted the attached Request for Rezoning from Single Family Residential (R-1) to Local Commercial (B-2) for their property in the southeast quadrant of the intersection of 21st Street NE and 7th Avenue NE.

The intended use is a day care center, which is a permitted use in the Local Commercial (B-2) District.

Atty. Ludeman has prepared Proposed Ordinance 2025-06 which, if adopted, would complete the proposed rezoning. Because this pertains to land use, Proposed Ordinance 2025-06 must be referred to the Plan Commission prior to adoption by the City Council.

The appropriate motions would be:

- ***Introduce Proposed Ordinance 2025-06*** (no vote).
- ***Refer Proposed Ordinance 2025-06 to the Plan Commission for Review and Recommendation*** (simple majority vote).

To be clear, approval of these motions does not approve the rezoning. Plan Commission would review and make a recommendation regarding the proposed rezoning at their July 28, 2025 meeting. A public hearing would be held at the August 4, 2025 City Council meeting (which would be publicly noticed including publication of a Class II Public Notice and a mailing to all property owners within 350-feet). After the public hearing, the City Council would consider adoption of Proposed Ordinance 2025-06.

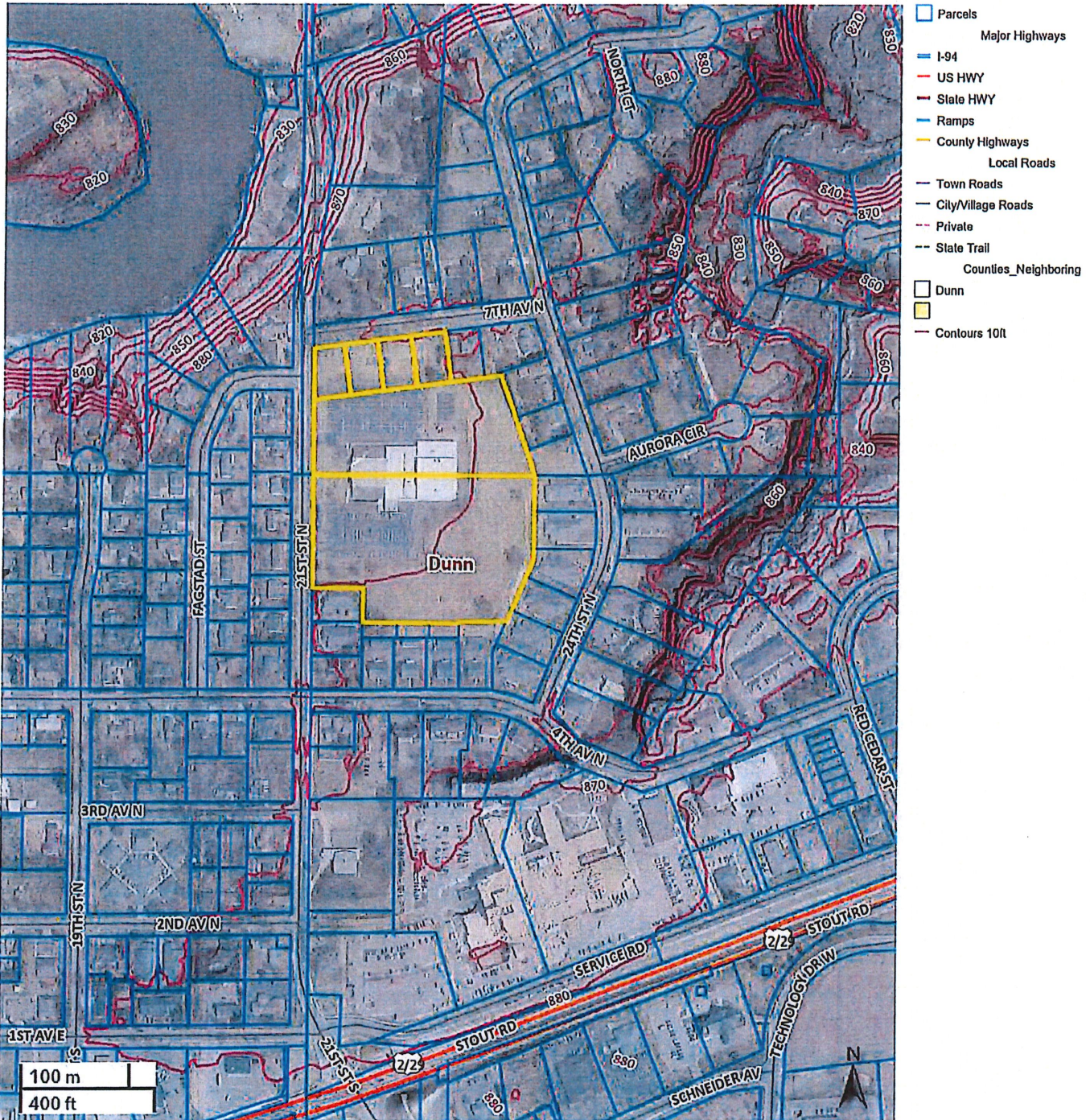
Attachments:

- Location Map
- Request for Rezoning
- Proposed Ordinance 2025-06

Aliance Church of Menomonie

Proposed Rezone to B-2 Local Commercial District

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: 6/20/2025

Last Data Uploaded: 6/19/2025 11:37:04 PM

Developed by



DATE: 6-19-25

REQUEST FOR REZONING



NAME: Alliance Church of Menomonie

ADDRESS: 502 21st St N, Menomonie, WI 54751

TELEPHONE NUMBER: 715-235-4261

EMAIL ADDRESS: machurch@machurch.net

PROPERTY OWNER IF DIFFERENT THAN ABOVE: _____

LOCATION OF PROPERTY YOU ARE REQUESTING TO BE REZONED (ATTACH MAP):

502 21st St N, Menomonie, WI 54751

EXACT LEGAL DESCRIPTION OF PROPERTY:

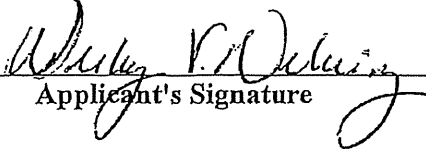
See attached

CURRENT ZONING: R1

PROPOSED ZONING: B2

PROPOSED USE OF PROPERTY (ATTACH SITE PLAN):

See cover letter


Applicant's Signature

NON-REFUNDABLE FEE: \$250

Receipt # _____ Account - 01.44733 (02)

To City Council: _____

To Plan Commission: _____

Publication Dates: _____

6/23/2025

Mayor Randy Knaack and City Council
City of Menomonie
800 Wilson Ave
Menomonie, WI 54751

Dear Mayor Knaack and City Council Members,

I am writing to respectfully request consideration for the rezoning of the Menomonie Alliance Church property located at 502 21st St NE to allow for the operation of a licensed childcare program serving school-age children.

Menomonie Alliance Christian School, a ministry of the Menomonie Alliance Church, existed from 1981 to 2008. It began with kindergarten through 3rd grade and eventually expanded to include 8th grade by 1996. The school ministry ended at the conclusion of the 2007-08 school year. This location previously served the same age group as we are hoping to with the rezoning, for 26 years.

There is a growing need for accessible, high-quality childcare, especially for working families who rely on safe and affordable options before and after school. Licensing the space allows families to receive state assistance and make childcare more affordable. Rezoning this property would enable us to establish a program that directly supports local children, empowers working parents, and contributes to the overall well-being of the community.

The proposed location is ideally suited for this purpose due to its proximity to schools, safe neighborhood, accessibility, size, and existing infrastructure. We are committed to meeting all licensing and safety requirements set by the state and to ensuring the facility meets the highest standards of care.

By allowing this rezoning, the City would be taking a proactive step in addressing a critical shortage in youth services. Childcare is not only an essential service but also a long-term investment in family stability, school success, and economic productivity.

We welcome the opportunity to collaborate with city staff to address any concerns and to demonstrate how this program will positively impact the neighborhood and city.

Thank you for your time and thoughtful consideration. I would be happy to provide any additional information or participate in public hearings to discuss this request further.

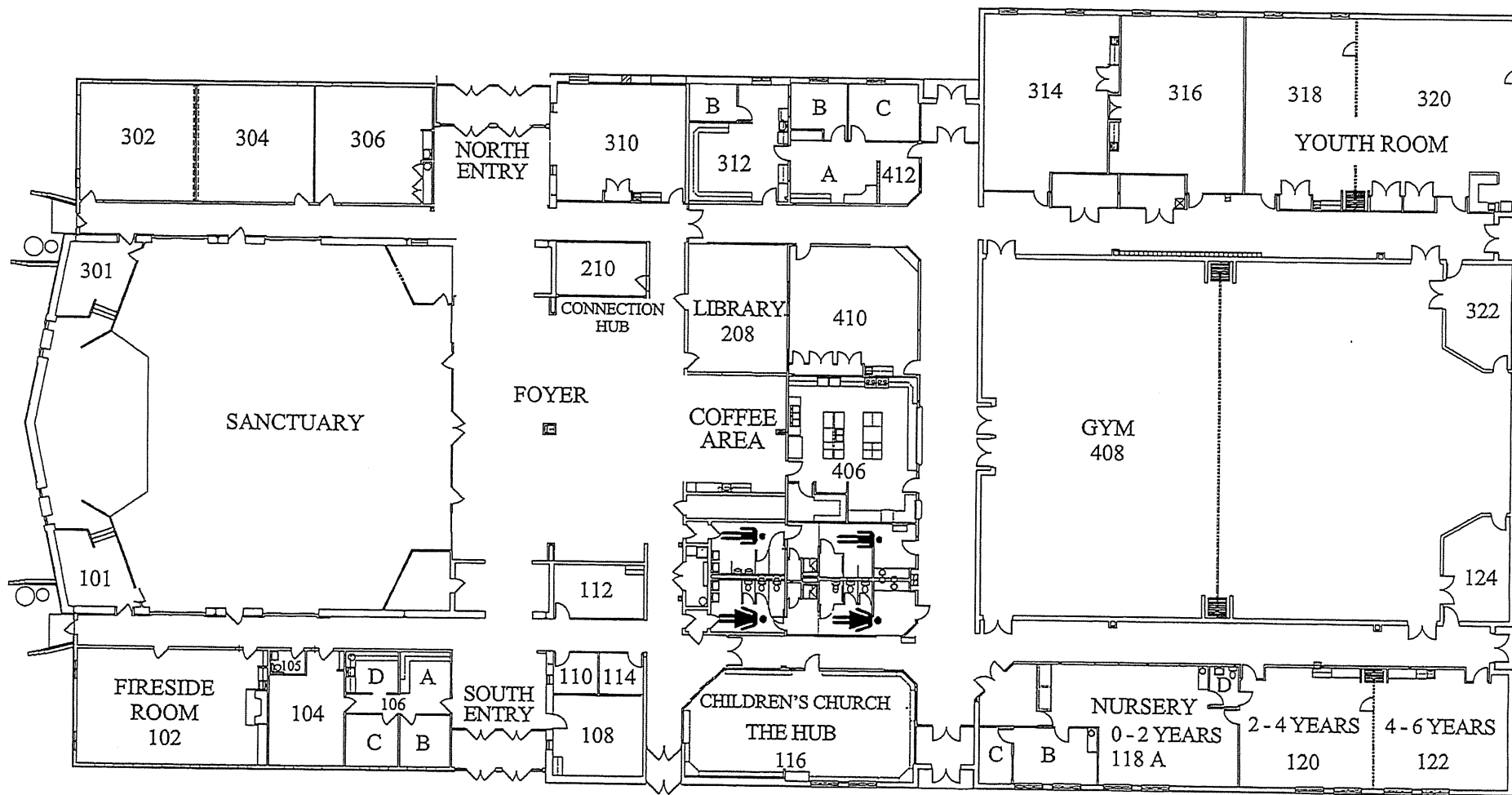
Sincerely,



Amy Peterson-Foss
Director of Program Quality
YMCA of the Chippewa Valley
715-895-8107 / 715-559-7312
afoss@ymca-cv.org



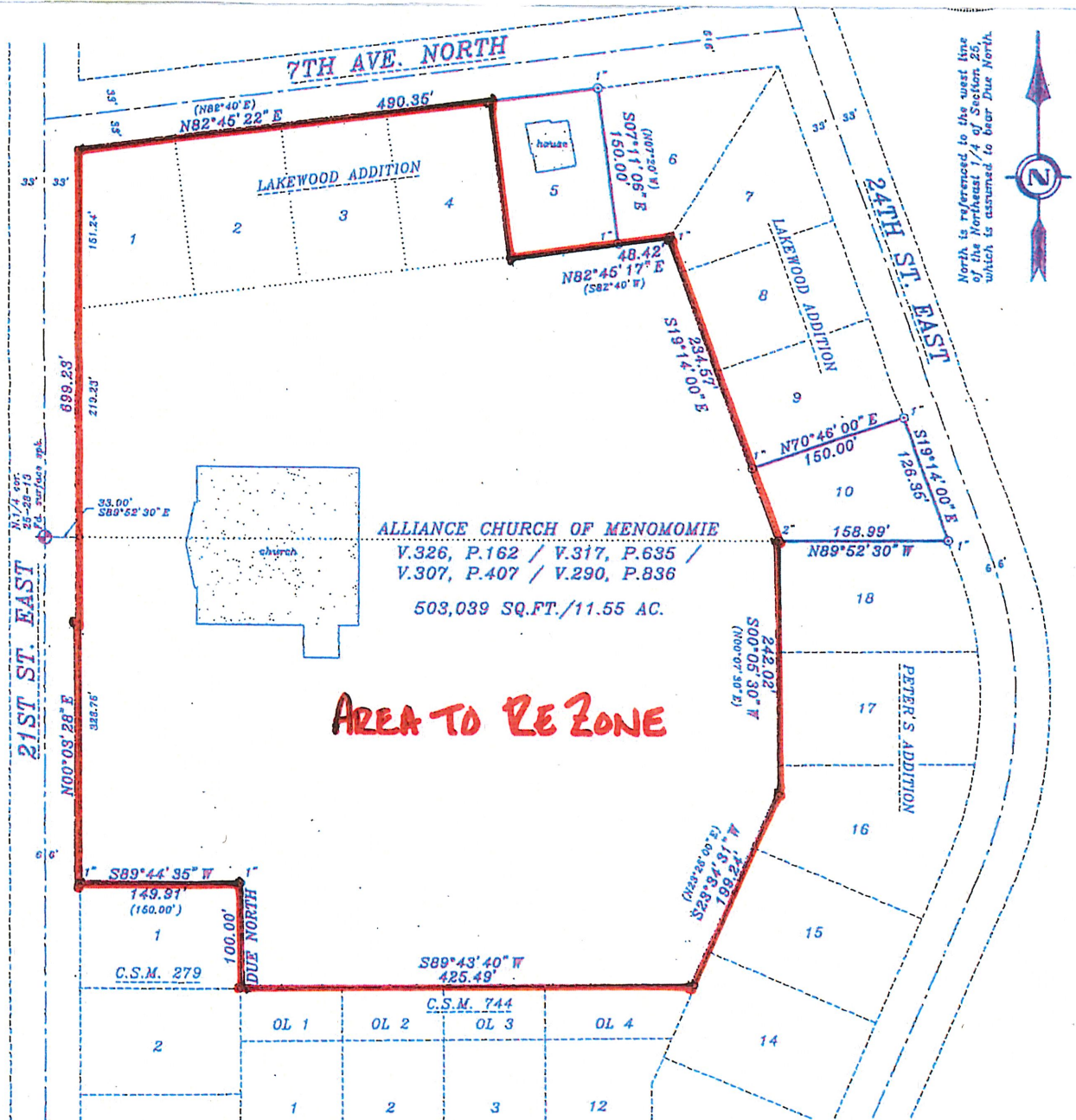
James Cameron
Lead Pastor
Menomonie Alliance Church
715-235-4261
jcameron@machurch.net



REZONE DESCRIPTION

LOTS 1, 2, 3 AND 4, LAKEWOOD ADDITION AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 25, ALL LOCATED IN TOWNSHIP 28 NORTH, RANGE 13 WEST, CITY OF MENOMONIE, DUNN COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER SAID SECTION 25;
THENCE S89°52'30"E 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF 21ST STREET EAST AND THE POINT OF BEGINNING;
THENCE N00°03'28"E 370.47 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOT 1, LAKEWOOD ADDITION;
THENCE N82°45'22"E 390.35 FEET ALONG THE NORTH LINE OF LOTS 1, 2, 3 AND 4 OF LAKEWOOD ADDITION TO THE NORTHEAST CORNER SAID LOT 4;
THENCE S07°11'06"E 150.00 FEET ALONG THE EAST LINE SAID LOT 4 TO THE SOUTHEAST CORNER THEREOF;
THENCE N82°45'22"E 148.42 FEET ALONG THE SOUTH LINES OF LOT 5 AND LOT 6 OF LAKEWOOD ADDITION TO THE SOUTHEAST CORNER OF SAID LOT 6;
THENCE S19°14'00"E 308.22 FEET ALONG THE WEST LINES OF LOTS 7, 8, 9 AND 10 OF LAKEWOOD ADDITION TO THE NORTHWEST CORNER LOT 18 OF PETER'S ADDITION;
THENCE S00°05'30"W 242.02 FEET ALONG THE WEST LINES OF LOTS 18, 17 AND 16 OF PETER'S ADDITION;
THENCE S23°34'31"W 199.24 FEET ALONG THE WEST LINES OF LOTS 16, 15 AND LOT 14 OF PETER'S ADDITION TO THE NORTHEAST CORNER OF OUTLOT 4, CERTIFIED SURVEY MAP NUMBER 744;
THENCE S89°43'40"W 425.49 FEET ALONG THE NORTH LINES OF OUTLOTS 4, 3, 2 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 744 TO THE SOUTHEAST CORNER OF LOT 1, CERTIFIED SURVEY MAP NUMBER 279;
THENCE N00°00'00"E 100.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;
THENCE S89°44'35"W 149.91 FEET ALONG THE NORTH LINE SAID LOT 1 TO THE EAST RIGHT OF WAY LINE OF 21ST STREET EAST;
THENCE N00°03'26"E 328.76 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, AND
 PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, ALL IN T.28 N.,
 R.13 W., CITY OF MENOMONIE, DUNN COUNTY, WISCONSIN.



ORDINANCE 2025-06 OF THE ORDINANCES FOR THE CITY OF MENOMONIE FOR 2025.

An ordinance changing the boundaries of certain districts under the Zoning Ordinance of the City of Menomonie.

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

Section 1. The district boundaries as shown on "District Map, City of Menomonie, Wisconsin," dated April 5, 1971, as amended, are hereby amended and changed as follows:

LOTS 1, 2, 3 AND 4, LAKEWOOD ADDITION AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 25, ALL LOCATED IN TOWNSHIP 28 NORTH, RANGE 13 WEST, CITY OF MENOMONIE, DUNN COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER SAID SECTION 25;
THENCE S89°52'30"E 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF 21ST STREET EAST AND THE POINT OF BEGINNING;
THENCE N00°03'28"E 370.47 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOT 1, LAKEWOOD ADDITION;
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THENCE N82°45'22"E 148.42 FEET ALONG THE SOUTH LINES OF LOT 5 AND LOT 6 OF LAKEWOOD ADDITION TO THE SOUTHEAST CORNER OF SAID LOT 6;
THENCE S19°14'00"E 308.22 FEET ALONG THE WEST LINES OF LOTS 7, 8, 9 AND 10 OF LAKEWOOD ADDITION TO THE NORTHWEST CORNER LOT 18 OF PETER'S ADDITION;
THENCE S00°05'30"W 242.02 FEET ALONG THE WEST LINES OF LOTS 18, 17 AND 16 OF PETER'S ADDITION;
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THENCE S89°44'35"W 149.91 FEET ALONG THE NORTH LINE SAID LOT 1 TO THE EAST RIGHT OF WAY LINE OF 21ST STREET EAST;
THENCE N00°03'26"E 328.76 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

Be and hereby is changed from **Single-Family Residential District (R-1)** to **Local Commercial District (B-2)**.

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

INTRODUCED _____

FIRST READING _____

SECOND READING _____

PASSED _____

PUBLISHED _____

ATTEST _____

CITY CLERK, Catherine Martin

APPROVED THIS _____ DAY
OF _____, 2025

MAYOR, Randy Knaack

SUBMITTED BY:

ALDERPERSON

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:	Menomonie Police Department		
Organization's Address:	615 Stokke Parkway, Suite G200		
Organization's Phone:	(Fax)	(E-mail)	mpdstaff@menomnie-wi.gov
Purpose of Event: Bring the community together		Type of Event: Community	

Event Organizer's Name:	Matt Benrud Zaria Whitacre Jenn Tack		
Event Organizer's Address:	615 Stokke Parkway Suite G200 (MPD)		
Event Organizer's Phone:	(home) 715.308.7480	(work) 715.231.8505	(E-mail) mpdstaff@menomnie-wi.gov

Name of Event: National Night Out		Type of Event: Community	
Location of Event: Wilson Park		Date of Event: August 5, 2025	Rain date: None
Time of Event:	Start: 5:30	Finish: 7:30p	
Time on Site:	Start: 12:30	Finish: 8:30p	(include set-up and clean-up time)
Total Number of Anticipated Attendees: (include event organizers, staff, volunteers and spectators) 1000	City of Menomonie Support Staff Requested? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		
	Police: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:	
	Roads: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number:	
	Other: (Specify) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number:	

Are street(s) to be closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, if so list (If less than entire length, indicate by street number where to begin and end)	Entire length? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Check here if City Road <input checked="" type="checkbox"/> (attach approval from City of Menomonie)	1. 800 block of 8th St E, west half of 800 block, 700 block of Wilson Ave, south half of 700 block of 8th St (see attached map)
	Entire length? <input type="checkbox"/> Yes <input checked="" 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.

Closed streets will be barricaded. Street parking is available adjacent to the event. Traffic largely will not be impacted, as the park is accessible.

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

Event activities will be spaced out and many police officers and first responders will be present. Larger vehicles will be placed next to barricades to prevent vehicles from entering the space.

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

Many first responders (including Police, Fire, and EMS) will be onsite and able to assist with any emergencies.

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.)

Restrooms are available at the band shell.

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.)

Garbage receptacles will be requested from the CoM to collect waste. We will coordinate disposal with the appropriate parties.

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

Approved partner organizations are allowed to set up booths with activities for kids.

Certificate of Insurance or Surety Bond Information ☐ No ☒ Yes, attach a copy **CoM insurance**

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

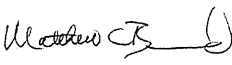
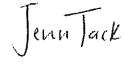
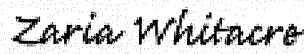
APPROVED PERMITS MUST BE INCLUDED WITH THIS APPLICATION FOR SPECIAL EVENTS, OR THE SPECIAL EVENT APPLICATION WILL BE DENIED.

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 type="checkbox"/> Park Facility Use <input type="checkbox"/> Shelter Reservations <input type="checkbox"/> Beer Keg Permit	<input type="checkbox"/> Fireworks/Pyrotechnics <input type="checkbox"/> Grills/Open Burning <input type="checkbox"/> Tents (900 sq.ft. or greater or anything less with sides requires permit)

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

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

Signature:




Print Name: Matt Benrud | Jenn Tack

Affiliation with Applicant (if applicable): MPD Staff | Event Coordinators

Date: June 23, 2025



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:	Menomonie Alliance Church (Alliance Church of Menomonie)		
Organization's Address:	502 21st St N, Menomonie, WI 54751		
Organization's Phone:	715-235-4261 (Fax)		(E-mail) machurch@machurch.net
Purpose of Event:	Church Fellowship	Type of Event:	Praise & Worship Time

Event Organizer's Name:	Kristi Koepp		
Event Organizer's Address:	2209 4th Ave N #4, Menomonie, WI 54751		
Event Organizer's Phone:	(home) 715-308-0921	(work) 715-235-4261	(E-mail) kkoepp@machurch.net

Name of Event: Praise in the Park		Type of Event: Praise & Worship Time	
Location of Event: Wilson Park Bandshell		Date of Event: 9/20/25	Rain date: NA
Time of Event:	Start: 3:30 pm	Finish: 9 pm (Event ends @ 8 pm)	
Time on Site:	Start: 2 pm	Finish: 9 pm (include set-up and clean-up time)	
Total Number of Anticipated Attendees: (include event organizers, staff, volunteers and spectators) 120	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.

None needed - general parking

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

None needed

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

First Aid volunteers will be on site. There are no Pyrotechnics so fire will not be needed.

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.)

None needed

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.)

Garbage bins will be provided by event organizers.

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

Certificate of Insurance or Surety Bond Information ☐ No ☒ Yes, attach a copy **Will turn in after 9/1/2025**

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 checked="" type="checkbox"/> Amplified Sound Permit <input type="checkbox"/> Mobile Food Truck Establishment <input type="checkbox"/> _____	<input 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: Kristi Koepf

Print Name: Kristi Koepf

Affiliation with Applicant (if applicable): _____

Date: 6/18/25

Rahsaan C Hill

Rahsaan C Hill



City of **MENOMONIE**

treasurer@menomonie-wi.gov
(715) 232-2221
800 Wilson Avenue
Menomonie, WI 54751

Budget Transfer Request Form

Transfer To: Amount \$ 5,600

Account Title & Number: Fire Department 01.52310

Line Item Name & Extension: Contractual Repairs/Services .226

Transfer From:

Account Title & Number: City 01.60000

Line Item Name & Extension: Contingency .699

Reason:

Installation of a mini split unit for the server and radio room in the basement of Fire Station 1.

Dennis M. Klass Digitally signed by Dennis M. Klass
Date: 2025.06.30 15:22:06 -05'00'

Authorized Signature

June 30, 2025

Date

Date of Approval by City Council

JULY 7TH, 2025 COUNCIL CLAIMS

2025 Claims

EO JOHNSON
REALIVING
USPS
WELD RILEY

Description

FIRE: OFFICE EQUIP. MAINT CONTRACT
WELLNESS:CRISIS RESPONSE
TREASURER: POSTAGE
MAYOR: CONSULTING SERVICES

Total Invoice

Amt Overdrawn

\$123.00 \$123.00
\$187.50 \$187.50
106.26 51.12
\$3,524.50 \$428.80

Total

\$3,941.26

\$790.42

Parking Utility Claims 2025

CITY TREASURER

Description

JUN SALES TAX

Total Invoice

\$471.48

Total

\$471.48

**Revised

7/2/25

NEW LICENSES – July 7, 2025

LICENSE YEAR – 2025-2026 (expires June 30, 2026)

MASSAGE THERAPY FACILITY:

Optimum Therapies, LLC – 1309 Stout Road

Jolene Plank, Rising Sun Rock Shop – 436 Main St. E

MOBILE FOOD ESTABLISHMENT:

Grandpa's Ice Cream Truck – N7635 800th St., Colfax, WI 54730

Hers-To-Go – N5425 870th St., Elk Mound, WI 54739

TAXI CAB SERVICE/VEHICLE FOR HIRE:

Travel Visit Trip, LLC – 1091 Sutherland Ave, #M3, River Falls, WI 54022

7/1/25

RENEWAL LICENSES – July 7, 2025

LICENSE YEAR – 2025-2026 (expires June 30, 2026)

“CLASS B” LIQUOR & CLASS “B” BEER:

6th Avenue Cidery, LLC (6th Avenue Cidery – 120 6th Ave. W.);

Cancun Mendez Nuñez, LLC (Los Cabos Mexican Grill – 2401 State Hwy. 25 N., Ste. 2);

B California Nuñez, LLC (B California – 334 Main St. E.)

RAAR, LLC (Menomonie Golf & Country Club – 802 Heller Rd.);

CLASS “B” BEER:

China Buffet Menomonie, Inc. (China Buffet – 2421 Hwy. 25 N, Ste. 4);

MASSAGE THERAPY FACILITY:

Leslie Norris (Grace & Ease – 1414 10th Ave. E);

Kyle Vaughn (Unbroken – 390 Red Cedar St.)

All licenses are subject to review by the City Treasurer, verifying that the listed applicants have no payments due or owing on record under Title 1, Chapter 8, Section 2 (1-8-2).

7/1/25



MEMORANDUM

David Schofield, Director of Public Works
dschofield@menomonie-wi.gov
715-232-2221 Ext.1020

TO: Mayor Knaack & City Council

FROM: David Schofield, Director of Public Works

SUBJECT: Synergy Class "A" Beer and "Class A" Liquor (Cider Only) License Applications

DATE: July 7, 2025 City Council Meeting

Synergy Community Cooperative has applied for a Class "A" Beer and a "Class A" Liquor (Cider Only) License at 2100 County Highway B (Menomonie Exit 45 Cenex).

On a related note Synergy let their previous beer license for the Menomonie Exit 45 restaurant lapse as of June 30, 2025 to avoid conflicts with these proposed new licenses.

If the City Council concurs with the granting of these licenses, the appropriate motions would be:

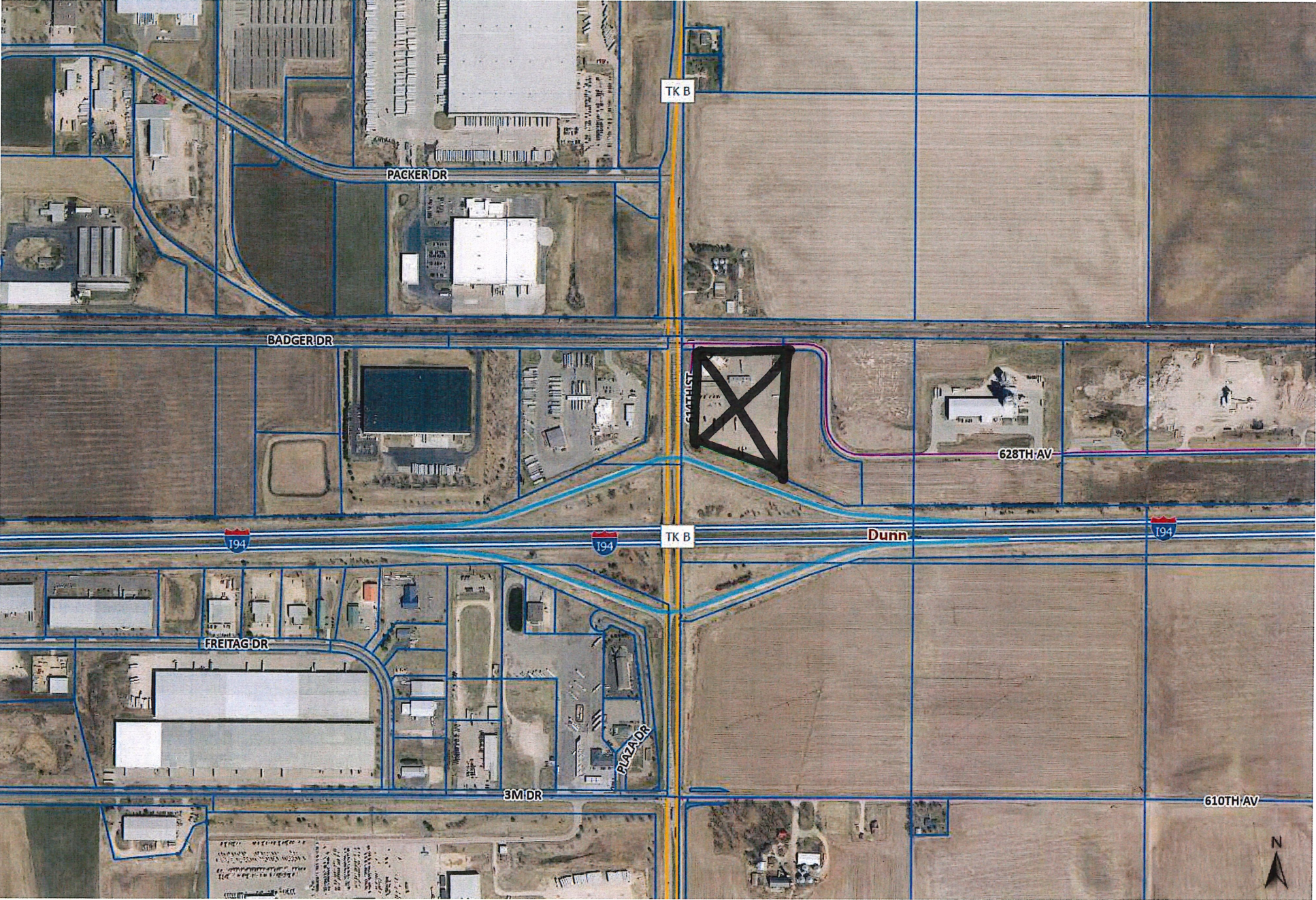
- ***Approve the Class "A" Beer License application for Synergy Community Cooperative located at 2100 County Highway B (Menomonie Cenex Exit 45)*** (simple majority or, if requested, roll call vote).
- ***Approve the "Class A" Liquor (Cider Only) License application for Synergy Community Cooperative located at 2100 County Highway B (Menomonie Cenex Exit 45)*** (simple majority or, if requested, roll call vote).

Attachments:

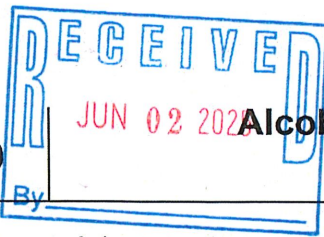
- Location Map
- License Application
- Proposed Floorplan

Synergy
2100 CTH B

Created by:



Form
AB-200



Alcohol Beverage License Application

For Municipal Use Only
Municipality Menomonie
License Period 07/01/2025-06/30/2026

License(s) Requested: (up to two boxes may be checked)

- ☒ Class "A" Beer \$ 200 ☐ Class "B" Beer \$ 100
☐ "Class A" Liquor \$ 500 ☐ "Class B" Liquor \$ 500
☒ "Class A" Liquor (cider only) \$ 0 ☐ Reserve "Class B" Liquor \$ 10,000
☐ "Class C" Liquor (wine only) \$ 100

Fees	
License Fees	\$ <u>200.00</u>
Background Check Fee	\$ <u>10</u>
Publication Fee	\$ <u>8.50</u>
Total Fees	\$ <u>208.50</u>

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) SYNERGY COMMUNITY COOPERATIVE		
2. Business Trade Name or DBA EXIT 45		
3. FEIN 39-1764869	4. Wisconsin Seller's Permit Number 456-1020420796-02	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
6. State of Organization WI	7. Date of Organization 10/01/2017	8. Wisconsin DFI Registration Number R029329
9. Premises Address 2100 COUNTY RD B		
10. City Menomonie	11. State WI	12. Zip Code 54751
13. County Dunn	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>Menomonie</u>	15. Aldermanic District
16. Premises Phone (715) 235-1166	17. Premises Email BRIAND@SYNERGYCOOP.COM	18. Website
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <u>Approx. 600 sq. ft Convenience Store. Beer would be sold out of store's cooler doors</u>		
20. Mailing Address (if different from premises address) <u>2100</u>		
21. City	22. State	23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the details of violation below. Attach additional sheets if necessary.		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . ☐ Yes ☐ No
beverages.
If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . ☐ Yes ☐ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☐ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☐ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☐ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☐ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
SEE ATTACHED LIST			

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Diller		First Name Brian		M.I. P
Title Manager		Email briandiller70@gmail.com		Phone 715-440-4239
Signature 			Date 6/2/25	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk 6/02/25	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

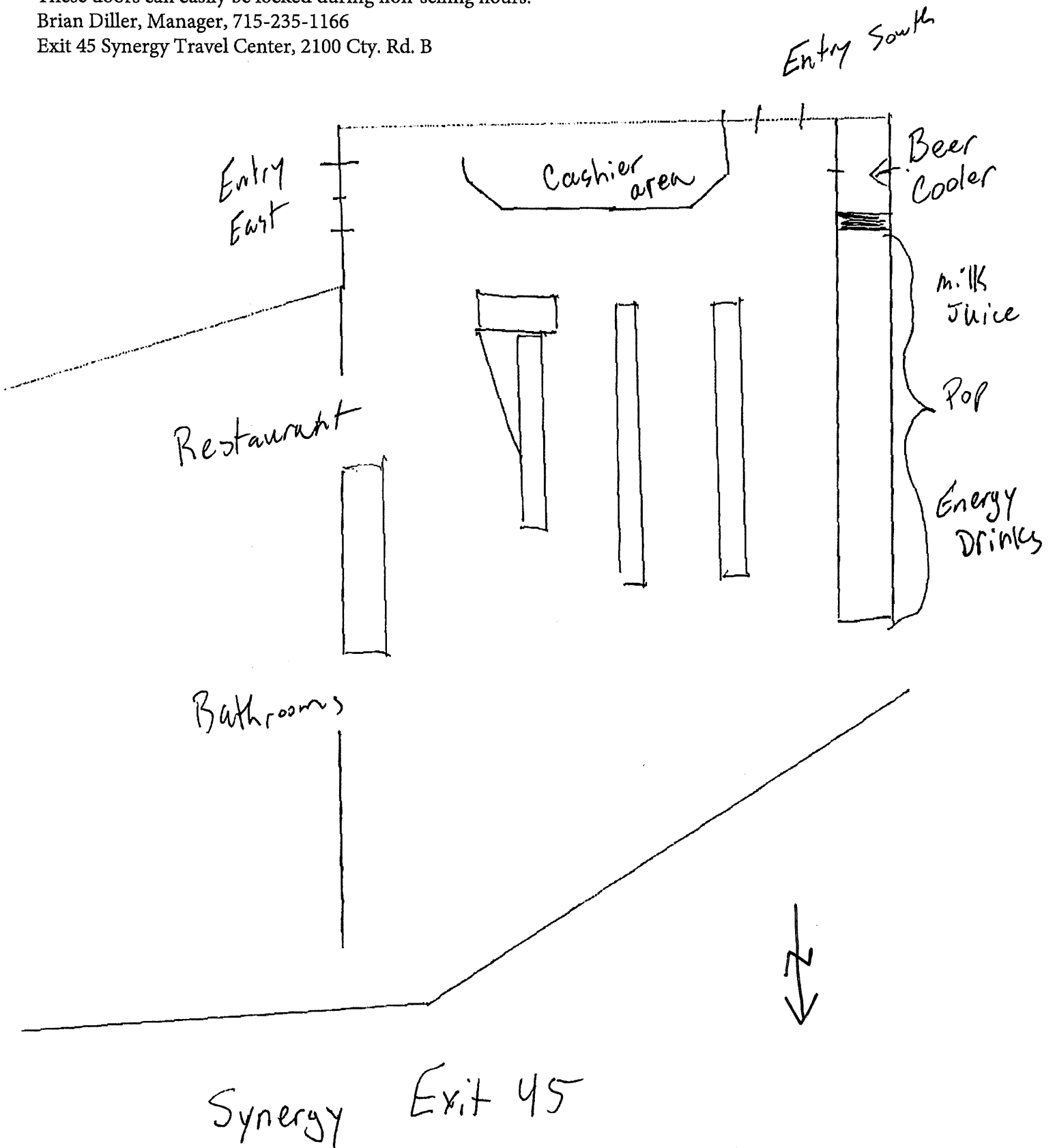
Pump 5

Our plan is to convert the 2 doors highlighted freezer doors into cooler space.

These doors can easily be locked during non-selling hours.

Brian Diller, Manager, 715-235-1166

Exit 45 Synergy Travel Center, 2100 Cty. Rd. B







WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-264-6884
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L1964486624

SYNERGY COMMUNITY COOPERATIVE
PO BOX 155
RIDGELAND WI 54763-0155

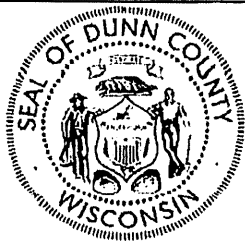
Wisconsin Department of Revenue Seller's Permit

Legal/real name: SYNERGY COMMUNITY COOPERATIVE

Business name:
RAILROAD ST
RIDGELAND WI 54763-0000

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1020420796-02



DUNN COUNTY HEALTH DEPARTMENT

License, Permit or Registration

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Wisconsin statutes and is here by authorized to engage in the activity as indicated below.

ACTIVITY	EXPIRATION DATE	I.D. NUMBER
Retail Food - Not Serving Meals, Simple - Simple TCS > \$25k	30-Jun-2025	NFRY-8RS2G4
LICENSEE MAILING ADDRESS	NOT TRANSFERABLE	BUSINESS / ESTABLISHMENT ADDRESS
SYNERGY COMMUNITY COOPERATIVE PO BOX 70 ELK MOUND WI 54739		CENEX-EXIT 45 2100 CTY RD B MENOMONIE WI 54751

All Permits expire on June 30th; it is the responsibility of the licensee to make sure all applicable fees are received by the department before July 15th or a late payment fee will be assessed.

If you do not receive a renewal form prior to June 30th from your licensing authority, you should send in your payment for renewing your permit to the following address:

DUNN COUNTY HEALTH DEPARTMENT
3001 US HWY12 E SUITE 032
MENOMONIE, WI 54751
(715)231-6456

* Include the name of your facility and the ID number.