



CITY OF MENOMONIE
COUNCIL MEETING
CITY COUNCIL CHAMBERS
7:00 PM
Monday – March 3, 2025



City of Menomonie
800 Wilson Ave
1st Floor

AGENDA

Pledge of Allegiance

- 1. Roll Call**
- 2. Approval of Minutes**
- 3. Public Comments**
- 4. New Business**
 - a. Resolution 2025-02 regarding the ConAgra Water Main Repair Emergency Declaration – discussion and possible action.
 - b. Award Point Comfort Boat Launch and Lift Station Replacement Contract – discussion and possible action.
 - c. Approve 2025-2026 Water Management Assistance Program Contract with Carrico Aquatic Resources, Inc. – discussion and possible action.
 - d. Proposed Lease with ReforMedicine for office space at City Hall – discussion and possible action.
 - e. Proposed Lease with Community Foundation for office space at City Hall – discussion and possible action.
 - f. Proposed Lease with Chippewa Valley Technical College for farm land near Stokke Parkway – discussion and possible action.
 - g. Proposed Investment Fund Policy – discussion and possible action.
 - h. Review of 2025-2029 Capital Improvement Projects – discussion and possible action.
 - i. Mayoral Appointments to Boards and Commissions – discussion and possible action.
 - i. Naomi Cummings, Urban Forestry (new member)
- 5. Budget Transfers**
- 6. Mayor's Report**
- 7. Communications and Miscellaneous Business**
- 8. Claims**
- 9. Licenses**
 - a. Normal license list – discussion and possible action.

10. Closed Session

- a. Motion to convene in closed session under Wisconsin Statutes 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 - i. Discuss/consider a proposed Pre-Development Agreement with Balloonist, LLC for industrial development in TID #18.

11. Return to Open Session

- a. Motion to reconvene in open session under Wisconsin Statutes 19.85(2).
- b. City may take action on items under discussion in closed session and/or report action taken in closed session, if any.
 - i. Discuss/consider a proposed Pre-Development Agreement with Balloonist, LLC for industrial development in TID #18.

12. Adjourn

"PUBLIC ACCESS"

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

1 312 626 6799. The Access Code for the meeting is **843 6817 1008**. Please note: this is for viewing purposes **ONLY**. If you wish to participate, you must appear in person at the meeting.

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

City Council Agenda

Staff Comments

Monday – March 3, 2025



4. New Business

- A. Enclosed is Resolution 2025-02 regarding the ConAgra Water Main Repair Emergency Declaration. The Administration will be available to answer Council questions. If the City Council concurs, the appropriate motion would be **to Approve Resolution 2025-02 regarding the ConAgra Water Main Repair Emergency Declaration** (roll call vote).
- B. Enclosed is a staff recommendation and Cedar Corporation recommendation regarding the Point Comfort Boat Launch & Lift Station Replacement Contract. City Staff will be available to answer Council questions. If City Council concurs, the appropriate motion would be **Award the Point Comfort Boat Launch and Lift Station Replacement Contract to Pember Companies, Inc. at a cost of \$653,419.98, contingent upon receipt of bonding and insurance** (roll call vote).
- C. Enclosed is a staff recommendation regarding the 2025-2026 Water Management Assistance Program Contract. City Staff will be available to answer Council questions. If City Council concurs, the appropriate motion would be **Approve the 2025-2026 Water Management Assistance Program Contract with Carrico Aquatic Resources, Inc. in the amount of \$38,600** (roll call vote).
- D. The administration has enclosed a proposed leasing agreement with the ReforMedicine, S.C. effective April 1, 2025 for City Hall rental space in the garden level. This lease will be a renewal of the current space leased. The rental fees for 2,798 square feet would be \$3,089.46 per month for a period of sixty months. The administration will review the lease and answer Council questions as needed, with a motion of **Authorize the City Administrator to execute the five-year lease with ReforMedicine, S.C., as presented** (simple majority) being the suggested action.

- E. The administration has enclosed a proposed leasing agreement with the Community Foundation of Dunn County, Inc. effective March 1, 2025 for City Hall rental space on the second floor. This lease will be a renewal of the current space they are renting. The rental fees for 1,491 square feet would be \$1,646.31 per month for a period of sixty months. The administration will review the lease and answer Council questions as needed, with a motion of **Authorize the City Administrator to execute the five-year lease with Community Foundation of Dunn County, Inc., as presented** (simple majority) being the suggested action.
- F. The administration has enclosed a proposed leasing agreement with Chippewa Valley Technical College for farm land near Stokke Parkway. CVTC has operated their Red Cedar Demonstration Farm on this property for at least 10 years. The rental fees for 15 acres would be \$55 per acre per year. This figure was selected to match the City's most recent bid for farm land near the airport. The lease is for ten years with an option, on their part, to cancel after five years. The administration will review the lease and answer Council questions as needed, with a motion of **Authorize the City Administrator to execute the ten-year lease with Chippewa Valley Technical College, as presented** (simple majority) being the suggested action.
- G. Enclosed is a staff-recommended Fund Balance Policy. This policy intends to establish a goal of maintaining a general fund balance of at least 15%. Administration will be available to answer Council questions. If City Council concurs, the appropriate motion would be **Approve the Fund Balance Policy, as presented** (simple majority vote).
- H. Enclosed is a staff recommendation regarding the 2025-2029 Capital Improvement Projects. Administration will be available to answer Council questions. If City Council concurs, the appropriate motion would be **Authorize the City Administrator to work with Ehlers to seek funding options for the recommended 2025-2026 Capital Improvements Projects, as presented** (simple majority vote).
- I. Mayor Knaack recommends appointing Naomi Cummings to the Urban Forestry Commission as a new member. Her term would expire in 2025. If the City Council concurs with this appointment, the appropriate motion would be to **Approve the Mayoral Appointment of Naomi Cummings to the Urban Forestry Commission as presented** (simple majority).

5. Budget Transfers

As of this writing, no budget transfer requests have been received.

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

8. Claims

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

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

9. Licenses

As of this writing, no license applications have been received.

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

10. Closed Session

A Closed Session has been placed on the agenda to discuss/consider a proposed Pre-Development Agreement with Balloonist, LLC for industrial development in TID #18.

A copy of the proposed agreement will be handed out at the meeting.

If the City Council concurs with going into closed session, the appropriate motion would be ***Motion to convene in closed session under Wisconsin Statutes 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session to discuss/consider a proposed Pre-Development Agreement with Balloonist, LLC for industrial development in TID #18*** (roll call vote).

11. Open Session

When the City Council concurs with reconvening in open session, the appropriate motion would be ***Motion to reconvene in open session under Wisconsin Statutes 19.85(2)*** (roll call vote).

Any motions relating to the proposed Pre-Development Agreement must be made in open session.

OFFICIAL COUNCIL PROCEEDINGS

A regular meeting of the City Council of the City of Menomonie, Dunn County, Wisconsin, was held in open session on February 17, 2025 and called to order by Council President Solberg at 7:00 p.m. in the City Council Chambers. Council President Solberg announced that she would be retaining her right to vote as the Ward 8 representative. The following members were present: Luther, Crowe, Sutherland, Yonko, McCullough, Schwebs (via Zoom), Gentz, Solberg, Schlough, Erdman, and Sommerfeld. Mayor Knaack was absent.

MOTION made by Luther, seconded by Crowe, and carried to approve the minutes of the February 3, 2025 council meeting. McCullough abstained.

PUBLIC HEARING – None

PUBLIC COMMENTS – Sylvia Gengenbach, representing the Let's Paint the Town committee, was present for any questions related to agenda item 4(b). Katie Baier, representing the Menomonie Farmers Market, Inc., was present for any questions related to agenda item 4(c).

MOTION was made by McCullough, seconded by Schlough, and carried unanimously to approve the Special Event permit for The bEAT Concert as presented, contingent upon receipt of a Certificate of Insurance.

Motion to waive the rules to allow Sylvia Gengenbach to speak to council regarding the Let's Paint the Town special event request, was made by Erdman, seconded by Yonko and carried unanimously. MOTION made by Erdman, seconded by Sommerfeld, and carried unanimously to approve the Special Event permit for Let's Paint the Town, Inc. as presented (with the Menomonie Farmers Market utilizing two shelters until 12pm on the day of the event), contingent up on receipt of a Certificate of Insurance.

MOTION made by Crowe, seconded by Erdman, and carried unanimously to approve Resolution 2025-01, a resolution regarding the 2025 Menomonie Farmers Market, Inc. Special Event permit.

MOTION to approve the Mayoral appointments of Lisa Frank to the Parking Utility Commission, and Dennis Kropp to the Board of Zoning Appeals, was made by McCullough, seconded by Sutherland, and carried unanimously.

BUDGET TRANSFERS – None

MAYOR'S REPORT – None

COMMUNICATIONS AND MISCELLANEOUS BUSINESS – City Administrator, Eric Atkinson shared with council that the Organizational meeting will occur on April 15 at 7pm, with the regular Council meetings for the month on Monday, April 7 and Monday, April 21.

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

FEBRUARY 17, 2025 CLAIMS

BOBCAT PLUS	\$98.12
LEWIS BJORK SEPTIC	\$1,005.00
MELSTROM INSPECTIONS	\$2,220.00
WELD RILEY	\$352.50
JEAN WULF	\$75.00
WILLIAM OLSON	\$40.00
TOTAL	\$3,790.62
2025 PARKING UTILITY CLAIMS	
IPS	\$1,553.02
PARKING TOTAL	\$1,553.02

LICENSES – February 17, 2025

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

TEMPORARY CLASS “B” BEER LICENSE:

Menomonie Sunrise Rotary Club – 620 17th St. SE

- Rotary Fest, 04/12/2025
- Sadsitic Century, 08/09/2025

SECONDHAND ARTICLE:

Game Quest Gaming, Kimberly Lovett, 326 Main St E

Navarre Antiques dba Triangle Arts & Antiques, Joan Navarre, 335 Main St E

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

Kate Martin, City Clerk



City of Menomonie
David Schofield

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

TO: Mayor Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: ConAgra Water Main Repair Emergency Declaration
DATE: March 3, 2025 City Council Meeting

On Monday February 24, a massive water leak occurred on the east side of ConAgra (104 River Road). Within approximately 1.5 hours, the City lost approximately 500,000 gallons of water through this leak.

Mayor Knaack issued a Mayoral Executive Order on the same day that declared the situation to be an emergency and directed City Staff to hire a contractor to repair the water main enough to restore service to ConAgra.

City Staff, with assistance from Cedar Corporation, got Haas Sons, Inc. under contract and they began work on Tuesday February 25. Haas is expected to complete work early during the week of March 3.

Wisconsin Statute requires public bidding for construction contracts over \$25,000. However, Wis. Stats. 62.15(1b) and City Procurement Policy provide an exemption to this in emergency situations as this was.

City Staff have prepared, and recommend approval of, Resolution 2025-02. If City Council concurs, the appropriate motion would be ***Approve Resolution 2025-02, a resolution regarding the ConAgra Water Main Repair Emergency Declaration*** (roll call vote).

Attachments:

- Mayoral Executive Order
- Plan Sheet

MAYORAL EXECUTIVE ORDER

CONAGRA WATER MAIN REPAIR EMERGENCY DECLARATION

WHEREAS, The City of Menomonie ("City") owns and operates water mains throughout the community to distribute drinking water to residents and businesses; and,

WHEREAS, a water main exists in the vacated section of 3rd Avenue West between 4th Street West and River Road which provides service to ConAgra; and,

WHEREAS, a segment of said water main broke at approximately 5:51am on Monday February 24, 2025 and discharged approximately 500,000 gallons of water onto the ConAgra property before it was isolated at approximately 7:17am; and,

WHEREAS, two water services to the ConAgra facility are located within the isolated area which disrupts their operations; and,

WHEREAS, the Director of Public Works, Water Superintendent and City Engineer have proposed a two-part ConAgra Water Main Repair Project. Phase I would install several gate valves to allow isolation of a smaller section of the water main and restore water service to ConAgra. Phase II would replace the broken segment of water main; and,

WHEREAS, Wisconsin Statute 62.15(1b) provides an exception to public bidding law for the "repair and reconstruction of public facilities when damage or threatened damage thereto creates an emergency".

NOW, THEREFORE, BE IT KNOWN, that the I, Mayor Randy Knaack, have determined the following:

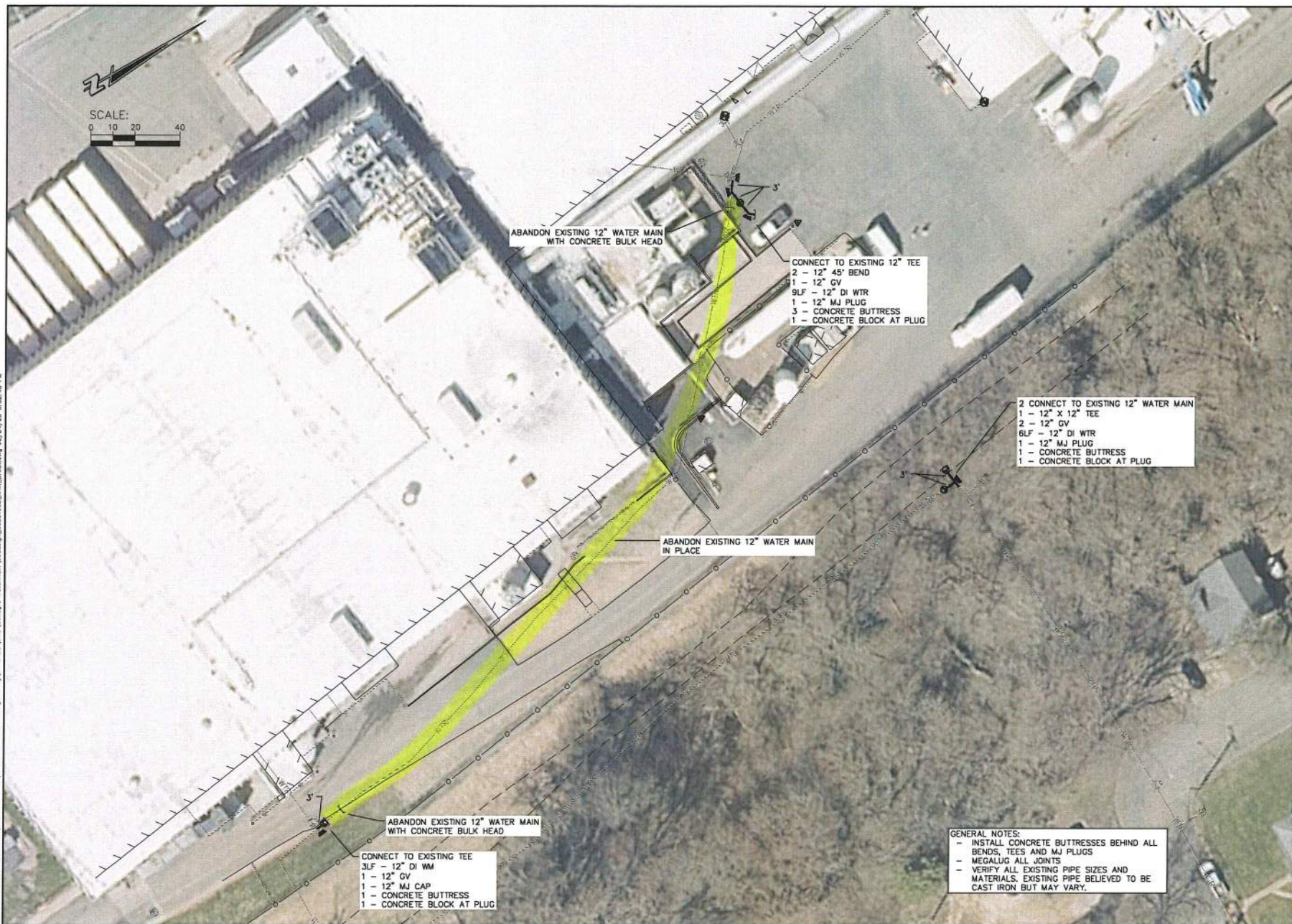
1. I hereby declare that the water main break at ConAgra constitutes an emergency.
2. I hereby authorize the Director of Public Works, Water Superintendent and City Engineer to proceed with Phase I of the ConAgra Water Main Repair Project without public bidding.

Signed this 24th day of February 2025.

By: Randy Knaack
Randy Knaack, Mayor

Attest: Catherine Martin
Catherine Martin, Clerk

I:\Clients\Memo\MA0055-City of Menomonee\1003-2025 General Engineering\04-CA02\DWG\Conagra Watermain\04.dwg 02/24/25 5:32:43 PM



JOB NO.	M0055-1003
DRAWN BY	BJJ
CHECKED BY	KRO
DATE	FEB. 2025
REVISIONS	
REFERENCE FILE	00base_.dwg
DRAWING FILE	_.dwg

www.cedarcorp.com

Cedar
CORPORATION

Community Infrastructure • Agriculture • Environmental Services

1802 Bluff Street
Menomonee, WI 54751
715-235-7400
715-235-7401
715-235-7402
715-235-7403
715-235-7404
715-235-7405
715-235-7406
715-235-7407
715-235-7408
715-235-7409
715-235-7410
715-235-7411
715-235-7412
715-235-7413
715-235-7414
715-235-7415
715-235-7416
715-235-7417
715-235-7418
715-235-7419
715-235-7420
715-235-7421
715-235-7422
715-235-7423
715-235-7424
715-235-7425
715-235-7426
715-235-7427
715-235-7428
715-235-7429
715-235-7430
715-235-7431
715-235-7432
715-235-7433
715-235-7434
715-235-7435
715-235-7436
715-235-7437
715-235-7438
715-235-7439
715-235-7440
715-235-7441
715-235-7442
715-235-7443
715-235-7444
715-235-7445
715-235-7446
715-235-7447
715-235-7448
715-235-7449
715-235-7450
715-235-7451
715-235-7452
715-235-7453
715-235-7454
715-235-7455
715-235-7456
715-235-7457
715-235-7458
715-235-7459
715-235-7460
715-235-7461
715-235-7462
715-235-7463
715-235-7464
715-235-7465
715-235-7466
715-235-7467
715-235-7468
715-235-7469
715-235-7470
715-235-7471
715-235-7472
715-235-7473
715-235-7474
715-235-7475
715-235-7476
715-235-7477
715-235-7478
715-235-7479
715-235-7480
715-235-7481
715-235-7482
715-235-7483
715-235-7484
715-235-7485
715-235-7486
715-235-7487
715-235-7488
715-235-7489
715-235-7490
715-235-7491
715-235-7492
715-235-7493
715-235-7494
715-235-7495
715-235-7496
715-235-7497
715-235-7498
715-235-7499
715-235-7500

CITY OF MENOMONEE
CONAGRA WATERMAIN
DUNN COUNTY, WISCONSIN
UTILITY PLAN

O: 715-669-5469
F: 715-669-7489
203 E. Birch St.
Thorp, WI 54771



Thorp - Eau Claire
www.haas4.com
Bidding@haas4.com
E.E.O Employer

Proposal Conagra

Haas Sons Inc.
203 East Birch St.
Thorp, WI. 54771

Date: 2/25/2025

TO: Menomonie

ATTN: Kevin Oium

JOB: Conagra watermain

PH:

ITEM NO.	DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL
	Unit Prices				
1	Connect to Existing	EA	2.00	\$ 1,050.00	\$ 2,100.00
2	Removal/ Abandonment of Main	LS	1.00	\$ 7,500.00	\$ 7,500.00
3	Install 12" Plug with ACC	EA	3.00	\$ 800.00	\$ 2,400.00
4	12" 45 Degree Bend w ACC	EA	2.00	\$ 800.00	\$ 1,600.00
5	12x12 Tee With ACC	EA	1.00	\$ 800.00	\$ 800.00
6	12" Valve and Box	EA	4.00	\$ 5,800.00	\$ 23,200.00
7	12" DIP Watermain	LF	20.00	\$ 101.50	\$ 2,030.00
8	Remove Asphalt	SY	150.00	5.00	\$ 750.00
9	Saw Cut	LF	200.00	2.50	\$ 500.00
10	Gravel Patches	CY	60.00	32.32	\$ 1,939.20
11	Common Excavation	CY	150.00	10.00	\$ 1,500.00
	Proposal Total				\$ 44,319.20
	Notes:				
	no fine cleaning of silt around structures				
	no vac trucking				
	no asphalt, concrete, restoration				
	no compaction/ silt replacement				
	@washout (meaning not sure what the washout done for damage to existing				
	no erosion control (unless needed)				
	will still be tracking it Time and Material and subject to an additional mob if needed to cover costs				
	Construction of watermain repair shall be in accordance specifications of the Pine Ave Reconstruction project				

Authorized

Signature

Contractor

Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

Balance due 30 days from receipt of invoice. Any amount not paid within 30 days will be assessed at the periodic rate of 1.5% per month, which is an annual rate of 18%. If legal action is necessary, I hereby agree to pay all legal fees incurred

Authorized

Signature

Owner

Date



HAASSON-01

ASKALA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hausmann Group, Inc. 740 Regent Street 4th Floor PO Box 259408 Madison, WI 53725-9408	CONTACT NAME:	
	PHONE (A/C, No, Ext): (608) 257-3795	FAX (A/C, No): (608) 257-4324
	E-MAIL ADDRESS: commercial@myhaus.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SECURA INSURANCE, A Mutual Company	22543
INSURED Haas Sons, Inc. 203 E. Birch Street Thorp, WI 54771	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 2025

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			3430656	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			3430657	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			3430659	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	3430658	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Conagra Watermain

CERTIFICATE HOLDER

CANCELLATION

City of Menomonie
Attn: Kevin Oium
800 Wilson Avenue
Menomonie, WI 54751

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RESOLUTION NO. 2025-02

CONAGRA WATER MAIN REPAIR EMERGENCY DECLARATION

WHEREAS, Mayor Knaack issued a Mayoral Executive Order on Monday February 24, 2025, which declared the ConAgra water main break, as described therein, an emergency and authorized the Director of Public Works and Water Superintendent to proceed with Phase I of the ConAgra Water Main Repair Project as quickly as possible; and,

WHEREAS, The City retained Cedar Corporation to prepare plans for Phase I of the ConAgra Water Main Repair Project since they were already under contract for other work in the City and had the equipment and labor available to complete the work in a timely manner; and,

WHEREAS, The City retained Haas Sons, Inc. to construct Phase I of the ConAgra Water Main Repair Project since they were already under contract for other work in the City and had the equipment, materials and labor available to complete the work in a timely manner; and,

WHEREAS, Haas Sons, Inc. called in emergency locates on Monday, February 24, 2025, and started work on Tuesday, February 25, 2025; and,

WHEREAS, Haas Sons, Inc. is expected to complete Phase I during the week of March 3, 2025, which will restore water service to ConAgra; and,

WHEREAS, Phase II will be designed, publicly bid, and constructed at a later date.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby affirm the emergency declaration issued by Mayor Knaack on February 24, 2025.

Signed this _____ day of _____ 2025.

By: _____
Randy Knaack, Mayor

Attest: _____
Catherine Martin, Clerk



City of Menomonie
David Schofield

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

TO: Mayor Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Point Comfort Boat Launch and Lift Station Replacement
DATE: March 3, 2025 City Council Meeting

In 2024, the City received a WisDNR Recreational Boating Grant to assist with improvements to the Point Comfort (a/k/a Butch's Bay) boat launch which includes resurfacing the adjacent parking lot. The grant will reimburse the City for 45% of the boat launch cost.

A sanitary sewer lift station, which serves the homes along 21st Street east north of 7th Avenue East, exists within the parking lot. The lift station is a pneumatic ejector that is reaching the end of its useful life and many parts are no longer easily available. City Staff recommend replacement of the lift station at the same time as the boat launch improvements.

Cedar Corporation has prepared plans and solicited public bids on the City's behalf. Their recommendation, including a copy of the bid tabulation, is attached hereto.

City Staff recommend proceeding with the Point Comfort Boat Launch and Lift Station Project and accepting the low bid from Pember Companies, Inc. If City Council concurs, the appropriate motion would be ***Award the Point Comfort Boat Launch and Lift Station Replacement Contract to Pember Companies, Inc. at a cost of \$653,419.98, contingent upon receipt of bonding and insurance*** (roll call vote).

Attachments:

- Plan Excerpt
- Cedar Bid Recommendation

Client	City of Menomonie
Project	Point Comfort Boat Launch and Lift Station Replacement
Prepared By	Kevin R. Oium, P.E.

Project No.	M0055-998
Date	2/26/25

The City of Menomonie (hereinafter referred to as the OWNER) has received bids on the 26th day of February, 2025 for the Point Comfort Boat Launch and Lift Station Replacement, (hereinafter referred to as the Project); and

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

The ENGINEER hereby consults as follows:

1. Bids were received from (3) three bidders. Bids ranged from a low of \$653,419.98 to a high of \$1,083,934.50. A summary of the bid tabulation is attached.
2. Based upon ENGINEER's analysis of the bids received on the above PROJECT, the responsive low bidder is:

Pember Companies
N4449 469th Street
Menomonie, WI 54751

Bid Amount: \$653,419.98

3. Our ENGINEER'S estimate prior to bidding was \$736,940.
4. The City was awarded an Outdoor Recreation Aids Grant from WisDNR for the Point Comfort Boat Launch project. This grant pays for up to 45% of the total project cost including construction and engineering. This amounts to \$164,800 in state aid to the City.
5. It is our opinion that the City has received competitive bids for this project.
6. We recommend the City of Menomonie award the project in the amount of \$653,419.98 to Pember Companies, contingent upon receipt of proof of bonding and insurance from the contractor.



Bid Tabulation

Point Comfort Boat Launch and Lift Station Replacement
City of Menomonie, Dunn County, WI

February 26, 2025

Line				Pember Companies, Inc.		Haas Sons, Inc.		Michels Construction, Inc.	
				Menomonie, WI		Thorp, WI		Green Bay, WI	
Item	Item Description	Unit	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Schedule A - Point Comfort Boat Launch									
1	Clearing & Grubbing	L.S.	1	\$750.00	\$750.00	\$5,000.00	\$5,000.00	\$3,875.00	\$3,875.00
2	Strip Topsoil	S.Y.	450	\$1.00	\$450.00	\$5.00	\$2,250.00	\$6.50	\$2,925.00
3	Saw Cutting	L.F.	60	\$3.40	\$204.00	\$5.00	\$300.00	\$5.00	\$300.00
4	Asphalt Pavement Removal	S.Y.	3300	\$2.15	\$7,095.00	\$2.50	\$8,250.00	\$2.50	\$8,250.00
5	Remove Concrete Boat Ramp	L.S.	1	\$4,000.00	\$4,000.00	\$10,965.00	\$10,965.00	\$4,000.00	\$4,000.00
6	Remove Pipe	L.F.	205	\$12.00	\$2,460.00	\$15.00	\$3,075.00	\$12.50	\$2,562.50
7	Remove Curb & Gutter	L.F.	20	\$9.00	\$180.00	\$30.00	\$600.00	\$12.50	\$250.00
8	Salvage, Reinstall Dock	L.S.	1	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$7,805.00	\$7,805.00
9	Salvage, Reinstall Accessible Signs and Posts	EA.	4	\$215.00	\$860.00	\$600.00	\$2,400.00	\$110.00	\$440.00
10	Salvage, Reinstall Lift Jacket Kiosk	L.S.	1	\$800.00	\$800.00	\$750.00	\$750.00	\$440.00	\$440.00
11	Excavation	C.Y.	750	\$18.00	\$13,500.00	\$20.00	\$15,000.00	\$22.00	\$16,500.00
12	Storm Sewer, RCP, 12"	L.F.	10	\$76.00	\$760.00	\$56.25	\$562.50	\$110.00	\$1,100.00
13	Storm Sewer, RCP, 15"	L.F.	145	\$66.00	\$9,570.00	\$88.00	\$12,760.00	\$110.00	\$15,950.00
14	Storm Sewer Apron, RCP, 15"	EA.	1	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$545.00	\$545.00
15	Storm Manhole, Type IV	V.F.	4.9	\$485.00	\$2,376.50	\$1,100.00	\$5,390.00	\$1,455.00	\$7,129.50
16	Storm Inlet, Type III	V.F.	3.5	\$740.00	\$2,590.00	\$1,200.00	\$4,200.00	\$1,211.00	\$4,238.50
17	Storm Casting, R-1726-A	EA.	1	\$890.00	\$890.00	\$1,150.00	\$1,150.00	\$970.00	\$970.00
18	Storm Casting, R-3067-L	EA.	1	\$930.00	\$930.00	\$1,150.00	\$1,150.00	\$970.00	\$970.00
19	Connect to Existing	EA.	2	\$1,180.00	\$2,360.00	\$1,400.00	\$2,800.00	\$970.00	\$1,940.00
20	Crushed Aggregate Base Course, Parking Lot	C.Y.	750	\$40.00	\$30,000.00	\$34.00	\$25,500.00	\$41.50	\$31,125.00
21	Crushed Aggregate Base Course, Boat Ramp	C.Y.	40	\$52.30	\$2,092.00	\$150.00	\$6,000.00	\$48.50	\$1,940.00
22	Concrete Curb & Gutter, Valley, 36"	L.F.	60	\$35.60	\$2,136.00	\$35.60	\$2,136.00	\$61.00	\$3,660.00
23	Concrete Curb & Gutter, Barrier, 24"	L.F.	20	\$27.60	\$552.00	\$27.60	\$552.00	\$55.00	\$1,100.00
24	HMA Pavement, 4LT58-285, Lower Layer, 1.75"	S.Y.	3330	\$12.75	\$42,457.50	\$13.00	\$43,290.00	\$14.75	\$49,117.50
25	HMA Pavement, 5LT58-345, Upper Layer, 1.25"	S.Y.	3330	\$7.80	\$25,974.00	\$8.32	\$27,705.60	\$9.00	\$29,970.00
26	Parking Lot Striping, Paint	L.S.	1	\$860.00	\$860.00	\$810.00	\$810.00	\$1,000.00	\$1,000.00
27	Steel Sheet Pile and Dewatering	L.S.	1	\$75,000.00	\$75,000.00	\$80,000.00	\$80,000.00	\$128,200.00	\$128,200.00
28	Steel Sheet Pile, End of Concrete Ramp	L.S.	1	\$15,000.00	\$15,000.00	\$13,100.00	\$13,100.00	\$28,000.00	\$28,000.00

Line				Pember Companies, Inc.		Haas Sons, Inc.		Michels Construction, Inc.	
				Menomonie, WI		Thorp, WI		Green Bay, WI	
Item	Item Description	Unit	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Schedule A - Point Comfort Boat Launch (continued)									
29	Geotextile Fabric, Boat Ramp	5.Y.	150	\$2.85	\$427.50	\$6.45	\$967.50	\$5.00	\$750.00
30	Concrete, 12", Boat Ramp	5.F.	1360	\$19.45	\$26,452.00	\$32.25	\$43,860.00	\$35.25	\$47,940.00
31	Riprap, Medium	C.Y.	65	\$132.50	\$8,612.50	\$165.00	\$10,725.00	\$85.00	\$5,525.00
32	Riprap, HR Fabric	5.Y.	110	\$6.00	\$660.00	\$30.00	\$3,300.00	\$6.50	\$715.00
33	Concrete Dock Landing for Salvaged Dock	L.5.	1	\$5,200.00	\$5,200.00	\$7,700.00	\$7,700.00	\$4,200.00	\$4,200.00
34	New Accessible Dock	L.5.	1	\$15,000.00	\$15,000.00	\$17,500.00	\$17,500.00	\$22,000.00	\$22,000.00
35	Bollards	EA.	2	\$700.00	\$1,400.00	\$700.17	\$1,400.34	\$1,920.00	\$3,840.00
36	Turbidity Barriers w/ Buoys	L.F.	200	\$26.00	\$5,200.00	\$25.85	\$5,170.00	\$37.50	\$7,500.00
37	Temporary Silt Fence	L.F.	350	\$3.00	\$1,050.00	\$3.00	\$1,050.00	\$5.00	\$1,750.00
38	Temporary Stone Tracking Pad	C.Y.	25	\$45.00	\$1,125.00	\$50.00	\$1,250.00	\$36.50	\$912.50
39	Temporary Erosion Mat	5.Y.	225	\$2.90	\$652.50	\$3.00	\$675.00	\$4.00	\$900.00
40	Traffic Control	L.5.	1	\$1,500.00	\$1,500.00	\$24,250.00	\$24,250.00	\$1,210.50	\$1,210.50
41	Restoration, Seed	5.Y.	500	\$10.00	\$5,000.00	\$12.00	\$6,000.00	\$1.50	\$750.00
Subtotal Schedule A					\$318,926.50		\$404,343.94		\$452,296.00
Schedule B - Point Comfort Lift Station Replacement									
42	Demolition of Existing Lift Station	L.5.	1	\$6,500.00	\$6,500.00	\$18,300.00	\$18,300.00	\$16,350.00	\$16,350.00
43	Dewatering	L.5.	1	\$15,000.00	\$15,000.00	\$58,000.00	\$58,000.00	\$32,100.00	\$32,100.00
44	Temporary Bypass Pumping (Install and Maintain)	L.5.	1	\$7,000.00	\$7,000.00	\$25,000.00	\$25,000.00	\$18,200.00	\$18,200.00
45	Sanitary Sewer Main, PVC, 5DR 35, 8"	L.F.	65	\$100.00	\$6,500.00	\$121.25	\$7,881.25	\$161.00	\$10,465.00
46	Forcemain, PVC, C900, 4"	L.F.	70	\$100.00	\$7,000.00	\$124.50	\$8,715.00	\$155.00	\$10,850.00
47	Concrete, 4"	5.F.	25	\$7.92	\$198.00	\$12.92	\$323.00	\$101.00	\$2,525.00
48	Bollard	EA.	3	\$716.16	\$2,148.48	\$875.00	\$2,625.00	\$2,500.00	\$7,500.00
49	Standard Sanitary Manhole	V.F.	6.6	\$545.00	\$3,597.00	\$1,200.00	\$7,920.00	\$1,010.00	\$6,666.00
50	Sanitary Casting, R-1726-A	EA.	1	\$890.00	\$890.00	\$1,100.00	\$1,100.00	\$1,820.00	\$1,820.00
51	Connect to Existing	EA.	2	\$2,050.00	\$4,100.00	\$2,750.00	\$5,500.00	\$1,250.00	\$2,500.00
52	Duplex Lift Station (Includes structure, pumps, controls, electrical, 5CADA integration, coatings and all appurtenances)	L.5.	1	\$278,360.00	\$278,360.00	\$427,510.00	\$427,510.00	\$520,500.00	\$520,500.00
53	Temporary Silt Fence	L.F.	150	\$3.00	\$450.00	\$3.00	\$450.00	\$2.50	\$375.00
54	Restoration, Seed	5.Y.	275	\$10.00	\$2,750.00	\$25.00	\$6,875.00	\$6.50	\$1,787.50
Subtotal Schedule B					\$334,493.48		\$570,199.25		\$631,638.50
PROJECT TOTAL					\$653,419.98		\$974,543.19		\$1,083,934.50



City of Menomonie
David Schofield

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

TO: Mayor Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: 2025-2026 Water Management Assistance Program Contract with Carrico Aquatic Resources, Inc.
DATE: March 3, 2025 City Council Meeting

The City has contracted with Carrico Aquatic Resources, Inc. for several years for water treatment chemicals for Wakanda Waterpark. Carrico has also provided these services to many other large pools including City of Eau Claire, Chaos Water Park, City of Chippewa Falls and the City of Black River Falls.

City Staff have negotiated the attached contract for 2025 2026. The cost is \$19,300 per year which is within the approved 2025 pool chemical budget and will serve as the basis for the 2026 pool chemical budget.

City Staff recommend approval of the 2025-2026 Water Management Assistance Program Contract with Carrico Aquatic Resources, Inc. If City Council concurs, the appropriate motion would be ***Approve the 2025-2026 Water Management Assistance Program Contract with Carrico Aquatic Resources, Inc. in the amount of \$38,600*** (roll call vote).

Attachments:

- Carrico Contract



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600

Fax: 920-541-3602

www.carricoaquatics.com

February 13, 2025

Mitch Stai
City of Menomonie
800 Wilson Avenue
Menomonie, Wisconsin 54751

RE: Water Management Assistance Program Renewal

Dear Mitch,

Thank you for giving Carrico Aquatic Resources, Inc. the opportunity to provide you with water management services and we look forward to doing so again.

As always, Carrico Aquatic Resources, Inc. utilizes expert knowledge from professional engineers, certified aquatic operator instructors, chemical engineers, microbiologists and seasoned pool operators to solve pool and spa challenges and to ensure efficient operation in compliance with federal and state regulations.

Please review the enclosed information that outlines the terms of the water management program for your aquatic facility. To move forward, we will need the enclosed documents filled out and a purchase order number provided, if applicable.

If you have any questions, please contact me at 800.832.7147.

Thank you,

Matt Carrico
President
Carrico Aquatic Resources, Inc.



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600

Fax: 920-541-3602

www.carricoaquatics.com

OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT

This Operation and Maintenance Assistance Agreement (the "Agreement") effective as of the date of Carrico's signature (Effective Date) is between the City of Menomonie (the "Owner"), whose address is 800 Wilson Avenue, Menomonie, Wisconsin 54751 and Carrico Aquatic Resources, Inc. ("Carrico"), a Wisconsin company whose address is 720 N. Parkway, Jefferson, Wisconsin, 53549.

RECITALS

Whereas, Owner is the Owner of an aquatic facility as described in Exhibit A of this Agreement (the "Facilities"); and

Whereas, Owner desires to engage Carrico to assist Owner to operate and maintain the Facilities and Carrico desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

Whereas, Owner is authorized by law to enter into this Agreement;

Now, therefore, in the consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ASSUMPTIONS

In our proposal we have assumed the following:

- Scope of services as outlined in the next section is the primary basis of Carrico's proposal.
- As contractor to Owner, Carrico will provide management assistance and consultation for Owner to achieve optimum performance and to maintain related equipment for system integrity within budgeted resources.
- Carrico will interpret all meters and gauge readings as designated by code and provide Owner with recommendations and evaluation.
- Carrico, in consultation with Owner, has the authority to close the Facilities to swimmers should unsafe conditions exist and keep Facilities closed until corrective actions have been successful.
- Carrico believes in continuing education of its employees, which translates into Owner receiving the advantages of the latest proven technology programs to provide the safest pools, to reduce liability and increase life expectancy of equipment and structure.
- Carrico does not formulate policy nor assume any ownership of the system, unless otherwise stated. The Owner is responsible for all capital outlay items unless otherwise stated.
- Terms of this Agreement will be self-perpetuating unless either party, for whatever reason, wishes to terminate and follows the termination procedures set forth herein.

ARTICLE I: SCOPE OF SERVICES

Carrico agrees to provide the following:

- 1.1 Water treatment equipment needed to maintain pool chemical levels per Wisconsin state code (subject to change) to include:
- 1.2 Chemicals needed to maintain the pool(s) as required per Wisconsin state code excluding DE
- 1.3 Installation, start-up and operator training on actual water treatment systems and equipment
- 1.4 Delivery of chemicals F.O.B. from closest point
- 1.5 Fourteen (14) point water analysis every 4-6 weeks
- 1.6 Recommendations for changes in water chemistry parameters and/or operations
- 1.7 Routine visits to check equipment and chemical inventory and to review pool logs
- 1.8 Remote monitoring of Controllers (if applicable)
- 1.9 Phone conferences for troubleshooting

ARTICLE II: OWNERS' RESPONSIBILITIES

- 2.1 Operate facilities according to State of Wisconsin's Department of Health Swimming Pool Code, in a safe and healthy manner, consistent with education and training provided by Carrico.
- 2.2 Designate in writing, the employees to be trained by Carrico. Designated individuals will be available for training on the agreed upon date and time. Additional training for individuals not in attendance or for new employees will be billed outside of this Agreement, at the rate of one hundred twenty-five and no/100 dollars (\$125.00) per hour.
- 2.3 Routine maintenance; cleaning and filling chemical feed equipment, when needed; vacuuming pool(s); backwashing filter(s).
- 2.4 Notifying Carrico a minimum of fourteen (14) days in advance of the need for additional chemical inventory. Carrico provides delivery of chemicals F.O.B. from closest location.
- 2.5 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or for other reasons beyond control of Carrico are not covered in this Agreement. These chemicals will be billed outside of this Agreement at then current price.
- 2.6 Owner assumes and shall bear the entire risk of loss, theft, damage, destruction, storage, handling and feeding of the equipment and chemicals provided from any cause whatsoever, except losses resulting from the defective design or manufacture of the equipment or chemicals and except losses from the time, place and manner of the performance of maintenance that is Carrico's responsibility under this Agreement. Owner shall at Owner's expense keep the equipment and chemicals insured against theft, damage, spills and/or destruction. Said insurance shall provide a provision naming Carrico as an additional insured for Carrico's interest in such equipment and chemicals.

ARTICLE III: CARRICO AQUATIC RESOURCES, INC. RESPONSIBILITIES

- 3.1 Provide equipment, chemicals and services as described in Article I.
- 3.2 Provide sanitizer and balancing chemicals needed to maintain the pool water chemistry within State of Wisconsin's Department of Public Health Guidelines.
- 3.3 Provide technical assistance in the installation of said equipment and provide operator training and manuals at time agreed upon by both parties.
- 3.4 Routine visits to the Facilities to check equipment and water chemistry.

ARTICLE IV: COMPENSATION

- 4.1 Owner's guaranteed yearly investment for equipment, chemicals, operator training and routine visits is eighteen thousand nine hundred and no/100 dollars (\$18,900.00) for 2025 and 2026.
- 4.2 Owner shall pay Carrico four thousand seven hundred twenty-five and 00/100 dollars (\$4,725.00) due on the first day of May, June, July and August for the 2025 and 2026 pool seasons.
- 4.3 There will be a one time charge per season of four hundred and no/100 dollars (\$400.00) to cover all deliveries and is subject to change.

ARTICLE V: TERM

- 5.1 Terms of this Agreement are a guaranteed yearly investment.
- 5.2 This is a two year minimum Agreement and will be self-perpetuating unless either party for whatever reason, wishes to terminate.
- 5.3 This Agreement time period is for the 2025 and 2026 swimming seasons.

ARTICLE VI: TERMINATION

- 6.1 Either party wishing to terminate this Agreement, must do so in writing no later than thirty (30) days from the anniversary of the original signing of the Agreement, of any given year.
- 6.2 If Owner terminates the Agreement within the first year or between anniversary dates in subsequent years, a five hundred and no/100 dollar (\$500.00) fee, per pool and/or spa as designated in Exhibit A, will be assessed for removal of equipment and/or chemicals.
- 6.3 Owner agrees to allow Carrico access to Facilities within thirty (30) days of termination of Agreement to remove Carrico's equipment and/or chemicals.
- 6.4 Owner may terminate this Agreement without penalty if Carrico fails to:
 - Supply chemicals as outlined in this Agreement in a timely manner;
 - Perform routine visits to named Facilities;
 - Provide routine water analysis report.
- 6.5 If the Owner terminates this Agreement pursuant to Section 6.4, the Owner agrees to give one written notice to Carrico of Owner's reason for potential termination and agrees to allow Carrico three weeks to correct any deficiencies before giving a final written notice of termination without penalty for removal of equipment and/or chemicals.

ARTICLE VII: MISCELLANEOUS

- 7.1 Any equipment which is provided by Carrico during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Carrico upon termination of this Agreement. Carrico shall not make any capital replacement of the Facilities equipment or any component hereof without the written approval of the Owner unless there is an emergency. If there is an emergency, Carrico shall provide the Owner with verbal notice of the capital replacement as soon as possible.
- 7.2 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing and signed by both parties.
- 7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by registered mail to Carrico, attention: President, and to Owner, attention to Owner contact in signature block below, at the address set forth for each in the opening paragraph of this Agreement.
- 7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

- 7.5 Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 7.6 Service Calls that are the result of the Owner or the Owner's Operator created by neglect for routine housekeeping responsibilities are billable at a rate of one hundred twenty-five and no/100 dollars (\$125.00) per hour while on-site. Routine housekeeping is defined as, but not limited to the following: maintaining correct water level, backwashing filter(s), keeping chemical feed equipment supplied with chemicals, performing daily preventive maintenance on chemical feed equipment, vacuuming pool(s), cleaning hair/lint basket(s), and skimmer baskets, removing oily buildup at waterline, daily testing of chemical levels and logging said results, as required by code, recording all gauge readings and cleaning sensors and restandardization of controller(s), adding of chemicals per Carrico directions.
- 7.7 Service Calls resulting from equipment failure, not related to routine housekeeping as defined in 7.6, are the expenses of Carrico.
- 7.8 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or other reasons beyond control of Carrico are not covered in this Agreement. These chemicals will be billed outside of this Agreement at then current price.
- 7.9 All chemicals used will be only those approved by and purchased from Carrico.

ARTICLE VIII: AUTHORIZATION

	CARRICO AQUATIC RESOURCES, INC.	CITY OF MENOMONIE - OWNER
Signature		
Print Name	Matt Carrico	
Title	President	
Date		

Purchase Order _____

Exhibit A

"Facilities" as referred to in this document consist of the following:

- 360,000 gallon main pool

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “*Agreement*”) is entered into by and between the **City of Menomonie**, a Wisconsin municipal corporation (“*Landlord*”) and **ReforMedicine, S.C.**, a Wisconsin service corporation (“*Tenant*”).

1. Premises and Use. Landlord, for and in consideration of the terms and conditions contained in this Agreement, leases to Tenant the real estate consisting of approximately 1,007 square feet of space located on the garden level floor in the south wing and 1,791 square feet of space on the garden level of the west half of the south section of the City Hall Center building located at 800 Wilson Avenue, Menomonie, Wisconsin, totaling 2,798 square feet of space (the “*Premises*”), as shown on Exhibit A, attached hereto and incorporated herein by this reference. Tenant shall occupy and use the Premises only for office use, and no other use without the prior written consent of Landlord.
2. Term. The term of this Agreement shall be 60 months, commencing April 1, 2025, and terminating March 31, 2030 (the “*Term*”). At the end of the Term this Agreement may be renewed only upon the mutual written agreement of Landlord and Tenant.
3. Base Rent. Tenant shall pay to Landlord base rent under this Agreement of \$9.00 per square foot equaling the sum of \$25,182.00 per year or \$2,098.50 per month. All base rent payments shall be made in advance no later than the first (1st) day of each month beginning April 1, 2025, and every first (1st) day of each month thereafter during the Term. Any base rent payment received by Landlord after the fifth (5th) day of any month shall be subject to a \$20.00 per day late payment charge.

The base rent shall increase annually on the anniversary date of this agreement in an amount equal to the percentage provided by the inflation rate published by the Bureau of Labor Statistics in the prior month of the anniversary date of this Agreement.
4. Common Area Maintenance or CAM Charge. In addition to the base rent payable by Tenant to Landlord under Section 3 above, Tenant shall pay an annual common area maintenance (CAM) charge of \$4.25 per square foot of the space leased. The annual CAM charge is \$11,891.50 and shall be paid in monthly installments of \$990.96 on the first day of each month beginning April 1, 2025, and every first (1st) day of each month thereafter during the Term. Any CAM payment received by Landlord after the fifth (5th) day of any month shall be subject to a \$20.00 per day late payment charge. The CAM charge shall be adjusted annually on March 1 based upon Landlord’s costs of operating the real estate containing the Premises, for the calendar year preceding this Agreement’s anniversary date. The CAM charge will be calculated annually, and Landlord will provide Tenant with an analysis showing the CAM items and the calculation of the CAM charge per square foot.
5. Tenant Expenses. Tenant shall be responsible for and shall pay all expenses relative to its telephone and internet service. Tenant is responsible for the cleaning and maintenance of its unit. Landlord shall be responsible for all other building expenses and main area

maintenance including cleaning of bathrooms, hallways and carpeting, elevator repair and maintenance, parking lot maintenance and snow removal, sidewalk shoveling, rubbish removal, etc. Any special services, such as specialized rubbish removal or paper shredding, will be a cost of Tenant.

Landlord will provide Tenant two (2) keys to access their unit and the building. Additional keys provided by Landlord will be a cost to Tenant.

6. Security Deposit. Tenant shall pay to Landlord a security deposit equal to one month's base rent plus CAM totaling \$3,089.46 to be held by Landlord in a non-interest bearing account. The security deposit shall be refunded to Tenant in the event the Premises are left in the condition called for by this Agreement within twenty-one (21) days after termination or expiration of this Agreement, which will be mailed to the address supplied by Tenant. Landlord shall furnish Tenant with a written statement of conditions causing forfeiture of all or part of Tenant's security deposit within twenty-one (21) days after Tenant vacates the Premises. Any damage caused by Tenant, normal wear and tear excepted, shall be repaired by Landlord and the cost thereof deducted from said security deposit.
7. Tenant Covenants. Tenant covenants and agrees that during the Term and for such further time as Tenant shall hold the Premises or any part thereof:
 - a. To pay the base rent and any other monies due on the days and in the manner herein provided.
 - b. Not to suffer the interest of Landlord in the Premises at any time during said Term, to become subject to any liens, charges or encumbrances whatsoever and to indemnify and to keep indemnified Landlord against all such liens, charges and encumbrances placed thereon by acts of Tenant.
 - c. Not to use the Premises in any manner contrary to, and to comply with, any and all governmental regulation, rule, law or ordinance now or hereinafter in force.
 - d. To surrender, yield and to give up the Premises in a clean and reasonable condition, ordinary wear and tear and damage by fire or other casualty reimbursed by insurance to Landlord excepted, upon the termination of the Agreement.
 - e. To maintain, repair or replace, and keep at its own expense, in good condition, all of the Premises occupied by Tenant.
 - f. To obtain, manage and keep in force for the benefit of Tenant and Landlord general public liability insurance against claims for personal injury, death or property damage occurring on or about the Premises or areas adjacent thereto in such amounts as is ordinary and customary for a commercial building similar to the Premises, but not less than \$1,000,000.00. To obtain, manage and keep

in force for the benefit of Tenant personal property insurance for property damage to Tenant's personal property occurring on or about the Premises or areas adjacent thereto in such amounts as is ordinary and customary for such personal property. Such insurance to be carried at Tenant's own expense naming Landlord as an additional insured and Tenant shall furnish to Landlord proof of such coverage and provide for noncancellation without thirty (30) days written notice to Landlord.

- g. To obtain, maintain and keep in force insurance against damage to Tenant's inventory, equipment, machinery and leasehold improvements and other items owned by Tenant for the benefit and in the name of Tenant in such amounts as is ordinary and customary. All such insurance shall be at Tenant's expense and Tenant shall furnish to Landlord proof of such coverage to Landlord upon request.
- h. To accept the Premises "AS IS," following an initial inspection prior to occupancy, with no further representation or warranty of Landlord as to the condition thereof.
- i. With the exception of heat, electricity, water and sewer as provided in Section 8.b. below, to be responsible for furnishing and paying for all utilities and services desired by Tenant, including, without limitation, phone and internet service.
- j. To pay any and all taxes and assessments upon the property of Tenant used in the operation of the Premises or in connection with Tenant's business conducted on the Premises.
- k. To abide by the Parking Rules for Tenants and the Rules and Regulations provided by Landlord to Tenant which Tenant acknowledges receipt of, Landlord has the right to modify the Rules and Regulations as it deems necessary and shall provide Tenant a copy of the Rules and Regulations if modified by Landlord.

8. Landlord Covenants. Landlord covenants and agrees that during the Term and for such further time as Tenant shall hold the Premises or any part thereof:

- a. Tenant may peacefully and quietly have, hold, occupy, and enjoy the Premises free from any disturbance by Landlord or any party lawfully claiming authority through Landlord. Notwithstanding the foregoing, Landlord or its agents may examine the Premises at any reasonable time.
- b. To provide heat, electricity, water and sewer, Tenant's cost of which is included in the CAM charge.

- c. To maintain and keep in force fire and extended coverage, vandalism, malicious mischief, and other casualty insurance to the extent of the fair market value of the Premises. All such insurance shall be at Landlord's sole expense.
 - d. In the event Landlord shall fail to make payments on any mortgages or other payments with respect to the Premises which Landlord is required to pay, Tenant may, but shall not be required to, make such mortgage or such other payments, or do such acts or things as may be necessary to keep the mortgages on the Premises from being in default, and may deduct such payments from the next ensuing rentals due under this Agreement, together with interest thereon at five percent (5%).
 - e. To maintain, repair or replace at its own expense, all of the Premises, including, without limitation, pipes, heating and air conditioning system, electrical system, plumbing system, roof, electrical, fixtures and all other appliances and appurtenances belonging thereto and all equipment used in connection with the Premises, exterior of the Premises including parking area, sidewalks and all snow removal associated therewith. Such maintenance and repair to be made promptly as and when necessary and in a quality and class at least equal to the condition of the Premises upon commencement of this Agreement.
 - f. Landlord will provide signage on exterior monument sign(s) and interior directory signs at Landlord's expense. Tenant at Tenant's expense can provide a unit door sign or wall sign and/or lobby hanging ceiling sign subject to Landlord's approval of design, size, color, shape. No other signage is permitted.
9. Alterations and Trade Fixtures. Tenant may make structural, cosmetic, and nonstructural alterations and improvements to the Premises only with prior written consent of Landlord and at the sole expense of Tenant.
- Trade fixtures and equipment owned by or installed at the cost of Tenant shall remain personal property of Tenant and shall not be deemed to become part of the Premises. Tenant shall have the right to remove such trade fixtures and equipment subject to repair to and restoration of the Premises caused by such removal by Tenant.
10. Waiver of Liability--Hold Harmless and Indemnity Agreement.
- a. Other than as a result of the negligence of Landlord, or as a result of Landlord's breach of the terms and conditions of this Agreement:
 - i. Landlord shall not be responsible to Tenant for damage to the Premises or property or business of Tenant, and Tenant shall not have a cause of action nor a right of action to collect for the same against Landlord.

- ii. Tenant does hereby waive any and all right of recovery against Landlord and Landlord's agents for loss occurring to the Premises, Tenant's property or business.
- iii. Tenant shall indemnify and save Landlord free and harmless from any and all claims for injury and damages to persons or property, all costs and expenses, causes of action, suits, claims, demands or judgments of any nature arising from Tenant's use, misuse or occupancy of the Premises or arising from any breach by Tenant of any covenant or obligation made and to be performed by it under the terms of this Agreement.

11. Destruction; Condemnation.

- a. Destruction of Premises. In the event the Premises are totally destroyed by fire or other casualties, Landlord or Tenant, within thirty (30) days of such destruction, may, at their option, terminate this Agreement. If neither party elects to terminate this Agreement, Landlord shall rebuild the building situated on said Premises and the rent shall abate between the time of such destruction and the time the building is rebuilt, and said Premises are ready for occupancy. In the event of a partial destruction of said premises by fire or other casualty, Landlord may, at its option, terminate this Agreement or rebuild and repair said Premises, and in such case the rent shall proportionately abate during the time between such partial destruction and repair or rebuilding thereof, provided that in the event aforesaid, the options allowed to Landlord shall be exercised within ten (10) days after the event giving rise thereto. In the event Landlord determines to repair or rebuild the same after partial destruction, the same must be completed within thirty (30) days of the destruction or Tenant may terminate this Agreement at its option. Partial destruction shall take place in the event the transaction of Tenant's business upon the demised premises is materially impaired immediately following the destruction or damage by fire or other casualty and during that period that repairs and replacements are being made.
- b. Condemnation of Premises. In the event of condemnation, each party may seek, at their own expense, such awards and rights they deem appropriate subject to the following:
 - i. Partial condemnation: In the event there is sufficient land and improvements after such condemnation to continue the business of Tenant, the proceeds of any such award shall be first applied to restore/modify the Premises to the extent necessary to continue the conduct of the business. The rent under this Agreement shall be appropriately adjusted to reflect the reduction of leasehold interest lost by Tenant. In the event Landlord and Tenant cannot agree on

such reduction, it shall be determined by binding arbitration; said arbitrator to be appointed by any Circuit Judge for the Circuit Court for Dunn County, Wisconsin upon application by either party.

- ii. Total condemnation: In the event of total loss by condemnation, this Agreement shall terminate.

12. Sublet or Assign.

- a. Tenant shall have no right to sublet or assign this Agreement, expressed or implied, without written consent of Landlord.
- b. Landlord shall have the right to sell or convey the Premises or to assign its rights, title and interest as Landlord under this Agreement in whole or in part, however, the sale, conveyance or assignment shall be subject to the terms and conditions of this Agreement. In the event of any such sale or assignment other than a security assignment, Landlord shall be relieved, from and after the date of such transfer or conveyance, of liability for the performance of any obligation of Landlord contained herein, except for obligations or liabilities accrued prior to such assignment or transfer.

13. Default; Remedies.

- a. Events of Default. Any of the following shall be considered a default under the term of this Agreement:
 - i. Tenant fails to make payment of any amount due by the terms of this Agreement within ten (10) days after the due date thereof;
 - ii. Tenant fails to keep and perform any of the covenants, agreements, stipulations or conditions herein contained to be by it kept and performed and such failure continues for fifteen (15) days after written notice of such failure from Landlord to Tenant;
 - iii. Tenant shall make an assignment for the benefit of creditors;
 - iv. A voluntary or involuntary petition is filed by or against Tenant under any law for the purpose of adjudication of Tenant as bankrupt, or for the extension of the time payment, composition, arrangement, adjustment, modification, settlement or satisfaction of the liabilities of Tenant, or for the reorganization of Tenant under the Bankruptcy Act of the United States or any future law of the United States having the same general purpose; or
 - v. A receiver is appointed for Tenant by reason and insolvency of Tenant; and such adjudication, order, judgment, decree, custody, or supervision has not

been vacated or set aside or otherwise terminated or permanently stayed within sixty (60) days after the date of entry or beginning thereof.

The occurrence of any event described in Section 13.a., shall be a breach of this Agreement and considered an "*Event of Default*."

- b. Remedies upon Default. Upon the occurrence of any Event of Default, Landlord may, at its option, at any time thereafter give written notice to Tenant specifying such Event of Default and stating that this Agreement shall expire and terminate on the date specified in such notice, provided such date be no later than thirty (30) days from the issuance of said written notice. If Tenant fails to cure such Event of Default by such date, Landlord may terminate this Agreement by written notice to Tenant, and may thereafter have all remedies available in law or in equity, subject to Landlord's obligation to mitigate its damages. If within one year from the giving of any such Event of Default, Tenant commits the same Event of Default, including for failure to make payment of any amount due by the terms of this Agreement, Landlord may terminate this Agreement if Landlord gives Tenant notice to vacate on or before a date at least fourteen (14) days after the giving of the notice.
 - c. Cumulative Rights. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or hereafter existing at law or in equity or by statute.
 - d. Rent Acceleration. If this Agreement shall terminate as provided in this Section 13 before expiration of the Term, or if Tenant is dispossessed or removed therefrom by summary proceedings or otherwise, then Landlord may, at its option, declare all rents remaining payable during the then existing Term to be immediately due and payable, subject to Landlord's obligation to mitigate any damages caused by such termination, dispossession, or removal.
14. Notice. Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail and shall be addressed to the party at the address noted under the signature to this Agreement or to such other address as may be, from time to time, designated by written notice.
15. Binding Effect. All the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named as a party to this Agreement. This Agreement may not be changed, modified or discharged except by writing signed by both parties.
16. Waiver. No waiver of any default by Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated and no express waiver shall impact any default other than the default specified in

the express waiver, and then only for the time and the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

17. Separability. Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement. The breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.
18. Headings and Terms. The headings to the various sections of this Agreement have been inserted for convenient reference and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. The term "person" when used in this Agreement, shall mean the appropriate individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, combination organization or any other person or entity as sense required.
19. Construction of Agreement. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words "Landlord" and "Tenant" shall be deemed to include the heirs, personal representatives, successors, sub-tenant and assigns of said parties, unless the context excludes such construction.
20. Governing Law. This Agreement shall be governed and construed under the laws of Wisconsin where the Premises is located and any action commenced to enforce this Agreement shall be heard in the Dunn County Circuit Court.
21. Attorneys' Fees and Costs. In the event of any action at law or in equity between the parties to enforce any of the provisions of this Agreement, any unsuccessful or defaulting party to such litigation shall pay to the prevailing or non-defaulting party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals and in any bankruptcy or similar proceedings) incurred by the prevailing or non-defaulting party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment.
22. Entire Agreement. This Agreement, and any other instruments or agreements referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements except as herein provided.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby execute this Lease Agreement on the date(s) set forth below (the latest of which shall be the "***Effective Date***" of this Agreement).

LANDLORD:
CITY OF MENOMONIE

Dated: _____

By: _____

Name: Eric Atkinson
Title: City Administrator
Address: 800 Wilson Avenue
Menomonie, WI 54751

TENANT:
REFORMEDICINE, S.C.

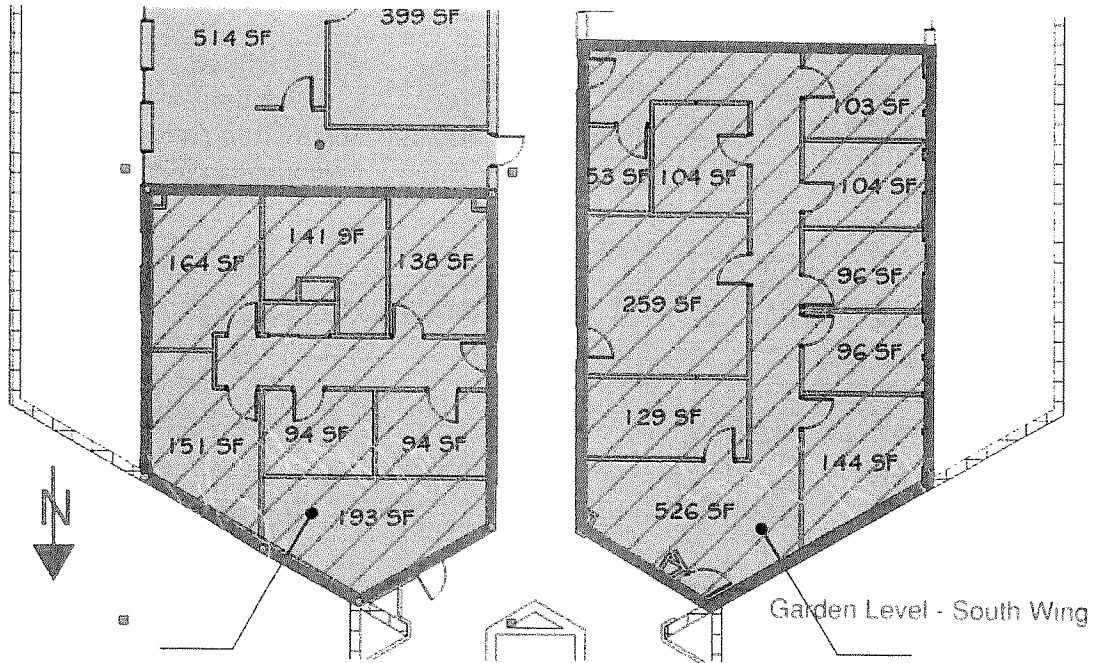
Dated: 2/20/2025

By: _____

Name: David J. Usher, M.D.
Title: President
Address: Suite 103, 3004 Golf Rd
Eau Claire, WI 54701

EXHIBIT A

Map of Premises



Parking Rules for Tenants

1. Parking areas shall be used only for parking vehicles no longer than full size passenger automobiles.
2. Users of the parking areas will obey all posted signs and park only in the areas designated for vehicle parking.
3. Unless otherwise instructed, every person using the parking areas is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking areas.
4. Tenant shall be responsible for seeing that all its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
5. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the property operation of the parking areas.

Office Building Rules and Regulations

1. Tenant shall not suffer or permit the obstruction of any Common Areas, including driveways and walkways.
2. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Building and/or its occupants.
3. Tenant shall not make or permit any noise or odors that annoy or interfere with other tenants or persons having business within the Building.
4. Tenant shall not keep animals or birds within the Building, and shall not bring bicycles, motorcycles or other vehicles into portions of the Building that are not designated as authorized for same.
5. Tenant shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Tenant shall not alter any lock or install new or additional locks or bolts.
7. Tenant shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Tenant shall not deface the walls, partitions or other surfaces of the Premises or the Building.
9. Tenant shall not suffer or permit anything in or around the Premises that cause excessive vibration or floor loading in any part of the Building.
10. Furniture, significant freight and equipment shall be moved into or out of the Building only with the Landlord's knowledge and consent, and subject to such reasonable limitations techniques and timing, as may be designated by Landlord. Tenant shall be responsible for any damage to the Building arising from any such activity.
11. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Landlord.
12. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
13. No window coverings, shades or awnings shall be installed or used by Tenant without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.
14. No tenant, employee or invitee shall go upon the roof of the Building except as expressly provided in the Lease.
15. Tenant shall not suffer or permit smoking, vaping, or carrying of lighted cigar or cigarettes in areas reasonable designated by Landlord or by applicable governmental agencies as nonsmoking areas.
16. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord or any dedicated system approved by Landlord.
17. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
18. Landlord reserved the right to waive any one of these rules or regulations, and/or as to any particular tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such tenant.
19. Tenant assumes all risks from theft or vandalism to the Premises and agrees to keep the Premises locked as may be required.
20. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Building and its occupants. Landlord shall provide Tenant with copies of any new and/or modified rules or regulations prior to the effective date thereof. Tenant agrees to abide by these and such other rules and regulations.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “*Agreement*”) is entered into by and between the **City of Menomonie**, a Wisconsin municipal corporation (“*Landlord*”) and **Community Foundation of Dunn County, Inc.**, a Wisconsin non-stock corporation (“*Tenant*”).

1. Premises and Use. Landlord, for and in consideration of the terms and conditions contained in this Agreement, leases to Tenant the real estate consisting of approximately 1,491 square feet of space located on the second floor of the northeast wing of the City Hall Center building located at 800 Wilson Avenue, Menomonie, Wisconsin (the “*Premises*”), as shown on Exhibit A, attached hereto and incorporated herein by this reference. Tenant shall occupy and use the Premises only for office use, and no other use without the prior written consent of Landlord.
2. Term. The term of this Agreement shall be 60 months, commencing March 1, 2025, and terminating February 28, 2030 (the “*Term*”). At the end of the Term this Agreement may be renewed only upon the mutual written agreement of Landlord and Tenant.
3. Base Rent. Tenant shall pay to Landlord base rent under this Agreement of \$9.00 per square foot equaling the sum of \$13,419.00 per year or \$1,118.25 per month. All base rent payments shall be made in advance no later than the first (1st) day of each month beginning March 1, 2025, and every first (1st) day of each month thereafter during the Term. Any base rent payment received by Landlord after the fifth (5th) day of any month shall be subject to a \$20.00 per day late payment charge.

The base rent shall increase annually on the anniversary date of this agreement in an amount equal to the percentage provided by the inflation rate published by the Bureau of Labor Statistics in the prior month of the anniversary date of this Agreement.

4. Common Area Maintenance or CAM Charge. In addition to the base rent payable by Tenant to Landlord under Section 3 above, Tenant shall pay an annual common area maintenance (CAM) charge of \$4.25 per square foot of the space leased. The annual CAM charge is \$6,336.75 and shall be paid in monthly installments of \$528.06 on the first day of each month beginning March 1, 2025, and every first (1st) day of each month thereafter during the Term. Any CAM payment received by Landlord after the fifth (5th) day of any month shall be subject to a \$20.00 per day late payment charge. The CAM charge shall be adjusted annually on March 1 based upon Landlord’s costs of operating the real estate containing the Premises, for the calendar year preceding this Agreement’s anniversary date. The CAM charge will be calculated annually, and Landlord will provide Tenant with an analysis showing the CAM items and the calculation of the CAM charge per square foot.
5. Tenant Expenses. Tenant shall be responsible for and shall pay all expenses relative to its telephone and internet service. Tenant is responsible for the cleaning and maintenance of its unit. Landlord shall be responsible for all other building expenses and main area maintenance including cleaning of bathrooms, hallways and carpeting, elevator repair and

maintenance, parking lot maintenance and snow removal, sidewalk shoveling, rubbish removal, etc. Any special services, such as specialized rubbish removal or paper shredding, will be a cost of Tenant.

Landlord will provide Tenant two (2) keys to access their unit and the building. Additional keys provided by Landlord will be a cost to Tenant.

6. Security Deposit. Tenant shall pay to Landlord a security deposit equal to one month's base rent plus CAM totaling \$1,646.31 to be held by Landlord in a non-interest bearing account. The security deposit shall be refunded to Tenant in the event the Premises are left in the condition called for by this Agreement within twenty-one (21) days after termination or expiration of this Agreement, which will be mailed to the address supplied by Tenant. Landlord shall furnish Tenant with a written statement of conditions causing forfeiture of all or part of Tenant's security deposit within twenty-one (21) days after Tenant vacates the Premises. Any damage caused by Tenant, normal wear and tear excepted, shall be repaired by Landlord and the cost thereof deducted from said security deposit.
7. Tenant Covenants. Tenant covenants and agrees that during the Term and for such further time as Tenant shall hold the Premises or any part thereof:
 - a. To pay the base rent and any other monies due on the days and in the manner herein provided.
 - b. Not to suffer the interest of Landlord in the Premises at any time during said Term, to become subject to any liens, charges or encumbrances whatsoever and to indemnify and to keep indemnified Landlord against all such liens, charges and encumbrances placed thereon by acts of Tenant.
 - c. Not to use the Premises in any manner contrary to, and to comply with, any and all governmental regulation, rule, law or ordinance now or hereinafter in force.
 - d. To surrender, yield and to give up the Premises in a clean and reasonable condition, ordinary wear and tear and damage by fire or other casualty reimbursed by insurance to Landlord excepted, upon the termination of the Agreement.
 - e. To maintain, repair or replace, and keep at its own expense, in good condition, all of the Premises occupied by Tenant.
 - f. To obtain, manage and keep in force for the benefit of Tenant and Landlord general public liability insurance against claims for personal injury, death or property damage occurring on or about the Premises or areas adjacent thereto in such amounts as is ordinary and customary for a commercial building similar to the Premises, but not less than \$1,000,000.00. To obtain, manage and keep in force for the benefit of Tenant personal property insurance for property

damage to Tenant's personal property occurring on or about the Premises or areas adjacent thereto in such amounts as is ordinary and customary for such personal property. Such insurance to be carried at Tenant's own expense naming Landlord as an additional insured and Tenant shall furnish to Landlord proof of such coverage and provide for noncancellation without thirty (30) days written notice to Landlord.

- g. To obtain, maintain and keep in force insurance against damage to Tenant's inventory, equipment, machinery and leasehold improvements and other items owned by Tenant for the benefit and in the name of Tenant in such amounts as is ordinary and customary. All such insurance shall be at Tenant's expense and Tenant shall furnish to Landlord proof of such coverage to Landlord upon request.
- h. To accept the Premises "AS IS," following an initial inspection prior to occupancy, with no further representation or warranty of Landlord as to the condition thereof.
- i. With the exception of heat, electricity, water and sewer as provided in Section 8.b. below, to be responsible for furnishing and paying for all utilities and services desired by Tenant, including, without limitation, phone and internet service.
- j. To pay any and all taxes and assessments upon the property of Tenant used in the operation of the Premises or in connection with Tenant's business conducted on the Premises.
- k. To abide by the Parking Rules for Tenants and the Rules and Regulations provided by Landlord to Tenant which Tenant acknowledges receipt of, Landlord has the right to modify the Rules and Regulations as it deems necessary and shall provide Tenant a copy of the Rules and Regulations if modified by Landlord.

8. Landlord Covenants. Landlord covenants and agrees that during the Term and for such further time as Tenant shall hold the Premises or any part thereof:

- a. Tenant may peacefully and quietly have, hold, occupy, and enjoy the Premises free from any disturbance by Landlord or any party lawfully claiming authority through Landlord. Notwithstanding the foregoing, Landlord or its agents may examine the Premises at any reasonable time.
- b. To provide heat, electricity, water and sewer, Tenant's cost of which is included in the CAM charge.

- c. To maintain and keep in force fire and extended coverage, vandalism, malicious mischief, and other casualty insurance to the extent of the fair market value of the Premises. All such insurance shall be at Landlord's sole expense.
 - d. In the event Landlord shall fail to make payments on any mortgages or other payments with respect to the Premises which Landlord is required to pay, Tenant may, but shall not be required to, make such mortgage or such other payments, or do such acts or things as may be necessary to keep the mortgages on the Premises from being in default, and may deduct such payments from the next ensuing rentals due under this Agreement, together with interest thereon at five percent (5%).
 - e. To maintain, repair or replace at its own expense, all of the Premises, including, without limitation, pipes, heating and air conditioning system, electrical system, plumbing system, roof, electrical, fixtures and all other appliances and appurtenances belonging thereto and all equipment used in connection with the Premises, exterior of the Premises including parking area, sidewalks and all snow removal associated therewith. Such maintenance and repair to be made promptly as and when necessary and in a quality and class at least equal to the condition of the Premises upon commencement of this Agreement.
 - f. Landlord will provide signage on exterior monument sign(s) and interior directory signs at Landlord's expense. Tenant at Tenant's expense can provide a unit door sign or wall sign and/or lobby hanging ceiling sign subject to Landlord's approval of design, size, color, shape. No other signage is permitted.
9. Alterations and Trade Fixtures. Tenant may make structural, cosmetic, and nonstructural alterations and improvements to the Premises only with prior written consent of Landlord and at the sole expense of Tenant.

Trade fixtures and equipment owned by or installed at the cost of Tenant shall remain personal property of Tenant and shall not be deemed to become part of the Premises. Tenant shall have the right to remove such trade fixtures and equipment subject to repair to and restoration of the Premises caused by such removal by Tenant.

10. Waiver of Liability--Hold Harmless and Indemnity Agreement.

- a. Other than as a result of the negligence of Landlord, or as a result of Landlord's breach of the terms and conditions of this Agreement:
 - i. Landlord shall not be responsible to Tenant for damage to the Premises or property or business of Tenant, and Tenant shall not have a cause of action nor a right of action to collect for the same against Landlord.

- ii. Tenant does hereby waive any and all right of recovery against Landlord and Landlord's agents for loss occurring to the Premises, Tenant's property or business.
- iii. Tenant shall indemnify and save Landlord free and harmless from any and all claims for injury and damages to persons or property, all costs and expenses, causes of action, suits, claims, demands or judgments of any nature arising from Tenant's use, misuse or occupancy of the Premises or arising from any breach by Tenant of any covenant or obligation made and to be performed by it under the terms of this Agreement.

11. Destruction; Condemnation.

- a. Destruction of Premises. In the event the Premises are totally destroyed by fire or other casualties, Landlord or Tenant, within thirty (30) days of such destruction, may, at their option, terminate this Agreement. If neither party elects to terminate this Agreement, Landlord shall rebuild the building situated on said Premises and the rent shall abate between the time of such destruction and the time the building is rebuilt, and said Premises are ready for occupancy. In the event of a partial destruction of said premises by fire or other casualty, Landlord may, at its option, terminate this Agreement or rebuild and repair said Premises, and in such case the rent shall proportionately abate during the time between such partial destruction and repair or rebuilding thereof, provided that in the event aforesaid, the options allowed to Landlord shall be exercised within ten (10) days after the event giving rise thereto. In the event Landlord determines to repair or rebuild the same after partial destruction, the same must be completed within thirty (30) days of the destruction or Tenant may terminate this Agreement at its option. Partial destruction shall take place in the event the transaction of Tenant's business upon the demised premises is materially impaired immediately following the destruction or damage by fire or other casualty and during that period that repairs and replacements are being made.
- b. Condemnation of Premises. In the event of condemnation, each party may seek, at their own expense, such awards and rights they deem appropriate subject to the following:
 - i. Partial condemnation: In the event there is sufficient land and improvements after such condemnation to continue the business of Tenant, the proceeds of any such award shall be first applied to restore/modify the Premises to the extent necessary to continue the conduct of the business. The rent under this Agreement shall be appropriately adjusted to reflect the reduction of leasehold interest lost by Tenant. In the event Landlord and Tenant cannot agree on

such reduction, it shall be determined by binding arbitration; said arbitrator to be appointed by any Circuit Judge for the Circuit Court for Dunn County, Wisconsin upon application by either party.

- ii. Total condemnation: In the event of total loss by condemnation, this Agreement shall terminate.

12. Sublet or Assign.

- a. Tenant shall have no right to sublet or assign this Agreement, expressed or implied, without written consent of Landlord.
- b. Landlord shall have the right to sell or convey the Premises or to assign its rights, title and interest as Landlord under this Agreement in whole or in part, however, the sale, conveyance or assignment shall be subject to the terms and conditions of this Agreement. In the event of any such sale or assignment other than a security assignment, Landlord shall be relieved, from and after the date of such transfer or conveyance, of liability for the performance of any obligation of Landlord contained herein, except for obligations or liabilities accrued prior to such assignment or transfer.

13. Default; Remedies.

- a. Events of Default. Any of the following shall be considered a default under the term of this Agreement:
 - i. Tenant fails to make payment of any amount due by the terms of this Agreement within ten (10) days after the due date thereof;
 - ii. Tenant fails to keep and perform any of the covenants, agreements, stipulations or conditions herein contained to be by it kept and performed and such failure continues for fifteen (15) days after written notice of such failure from Landlord to Tenant;
 - iii. Tenant shall make an assignment for the benefit of creditors;
 - iv. A voluntary or involuntary petition is filed by or against Tenant under any law for the purpose of adjudication of Tenant as bankrupt, or for the extension of the time payment, composition, arrangement, adjustment, modification, settlement or satisfaction of the liabilities of Tenant, or for the reorganization of Tenant under the Bankruptcy Act of the United States or any future law of the United States having the same general purpose; or
 - v. A receiver is appointed for Tenant by reason and insolvency of Tenant; and such adjudication, order, judgment, decree, custody, or supervision has not

been vacated or set aside or otherwise terminated or permanently stayed within sixty (60) days after the date of entry or beginning thereof.

The occurrence of any event described in Section 13.a., shall be a breach of this Agreement and considered an “*Event of Default.*”

- b. Remedies upon Default. Upon the occurrence of any Event of Default, Landlord may, at its option, at any time thereafter give written notice to Tenant specifying such Event of Default and stating that this Agreement shall expire and terminate on the date specified in such notice, provided such date be no later than thirty (30) days from the issuance of said written notice. If Tenant fails to cure such Event of Default by such date, Landlord may terminate this Agreement by written notice to Tenant, and may thereafter have all remedies available in law or in equity, subject to Landlord’s obligation to mitigate its damages. If within one year from the giving of any such Event of Default, Tenant commits the same Event of Default, including for failure to make payment of any amount due by the terms of this Agreement, Landlord may terminate this Agreement if Landlord gives Tenant notice to vacate on or before a date at least fourteen (14) days after the giving of the notice.
 - c. Cumulative Rights. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or hereafter existing at law or in equity or by statute.
 - d. Rent Acceleration. If this Agreement shall terminate as provided in this Section 13 before expiration of the Term, or if Tenant is dispossessed or removed therefrom by summary proceedings or otherwise, then Landlord may, at its option, declare all rents remaining payable during the then existing Term to be immediately due and payable, subject to Landlord’s obligation to mitigate any damages caused by such termination, dispossession, or removal.
14. Notice. Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail and shall be addressed to the party at the address noted under the signature to this Agreement or to such other address as may be, from time to time, designated by written notice.
15. Binding Effect. All the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named as a party to this Agreement. This Agreement may not be changed, modified or discharged except by writing signed by both parties.
16. Waiver. No waiver of any default by Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated and no express waiver shall impact any default other than the default specified in

the express waiver, and then only for the time and the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

17. Separability. Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement. The breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.
18. Headings and Terms. The headings to the various sections of this Agreement have been inserted for convenient reference and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. The term "person" when used in this Agreement, shall mean the appropriate individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, combination organization or any other person or entity as sense required.
19. Construction of Agreement. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words "Landlord" and "Tenant" shall be deemed to include the heirs, personal representatives, successors, sub-tenant and assigns of said parties, unless the context excludes such construction.
20. Governing Law. This Agreement shall be governed and construed under the laws of Wisconsin where the Premises is located and any action commenced to enforce this Agreement shall be heard in the Dunn County Circuit Court.
21. Attorneys' Fees and Costs. In the event of any action at law or in equity between the parties to enforce any of the provisions of this Agreement, any unsuccessful or defaulting party to such litigation shall pay to the prevailing or non-defaulting party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals and in any bankruptcy or similar proceedings) incurred by the prevailing or non-defaulting party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment.
22. Entire Agreement. This Agreement, and any other instruments or agreements referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements except as herein provided.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby execute this Lease Agreement on the date(s) set forth below (the latest of which shall be the "***Effective Date***" of this Agreement).

LANDLORD:
CITY OF MENOMONIE

Dated: _____

By: _____

Name: Eric Atkinson
Title: City Administrator
Address: 800 Wilson Avenue
Menomonie, WI 54751

TENANT:
COMMUNITY FOUNDATION OF DUNN
COUNTY, INC.

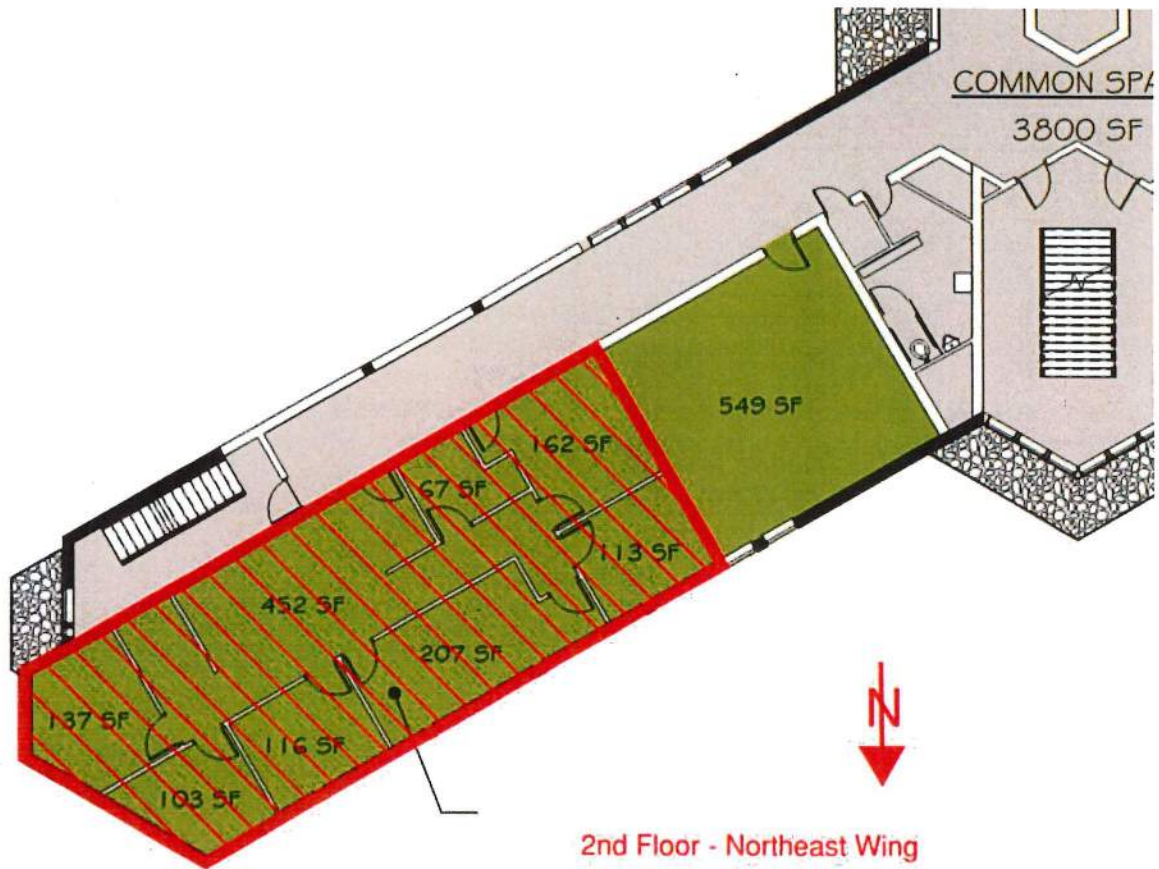
Dated: _____

By: _____

Name: Georgina Tegart
Title: Executive Director
Address: 800 Wilson Ave Suite 235
Menomonie, WI 54751

EXHIBIT A

Map of Premises



Parking Rules for Tenants

1. Parking areas shall be used only for parking vehicles no longer than full size passenger automobiles.
2. Users of the parking areas will obey all posted signs and park only in the areas designated for vehicle parking.
3. Unless otherwise instructed, every person using the parking areas is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking areas.
4. Tenant shall be responsible for seeing that all its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
5. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking areas.

Office Building Rules and Regulations

1. Tenant shall not suffer or permit the obstruction of any Common Areas, including driveways and walkways.
2. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Building and/or Its occupants.
3. Tenant shall not make or permit any noise or odors that annoy or interfere with other tenants or persons having business within the Building.
4. Tenant shall not keep animals or birds within the Building, and shall not bring bicycles, motorcycles or other vehicles into portions of the Building that are not designated as authorized for same.
5. Tenant shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Tenant shall not alter any lock or install new or additional locks or bolts.
7. Tenant shall be responsible for the Inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Tenant shall not deface the walls, partitions or other surfaces of the Premises or the Building.
9. Tenant shall not suffer or permit anything in or around the Premises that cause excessive vibration or floor loading in any part of the Building.
10. Furniture, significant freight and equipment shall be moved into or out of the Building only with the Landlord's knowledge and consent, and subject to such reasonable limitations techniques and timing, as may be designated by Landlord. Tenant shall be responsible for any damage to the Building arising from any such activity.
11. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Landlord.
12. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
13. No window coverings, shades or awnings shall be installed or used by Tenant without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.
14. No tenant, employee or invitee shall go upon the roof of the Building except as expressly provided in the Lease.
15. Tenant shall not suffer or permit smoking, vaping, or carrying of lighted cigar or cigarettes in areas reasonable designated by Landlord or by applicable governmental agencies as nonsmoking areas.
16. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord or any dedicated system approved by Landlord.
17. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
18. Landlord reserved the right to waive any one of these rules or regulations, and/or as to any particular tenant, and any such waiver shall not constitute a walver of any other rule or regulation or any subsequent application thereof to such tenant.
19. Tenant assumes all risks from theft or vandalism to the Premises and agrees to keep the Premises locked as may be required.
20. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Building and its occupants. Landlord shall provide Tenant with copies of any new and/or modified rules or regulations prior to the effective date thereof. Tenant agrees to abide by these and such other rules and regulations.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into as of the 1st day of January, 2025 (the "Commencement Date"), by and between City of Menomonie ("LESSOR") and The Chippewa Valley Technical College ("LESSEE").

In consideration of the terms and provisions of this Lease, LESSOR agrees to lease to LESSEE and LESSEE agrees to lease from LESSOR certain agricultural land adjacent to Menomonie Airport (KLUM), in the City of Menomonie, Dunn County, Wisconsin.

1. **Leased Land.** The land covered by this Lease is outlined on Schedule A, attached hereto and incorporated herein by reference (the "Leased Land"). LESSEE warrants and represents that LESSEE is familiar with the boundaries and quantities of the Leased Land covered by this Lease.
2. **Term of Lease.** The term of Lease shall be for five (5) Lease Years, commencing on the Commencement Date and shall continue in full force and effect until December 31, 2030 (the "Termination Date"), unless extended or terminated earlier pursuant to the provisions of this Lease (the "Term"). Provided LESSEE is not in default of this Lease beyond any applicable cure or notice period, LESSEE shall have the right to extend this Lease for an additional five (5) Lease Years. LESSEE shall inform LESSOR of its intent to extend the Lease by written notice of at least sixty (60) days to LESSOR. As used herein, the term "Lease Year" shall mean the twelve (12) month period commencing on the Commencement Date and each successive twelve (12) month period thereafter.
3. **Soil Health Partnership Team.** It is intended that the Leased Land will be managed for improved soil health and improved surface and ground water quality. It is also intended to provide "on farm" education for Lessee's students, area farmers, and the community. Principles and goals are outlined in the Soil Health Partnership Document, Schedule D. It is intended that the principles of this document be followed throughout the Term of the lease as specific opportunities for education and conservation practices change.
4. **Land Use and Cropping.**
 - 4.1 The Leased Land shall be used for agricultural purposes only.
 - 4.2 LESSEE shall not have rights to an "away going crop" (crops planted but not harvested prior to termination of this Agreement) unless LESSOR and Lessee agree in writing to extend this Lease beyond the Termination Date.
 - 4.3 LESSEE shall not be reimbursed for crop nutrients or completed fieldwork upon the Termination Date.
 - 4.4 LESSEE shall maintain established grassed areas adjacent to public roads designated on Schedule A.
 - 4.5 LESSEE shall not commit waste upon the Leased Land. Should Dunn County deem that waste has been committed, LESSOR will remove or pay to have the waste removed, and charge all actual and reasonable expenses of waste removal to the LESSEE, and after providing written notice to LESSEE of at least thirty (30) days and an opportunity to cure and rectify such waste on the Leased Land, may, at LESSOR's sole discretion terminate the lease.
 - 4.6 LESSEE shall be responsible for participation in any Federal farm programs, including eligibility, reporting crop acreage, and receipt of program payments. LESSOR, if required by any federal farm programs, shall provide reasonable assistance to LESSEE.

2025 to 2035 Lease 01/01/2025

- 4.7 Improvements shall be submitted in writing to the LESSOR and approved by LESSOR prior to implementation. LESSOR's approval for any improvement shall not be unreasonably withheld, delayed, or conditioned. LESSEE shall not be compensated for any improvements. Notwithstanding the foregoing, LESSEE shall have the right to make improvements to the Leased Land that cost less than Ten Thousand and 00/100 Dollars (\$10,000.00) and does not require the issuance of a building permit or similar documentation from the applicable municipality.
5. **Rent.** The total rent payable under this Lease is shown on Schedule C, attached hereto (the "Rent"). The Rent shall be payable on or before April 1 of each Lease Year, with the first payment made on or before April 1, 2025. Should LESSEE fail to make any payment when due, after receiving written notice of at least ten (10) business days from LESSOR, this Lease shall terminate immediately and without notice. At the option of LESSOR, any unpaid Rent shall bear interest at the rate of one percent (1%) per month on the unpaid balance. LESSOR retains a security interest in the crops grown on the Leased Land to ensure payment.
6. **Conservation Practices.** LESSEE agrees to comply with the conservation practices designated in Schedule B:
- 6.1 LESSEE shall follow any conservation plan applicable to the Leased Land.
- 6.2 LESSEE shall use good farming practices including no-till and cover crops and take reasonable commercially reasonable measures to minimize soil erosion from wind and water on the Leased Land (including controlling weeds, replacing such amounts of plant nutrients as have been removed by LESSEE in prior crop production, keeping waterways in existing condition, and maintaining a minimum of 30% residue cover).
- 6.3 LESSEE shall sample soils on all cropland according to the University of Wisconsin Extension Publication 2809 at LESSEE's expense.
- 6.4 LESSEE shall submit and follow a Wisconsin NRCS 590 Nutrient Management Plan developed according to the current Wisconsin NRCS 590 Nutrient Management Standard by April 1st, 2025. LESSEE shall provide an updated Nutrient Management Plan summary and checklist annually to the Dunn County Land & Water Conservation Division by April 1 of each year.
- 6.5 LESSEE shall use its best efforts to maintain or improve soil fertility and ph over the Term of the Lease.
- 6.6 LESSEE shall comply with any state or local law or regulation regarding noxious weeds.
- 6.7 LESSEE shall not apply any pesticides, herbicides, or other chemicals in a manner or quantity which will cause damage to groundwater or which will have effects of carryover to any period after the Term of this Lease.
- 6.8 LESSEE shall leave on the Leased Land any plant residue or stubble from crops grown on the Leased Land except straw which may be removed immediately prior to planting a cover crop. LESSEE's cooperation with the foregoing sentence shall not violate Section 4.5 of this Lease.
- 6.9 LESSEE shall not remove sand, gravel, topsoil, minerals, oil or gas from the Leased Land.
7. **Lessee's Default.** If LESSEE fails to pay the Rent specified in this Lease, fails to keep any of the covenants or provisions of this Lease, assigns this Lease without LESSOR's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned, or sublets the Leased Land or any part thereof without LESSOR's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned, this Lease shall at the election of the LESSOR, be null and void, and the

2025 to 2035 Lease 01/01/2025

LESSOR, or its legal representative, shall have the right to take possession of the Leased Land, using such force as may be necessary, with or without process of law. In the event of LESSEE's default beyond any applicable cure or notice period, LESSOR shall be entitled to all past-due Rent, actual and reasonable costs arising out of LESSEE's failure to perform any of the provisions of this Lease and/or default. The LESSEE further agrees to pay all actual and reasonable costs and attorneys fees and expenses that shall arise from enforcing any of the provisions of this Lease by the LESSOR.

8. **Removal of Acreage.** LESSOR may terminate this Lease with respect to any part or all of the Leased Land upon ninety (90) days prior written notice to LESSEE. In the event of such termination, LESSOR shall reimburse LESSEE for Rent payments related to the portion of the Leased Land subject to termination. Any portion of the Leased Land designated to be removed shall thereafter cease to be covered by this Lease, LESSOR and LESSEE shall enter into an amendment of this Lease acknowledging the removal of said portion of the Leased Land and the remainder of the Leased Land still subject to the Lease, and Rent for subsequent Lease Years shall be proportionately reduced.
9. **Assignment and Subletting.** LESSEE shall not assign this Lease nor sublet any part of the Leased Land without the prior written consent of LESSOR. LESSOR's consent shall not be unreasonably withheld, delayed, or conditioned.
10. **Right of Entry.** Upon prior written notice of at least twenty-four (24) hours (except in the case of emergency), the LESSOR and the Soil Health Partnership Team shall have the right to enter and go on the Leased Land at any reasonable time to inspect the Leased Land and the farming methods in use.
11. **Insurance and Indemnity.** LESSEE agrees to provide and maintain reasonable insurance coverage to cover acts and actions of LESSEE and its subcontractors, employees, or agents.
 - 11.1 LESSEE shall, by April 1 for the coming crop year, provide proof of Commercial General Liability Insurance with minimum coverage amounts of \$1,000,000 per occurrence and \$5,000 minimum for medical payments. The certificate of insurance shall name "City of Menomonie" as an additional insured. This provision does not affect or waive any statutory limitations on recovery against LESSOR.
 - 11.2 LESSEE shall be responsible for insuring its own crops and equipment.
 - 11.3 Except for any negligence or misconduct from LESSOR and to the extent permitted under law, LESSEE shall defend, indemnify, and hold Dunn County completely harmless from and against any and all claims arising by or resulting from LESSEE's use of the Leased Land, or the acts or omissions of the LESSEE or LESSEE's subcontractors, employees, or agents. LESSOR shall defend, indemnify, and hold LESSEE harmless from and against any and all claims arising by or resulting from LESSOR's ownership of the Leased Land or the negligence or misconduct of LESSOR or its agents, employees, and subcontractors. Neither party to this Lease waives any rights, defenses, limitation of liability, that may be afforded to them under applicable law. This section survives the termination of this Lease.
12. **Dispute Resolution.** In the event of any disagreement or conflict regarding the interpretation of this Lease that cannot be resolved amicably by the parties, the signatories agree to engage in non-binding mediation as a preliminary step before pursuing any litigation. The mediation process shall be conducted in good faith and with the aim of reaching a mutually acceptable resolution. The parties agree to equally share the costs associated with mediation. Each party shall bear fifty percent (50%) of the total mediation expenses incurred.

13. Governing Law and Jurisdiction. This Lease shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any claims or lawsuits arising from or related to this Lease Agreement must be filed exclusively in the courts of Dunn County, Wisconsin.

14. Miscellaneous.

14.1 The terms of this Lease shall be binding on the heirs, personal representatives, successors and assigns of LESSOR and LESSEE.

14.2 Except for the removal of any acreage of the Leased Land as provided for in Section 8 herein, LESSOR, on its own behalf and on behalf of any succeeding lessor, expressly and affirmatively waives any right under Wisconsin law to terminate this Lease upon the sale or other conveyance of the Leased Land due to the length of the Term of this Lease and lack of the Lease or a memorandum of lease being recorded in the applicable county records, and this waiver shall be binding on LESSOR, its successors and assigns, and any purchaser of the Leased Land.

14.3 This Lease constitutes the entire agreement between LESSOR and LESSEE and may only be amended by a further written agreement executed by LESSOR and LESSEE.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have executed this Lease.

CITY OF MENOMONIE

By: _____
Printed Name: Randy Knaack, Mayor

Date

Attest: _____
Printed Name: Kate Martin, Clerk

Date

CHIPPEWA VALLEY TECHNICAL COLLEGE

By: _____
Printed Name: _____

Date

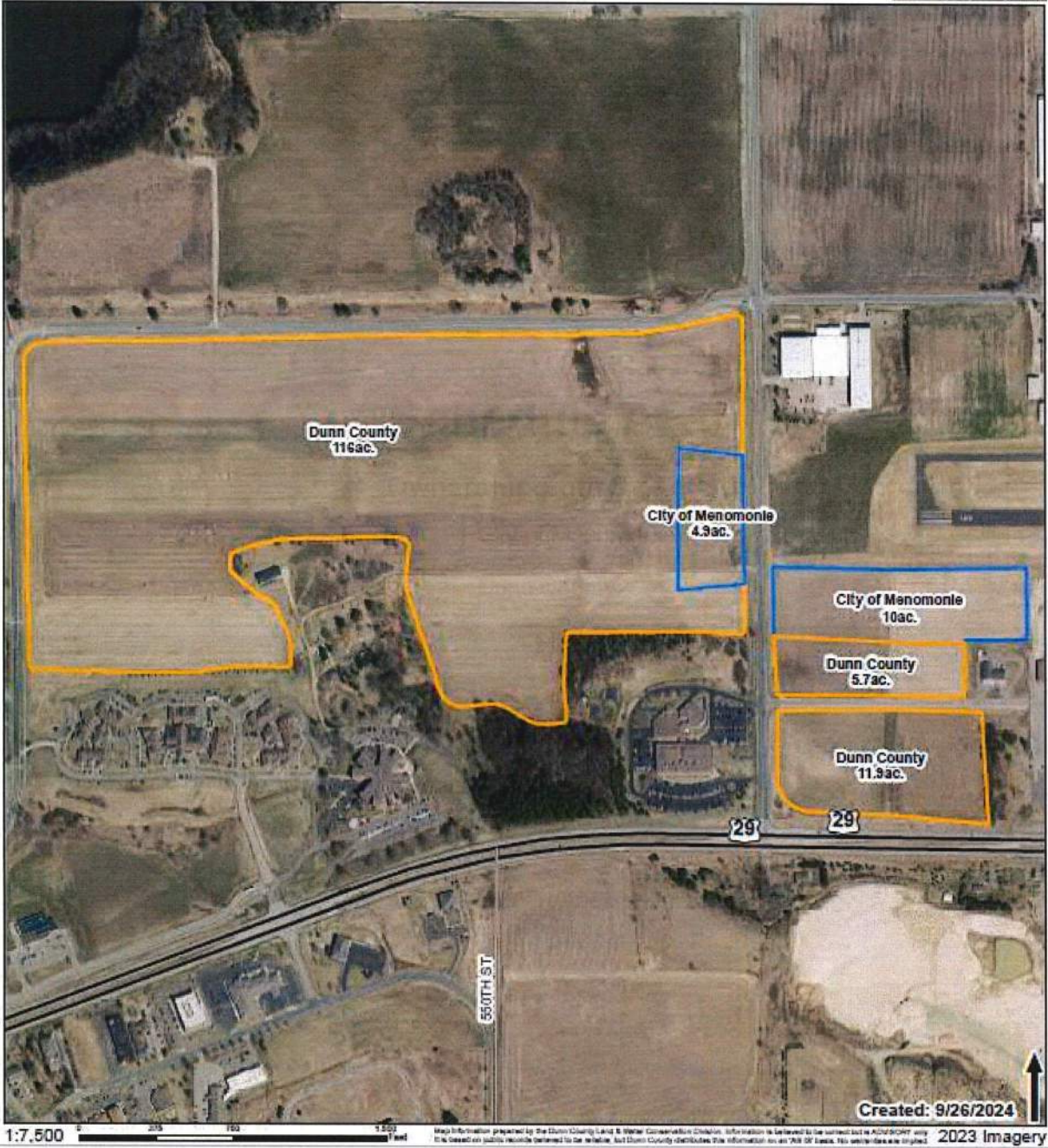
SCHEDULE A



Schedule A

Ownership Entity

- City of Menomonie
- Dunn County



SCHEDULE B

Permitted Crops and Rotation

A general rotation of Corn-Soybeans-Small Grain will be followed on all of the fields except the two established check strips with approximately one third of the acreage planted to each crop each year. Planting, meeting the Wisconsin NRCS 329 Residue and Tillage Management, No Till/Strip Till/Direct Seed Standard will be used in all fields each year, except on the two existing check strips. Cover Crops will be established following Wisconsin NRCS 340 Cover Crop Standard (See the Soil Health Partnership Document in Schedule D).

SCHEDULE C

Payment Schedule 2025-2035

TOTAL – Annual Rent to City \$55/Acre x 15 Acres = \$825/Year

Payment due on or before April 1 each Lease Year.

SCHEDULE D

Dunn County Soil Health Partnership Team

Dunn County University of Wisconsin – Division of Extension (“Extension”); Dunn County Land and Water Conservation Division (“LWCD”); Natural Resources Conservation Service (“NRCS”); Chippewa Valley Technical College (CVTC); staff, students, guests of the partnership agencies.

“Enhancing soil health is one of the most important things we can do for this and for future generations. That’s because enhancing soil health allows us to simultaneously address so many of our most pressing natural resource needs. It allows us to address water quality, farm profitability, resilience to extreme weather, economic risk, wildlife needs, and many others.” Wayne Honeycutt, Ph.D., Deputy Chief for Science and Technology of the USDA Natural Resources Conservation Service

“The nation that destroys its soil destroys itself. The soil is indispensable. Heedless wastage of the wealth which nature has stored in the soil cannot long continue without the effects being felt by every member of society.” Henry A. Wallace, U.S. Secretary of Agriculture, 1936.

Outline for proposed rental of Dunn County and City of Menomonie owned farmland

1) Our Goals

- i) Demonstrate Soil and Water Conservation Best Management Practices for the Dunn County community, residents of The Neighbors and surrounding communities.
- ii) Provide an opportunity for Soil and Water Conservation Education, On-Farm Research and Field Demonstrations.
- iii) Showcase how Dunn County can be a leader in Soil Health and related outreach.

2) Proposed Benefits

- i) Heightened awareness of limited and no tillage practices and use of cover crops as effective Soil and Water Conservation practices.
- ii) Demonstrate potential for increased crop yields utilizing fewer inputs, including commercial fertilizer application, fuel for implements, etc.
- iii) Demonstrate increased water efficiency and improve water quality within Red Cedar Watershed.
- iv) Reduce impact of off-site movement of soil, runoff and erosion control of farmland.

3) Proposed crop rotation for 2025 and beyond

a) Fields west of Stokke Pkwy:

- i) 2025 Crop Year – approximately 1/3 corn, 1/3 soybeans, 1/3 small grains.
 - (a) Fall - is preferred timeframe for soil sampling to provide adequate time to plan, purchase and apply nutrients for next crop year.
 - (b) Winter - Evaluate nutrient level of soils by conducting grid soil sampling (CVTC students).

b) Fields east of Stokke Pkwy:

- (a) These fields are currently divided in 4 somewhat equal sized fields and follow a rotation of corn, soybeans, small grain, and full season cover.
- (b) Determine crops to be grown and practices to be used based on soil sample results and recommendations (Partnership).

- (c) Determine possible on-farm research to be conducted, field demonstrations and outreach opportunities (Partnership).
- (d) Planting, harvesting, management of crops (CVTC)
 - 1. Machinery leased to CVTC by local implement dealers.
- (e) Late Summer, Fall - cover crop application via no-till drill or aerial (CVTC, LWCD, NRCS)
 - 1. Provide interim protection to the soil between regular cropping intervals.

*It is intended that the Soil Health Partnership Team will continue to meet and guide the management of the Leased Land during the Term of the lease. The Soil Health Partnership Team will report progress to The Neighbors Committee of the Dunn County Board of Supervisors on an as needed basis.



City of Menomonie
Eric M. Atkinson

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

TO: Mayor Knaack & Common Council

FROM: Administrator Atkinson

SUBJECT: Fund Balance Policy

DATE: February 27, 2025

ATT: Fund Balance Policy

In preparation for borrowing for capital improvement projects (CIP) for 2025 and 2026, the City Administration consulted with Ehlers (the City's financial advisors). Ehlers recommended establishing a fund balance policy. The policy aims to set a defined benchmark for the fund balance to ensure adequate cash flow to maintain business before tax payments and various state aids are received. The other purpose is demonstrating a commitment towards financial management for our credit rating agency, S&P Global. S&P Global has established our credit rating, which is currently A+. The City Administration aims to increase the credit rating to AA-. According to an S&P Global report in March of 2021, "about 71% of Wisconsin municipalities and counties are highly rated ('AA-' or above), and 29% are rated 'A+' or below." Increasing the credit rating could result in savings for the City's debt service—both long and short-term.

If the council supports the policy, the appropriate action is a motion to *Approve the Fund Balance Policy as presented.* (simple majority)

Fund Balance Policy

205.1 PURPOSE

This policy establishes guidelines for the general fund and unassigned fund balance to improve and maintain the City's financial stability. It also protects the City from unforeseen or unbudgeted situations, sudden changes in revenue or spending requirements, natural disasters, major infrastructure failures, and unexpected litigation. In addition, the policy ensures adequate liquid resources to finance the City's operations.

This policy establishes a minimum target fund balance of 15% of the subsequent year's budgeted expenditures with a long-term goal of 20%.

205.2 DEFINITIONS - FUND BALANCE CLASSIFICATIONS

Fund Balance: Fund balance is a measure of the financial resources available in a governmental fund.

Non-spendable Fund Balance: An amount comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently non-spendable, such as, but not limited to, inventories, prepaid items, and long-term receivables, such as advances.

Restricted Fund Balance: An amount comprised of funds that have legally enforceable constraints placed on their use that are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance: An amount comprised of unrestricted funds used for specific purposes according to constraints imposed by formal action of the Common Council for the City of Menomonie and remain binding unless removed by the Common Council by subsequent formal action. The formal action to commit a fund balance must occur before December 31st; however, the specific amount committed can be determined in the following fiscal year. A committed fund balance cannot be a negative number.

Assigned Fund Balance: An amount comprised of unrestricted funds constrained by the City of Menomonie's intent to use them for specific purposes but that do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, the assigned fund balance represents the remaining amount that is not specified or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the City of Menomonie's intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.

Unassigned Fund Balance: Residual amounts in the General Fund not reported in any other classification. Unassigned amounts in the General Fund are technically available for

City of Menomonie

Policy Manual

Fund Balance Policy

expenditure. An unassigned fund balance will occur only in the General Fund or other funds when a negative fund balance cannot be eliminated by reducing restricted, committed, or assigned fund balances.

205.3 MINIMUM FUND BALANCE AND RESERVES

General Fund Working Capital:

The City of Menomonie will strive to maintain a minimum unassigned General Fund Balance of 15% of the subsequent year's budgeted expenditures (excluding capital outlay/projects) for working capital, which will avoid issuing short-term debt to meet the cash flow needs of the current operating budget during the time between significant collection of primary revenue sources such as property taxes.

If the unassigned General Fund Balance exceeds the minimum unassigned General Fund balance policy (15%) and reaches 20%, the excess balance may be used for the following:

- Fund one-time items
- Transferred to capital projects to fund additional projects
- Reduce future borrowings
- Provide temporary advancements to Tax Increment Districts

Excess fund balance will not be used to fund ongoing operational costs. The Common Council shall approve any usage or transfer of excess funds above the minimum policy.

If the unassigned General Fund Balance is calculated to be less than the minimum requirement at the end of any fiscal year, the City will attempt to replenish the General Fund to an amount equal to the minimum fund balance policy.

205.4 POLICY REVIEW

The City of Menomonie should conduct an annual review of the sufficiency of the minimum unassigned General Fund balance level.



City of Menomonie
Eric M. Atkinson

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

TO: Mayor Knaack & Common Council

FROM: Administrator Atkinson

SUBJECT: 2025-2029 Capital Improvement Projects

DATE: February 22, 2025

ATT: 2025-2029 Capital Improvement Projects Tables by Departments

Attached to this memorandum are the proposed 2025-2029 Capital Improvement Project Tables by individual departments for your review and consideration. Additionally, the Administration requests your attention to the columns for the year 2025 and the year 2026. Those columns represent the proposed projects and estimated costs for possible funding through notes, bonds, grants, and other monetary sources. The following information represents a quick summation of projects and corresponding expenditures for the next two years:

<i>Department</i>	<i>Project Description</i>	<i>2025</i>	<i>2026</i>	<i>Funding Source</i>
IT	Virtual Server Replacement	\$28,000		G.O. Notes
Police Department	Three Replacement Patrol Vehicles	\$210,000		G.O. Notes
	IT Equipment Replacement	\$35,000		G.O. Notes
	Three Replacement Patrol Vehicles		\$210,000	G.O. Notes
	E-Bikes for Patrol		\$11,000	G.O. Notes
	Utility Truck Replacement	\$60,000		G.O. Notes
Fire Department	Rescue Boat	\$60,000		G.O. Notes
	Refurbished Ambulance		\$320,000	G.O. Notes
	Repair Pine Avenue Project (Approved 2024)	\$1,052,000		G.O. Notes/Bonds, ARPA Funds, and DOT
Community Services	Replacement Compaction Equipment	\$6,000		G.O. Notes
	Replace Decorative Street Lighting	\$25,000		G.O. Notes
	Two Pickle Ball Courts	\$86,300		G.O. Notes
	Replace Point Comfort Boat Launch & Dock	\$360,000		G.O. Notes
	Replace Sign Machine		\$30,000	G.O. Notes
	Replace Snow Plow Blade		\$45,000	G.O. Notes



City of Menomonie

Eric M. Atkinson

Administrator
800 Wilson Avenue
Menomonie, WI 54751
715232-2221

atkinsone@menomonie-wi.gov

	Lake Bank Trail & Dock		\$75,000	TID #15
Library	Replacement Roof	\$100,000		G.O. Notes & Library Foundation
Water Utility	Well #9 Design/Build	\$11,000,000		SDW Loan, Utility Revenue Bond, and CDBG (note yet applied)
	Update Equipment WTP #4, #6, and #8	\$200,000		Utility Funds
Wastewater Utility	Point Comfort Lift Station Repair	\$295,000		Wastewater Utility Replacement Fund
	DAF Facility	\$5,200,000		Funded by ConAgra
City Hall	Northside Landscaping	\$50,000		G.O. Notes or TID 15

Total Recommended CIP Borrowing for 2025-2026: **\$2,657,300**

If the Council supports the projects as presented, the Administration will collaborate with our financial advisors at Ehlers to seek funding options. If the Council endorses that action, the appropriate motion is to *Authorize the City Administration to work with Ehlers to seek funding options for the recommended 2025-2026 Capital Improvement Projects as presented.* (simple majority)

2025-2029
Information Technology
Capital Improvement Plan

Project Description	Project Year					Funding Source
	2025	2026	2027	2028	2029	
Replacement of Virtual Server Environment	\$28,000					G.O. Notes
Replacement of Core Network Switch			\$17,000			G.O. Notes
Replacement for Backup Network Servers				\$11,000		G.O. Notes

2025-2029
Police Department
Capital Improvement Plan

Project Description	Project Year					Funding Source
	2025	2026	2027	2028	2029	
Three Replacement Patrol Vehicles (includes equipemtn and changeover expenses)	\$210,000					G.O. Notes
Information Technology & Computer Replacement	\$35,000					G.O. Notes
Three Replacement Patrol Vehicles (includes equipemtn and changeover expenses)		\$210,000				G.O. Notes
Electric Patrol Bicycles			\$11,000			G.O. Notes
Police Facility			\$32,000,000			Referendum
Radio Equipment Replacement for WISCOM Compliance/Infrastructure			\$250,000			G.O. Notes
Three Replacement Patrol Vehicles (includes equipemtn and changeover expenses)				\$210,000		G.O. Notes
Office/IT Equipment Replacement				\$50,000		G.O. Notes
Electronic Control Weapons				\$151,000		G.O. Notes
Three Replacement Patrol Vehicles (includes equipemtn and changeover expenses)					\$210,000	G.O. Notes

2025-2029
Fire Department
 Capital Improvement Plan

Project Description	Project Year					Funding Source
	2025	2026	2027	2028	2029	
Utility Pickup Replacement	\$60,000					G.O. Notes
Rescue Boat	\$60,000					G.O. Notes
Storage Shed	\$30,000					G.O. Notes
Refurbished Ambulance		\$320,000				G.O. Notes
Radio Equipment Replacement for WISCOM Compliance/Infrastructure			\$90,000			G.O. Notes

2025-2029
Community Services
Capital Improvement Plan

Project Description	Project Year					Funding Source
	2025	2026	2027	2028	2029	
Pine Avenue Repair Project	\$1,052,000					G.O. Notes/Bonds & Supplemented by the DOT & ARPA Funds
Replacement Compaction Equipment	\$6,000					G.O. Notes
Replace Decorative Street Lighting	\$25,000					G.O. Notes
Two Additional Pickleball Courts	\$86,300					G.O. Notes
Replace Point Comfort Boat Launch & Dock	\$360,000					G.O. Notes
Replace Sign Machine		\$30,000				G.O. Notes
Replace Snow Plow Blade		\$45,000				G.O. Notes
Lake Bank Trail & Dock		\$75,000				TID #15
Replacement Tool Cat			\$50,000			G.O. Notes
Replace Riding Lawn Mower			\$30,000			G.O. Notes
Replacement Paint Vehicle			\$300,000			G.O. Notes
Replacement One-ton Truck			\$80,000			G.O. Notes
Replacement Playground Equipment			\$300,000			G.O. Notes
Refurbish Phelen Park Bathrooms			\$100,000			G.O. Notes
Replacement Tandem Truck #1				\$310,000		G.O. Notes
Replacement Wheel Loader					\$350,000	G.O. Notes

2025-2029
Community Services
 Capitial Improvement Plan

Replacement Wheel Loader					\$350,000	G.O. Notes
Replacement Tandem Patrol Truck #2					\$310,000	G.O. Notes
Replacement One-ton Truck					\$80,000	G.O. Notes
Replacement Batwing Mower					\$18,000	G.O. Notes
Replacement Half-ton Truck					\$55,000	G.O. Notes
Replacement Grader					\$315,000	G.O. Notes
Replacement Spraypatcher					\$320,000	G.O. Notes
Replacement Crackfiller					\$85,000	G.O. Notes
Replacement Tractor with Box Blade					\$90,000	G.O. Notes
Replacement Riding Lawn Mower #3					\$30,000	G.O. Notes

2025-2029
Inspections
Capital Improvement Plan

Project Description	Project Year					Funding Source
	2025	2026	2027	2028	2029	
Truck for Asst. Building Inspector			\$50,000			G.O. Notes

2025-2029
Library
Capital Improvement Plan

Project Description	Project Year					Funding Source
	2025	2026	2027	2028	2029	
Replacement Roof	\$100,000					G.O. Notes

2025-2029
Water Utility
Capital Improvement Plan

Project Description	Project Year					Funding Source
	2025	2026	2027	2028	2029	
Well #9 Design/Building	\$11,000,000					Safe Drinking Water Loan/Grant, Utility Revenue Bond, and Community Development Block Grant (not yet applied for)
Update Equipment WTP #4, #6 & #8	\$200,000					Utility will pay for it and spread out over 2025 through 2029
Replace Filter Media, WTP #4				\$85,000		TBD
Replace Filter Media, WTP #6				\$85,000		TBD
Refurbish Interior Coatings of Filter Tanks at Well #8				\$625,000		TBD
Refurbish Exterior Pipe and Filter Coatings at WTP #6					\$100,000	TBD

2025-2029
Wastewater Utility
 Capital Improvement Plan

Project Description	Project Year					Funding Source
	2025	2026	2027	2028	2029	
Point Comfort Lift Station Repair	\$295,000					Wastewater Utility Replacement Fund
DAF Facility (Funded by ConAgra)	\$5,200,000					Funded by ConAgra
Cedar Avenue & Riverside Drive Lift Station			\$150,000			Wastewater Utility Replacement Fund
Waste Treatment Plant Phase #3 Construction			\$2,500,000			Clean Water Fund Grant/Loan

2025-2029
Leisure Services Center
Capital Improvement Plan

Project Description	Project Year					Funding Source
	2025	2026	2027	2028	2029	
Replace Turbine-Style Roof Vents & Motor in the Gymnasium			\$30,000			G.O. Notes

2025-2029
City Hall
 Capital Improvement Plan

Project Description	Project Year					Funding Source
	2025	2026	2027	2028	2029	
City Hall North Landscaping	\$50,000					G.O. Notes/Possible TID
Security Cameras			\$38,000			G.O. Notes
Elevator Rehabilitation			\$300,000			G.O. Notes
Geothermal Well Pump Replacement				\$5,000		G.O. Notes
Low Room Replacement				\$40,000		G.O. Notes/Possible TID
High Roof Replacement				\$170,000		G.O. Notes/Possible TID

2025-2029
Solid Waste Site
 Capital Improvement Plan

Project Description	Project Year					Funding Source
	2025	2026	2027	2028	2029	
Concrete pad installation, electrical service installation and shelter			\$75,000			G.O. Notes
Asphalt Resurfacing					\$160,000	G.O. Notes

City of Menomonie, WI

Estimated Debt Service and Capitalization Schedules

\$2,770,000 General Obligation Promissory Notes 2025A

Year	Principal	Rate	Interest	Total P&I	Levy 5 Years	Levy 10 Years	Levy 20 Years	Water 20 Years	Storm Water 20 Years	Sewer 5 Years
2025										
2026	165,000	3.65%	169,264	334,264	144,764	57,437	79,181	34,046	11,350	7,486
2027	235,000	3.65%	107,875	342,875	144,378	62,368	77,640	34,363	12,638	11,490
2028	240,000	3.70%	99,298	339,298	144,815	60,725	76,363	33,815	12,455	11,125
2029	245,000	3.75%	90,418	335,418	140,005	59,060	80,068	33,260	12,270	10,755
2030	255,000	3.80%	81,230	336,230	140,130	57,373	78,568	37,698	12,083	10,380
2031	115,000	3.90%	71,540	186,540		60,663	77,048	36,938	11,893	
2032	120,000	3.95%	67,055	187,055		58,713	75,488	36,158	16,698	
2033	130,000	4.00%	62,315	192,315		61,738	78,908	35,368	16,303	
2034	130,000	4.10%	57,115	187,115		59,538	77,108	34,568	15,903	
2035	135,000	4.15%	51,785	186,785		57,283	80,263	33,748	15,493	
2036	85,000	4.20%	46,183	131,183			78,188	37,918	15,078	
2037	85,000	4.25%	42,613	127,613			76,088	36,868	14,658	
2038	90,000	4.40%	39,000	129,000			78,963	35,805	14,233	
2039	90,000	4.50%	35,040	125,040			76,543	34,705	13,793	
2040	95,000	4.60%	30,990	125,990			79,068	33,580	13,343	
2041	100,000	4.65%	26,620	126,620			76,308	37,430	12,883	
2042	105,000	4.75%	21,970	126,970			78,518	36,035	12,418	
2043	110,000	4.80%	16,983	126,983			80,430	34,610	11,943	
2044	115,000	4.85%	11,703	126,703			77,070	33,170	16,463	
2045	125,000	4.90%	3,063	128,063			76,838	35,858	15,368	
Totals	\$2,770,000		\$1,132,057	\$3,902,057	\$714,091	\$594,895	\$1,558,641	\$705,936	\$277,258	\$51,236

Issue Summary

Key Dates

Dated Date: 6/1/2025
First Interest Payment: 11/1/2026
First Principal Payment: 5/1/2026

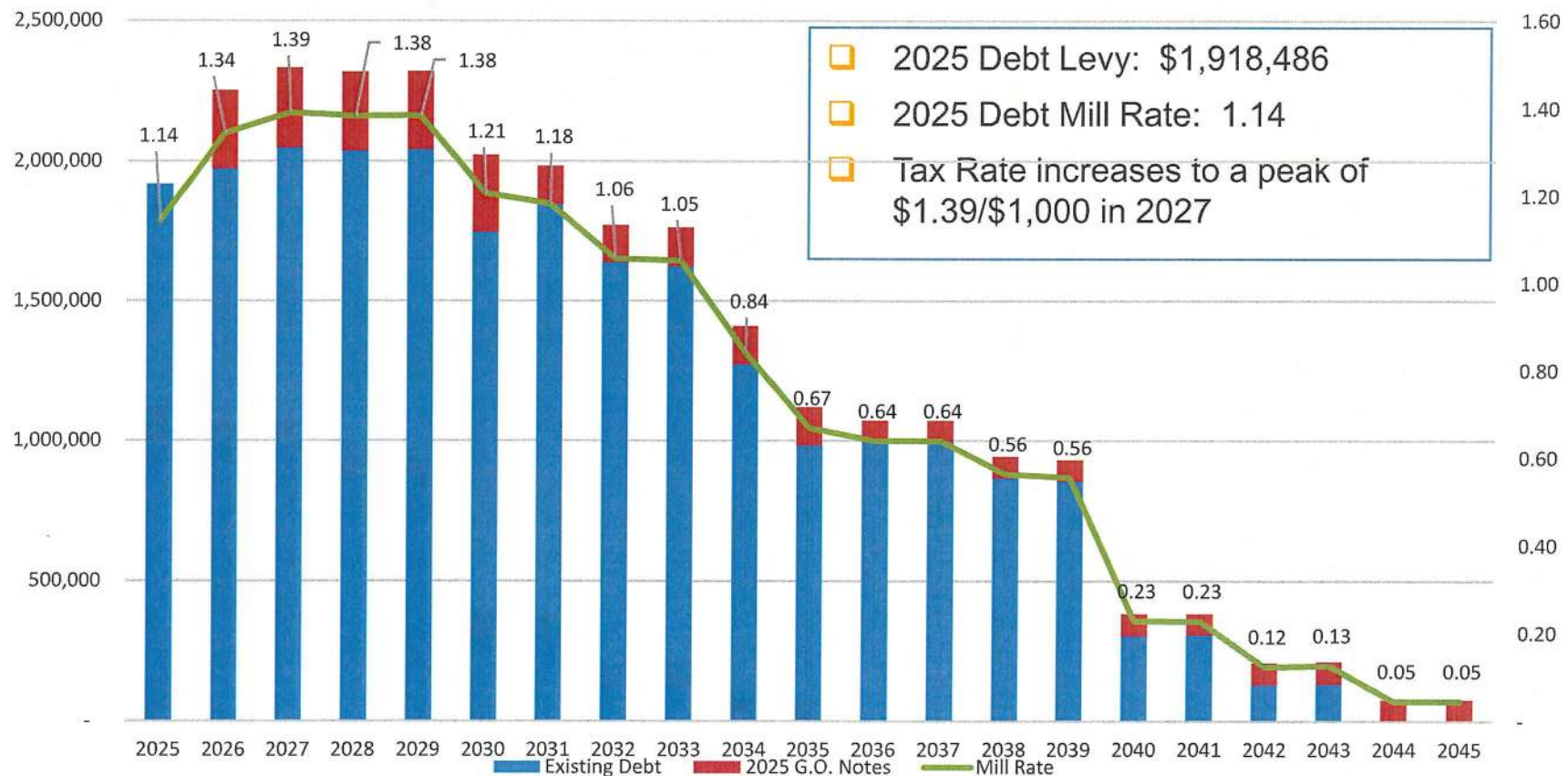
Projected Interest Rates

Assuming Current G.O. BQ "A+" Market Rates + 50 bps

True Interest Cost (TIC): 4.50%
All Inclusive Cost (AIC): 4.91%

Sources and Uses	Total	Levy 5 Years	Levy 10 Years	Levy 20 Years	Water 20 Years	Storm Water 20 Years	Sewer 5 Years
Par Amount of Notes	2,770,000	630,000	475,000	995,000	450,000	175,000	45,000
Total Sources	\$2,770,000	\$630,000	\$475,000	\$995,000	\$450,000	\$175,000	\$45,000
Underwriter's Discount (1.250%)	34,625	7,875	5,938	12,438	5,625	2,187	563
Costs of Issuance	77,300	17,581	13,255	27,766	12,558	4,884	1,256
Deposit to Project Fund	2,656,886	603,000	456,000	956,088	432,251	165,474	44,093
Rounding Amount	1,188	1,544	(193)	(1,272)	(434)	2,455	(912)
Total Uses	\$2,770,000	\$630,000	\$475,000	\$995,000	\$450,000	\$175,000	\$45,000

Estimated Debt Service Levy and Projected Tax Rate (Scenario 1 - Useful Life)



Naomi Cummings

As a resident of Menomonie since 1980, I love this town and am deeply committed to our community. I raised a family of five kids here and have a deep appreciation of all the rivers, lakes, and nature that surrounds us. I received a degree from UW-Stout in Non-Profit Management in 2010, and held the position of Executive Director at The Bridge to Hope for twelve years, until my retirement. I then became the Food Coordinator for Thursday's Table for a year, until I retired for good! I care passionately about our environment, and trees and plants in particular. I have had a plot at the Community Garden for the past four years, and also have extensive perennial flower beds at home as well as fruit trees and berries. I recently read "Nature's Best Hope," and learned how absolutely vital native plants are to the insects and birds that make Wisconsin their home. This summer I started digging up and replacing imported plants and replaced them with native varieties. I am currently taking the Citizen Journalism class at UW-Stout and plan to write feature articles on our community and environment. I think the work that this Board focuses on is critical as we move forward into the future and I would like to contribute whatever I can to its success.

2024 Claims

Northern Lake Services

Description

Water Lab Services

3-Mar-25

Total Invoice

\$2,245.00

Amt Overdrawn

\$2,245.00

2024 Parking Utility Claims

Description

Total Invoice

Parking
Total

\$0.00

2/27/28

PRE-DEVELOPMENT AGREEMENT

This **PRE-DEVELOPMENT AGREEMENT** (this “Agreement”) is entered into effective as of the _____ day of February, 2025 (“Effective Date”), by and between the City of Menomonie, a Wisconsin municipal corporation located in Dunn County, Wisconsin (the “City”), and Balloonist, LLC, a Delaware limited liability company (the “Developer”) for property in Dunn County (the “Property”). The City and the Developer may be referred to individually as a “Party” and collective as the “Parties”.

RECITALS

WHEREAS, the Developer is contemplating the development of the Property in accordance with the applicable state, county and municipal laws; and

WHEREAS, the City agrees to timely review the conceptual plans and applications associated with the potential development of the Property, including the Property’s possible annexation and re-zoning, without expense to the City’s taxpayers if the project fails to move forward; and

WHEREAS, the Developer has indicated that it would not undertake the project without certain public improvements and incentives, which the City and the Developer are considering and negotiating.

AGREEMENT

NOW, THEREFORE, in consideration of the following covenants, the Parties agree as follows:

1. Recitals. The terms and provisions of the above recitals are hereby incorporated by reference.
2. Development Applications and Plans; Reimbursement of Costs.
 - a. The Developer plans to, either directly or indirectly through the existing Property owners, submit a petition for annexation, an application to rezone the Property, as well as other petitions and applications for the development of the Property, and continue the negotiation of potential agreements governing the project with the City (collectively, the “Development Applications”). The City plans to explore the possible amendments to its Tax Incremental Financing District # 18 (“TID”) in order to fund public improvements and incentives for the project.
 - b. The Developer hereby understands and agrees to reimburse the City for certain, specific costs incurred by the City relating to the Development Applications and the amendments to the TID. Attached as Exhibit A is a list of anticipated costs and expenses to be incurred in connection with the Development Applications and the TID (collectively, the “Costs”). The Costs for potential reimbursement by the Developer to the City under the terms of this Agreement shall not exceed \$200,000.00 (the “Maximum Amount”). In other words, the maximum amount of Costs the Developer may have to pay under the terms of this Agreement shall not exceed the Maximum Amount of \$200,000.00. To the extent the City incurs Costs in excess of the Maximum Amount or expenses outside of the scope of the Costs (and the Parties to this Agreement do not subsequently negotiate an agreement requiring the Developer to pay such costs), then the City must pay for such expenses without reimbursement from the Developer. The Costs shall not include charges for time spent by City employees working on the Development Applications or amendment of the

TID. The Cost shall not include the City attorney's time negotiation a TID Development Agreement, but may include other legal expenses related to the Development Applications.

- c. In connection with the negotiation and performance of this Agreement, the City represents, warrants, and covenants that it has complied and will continue to comply with all applicable anti-corruption laws, rules, and regulations, including by using any funds provided by the Developer. Said funds shall be used solely for the purposes stated in Exhibit A and not in any way, directly or indirectly, that would constitute a violation of any applicable anti-corruption laws.

3. Deposit. Upon execution of this Agreement, the Developer shall deposit One Hundred Thousand Dollars (\$100,000.00) ("Deposit") with the City Treasurer to pay for the Costs. If at any time the Deposit becomes insufficient to pay for the Costs incurred by the City, the City shall provide written demand to the Developer, in accordance with Section 7, for additional funds which the Developer shall deposit, not more frequently than monthly, in amounts of approximately Fifty Thousand Dollars \$50,000.00 (each an "Additional Deposit"), but only up to and not exceeding the Maximum Amount. Should the Developer terminate the Agreement, the City shall remit any portion of the Deposit or Additional Deposit(s) that remains unexpended after paying any and all outstanding invoices for the Costs.

4. Invoices. The City shall submit invoices related to the Costs on a monthly basis to the Developer for the reimbursement of eligible Costs from the Deposit. All of the City invoices must include sufficient detail and supporting documentation to substantiate all fees and expenses charged to the Developer. The Developer shall have fifteen (15) days from receipt of invoices for the Costs to identify any discrepancies or non-reimbursable Costs and provide notice to the City of such disputed amounts ("Notice of Disputed Costs"). The City shall have fifteen (15) days upon receiving such Notice of Disputed Costs to correct any discrepancy, submit additional information, or remove such disputed Costs from the invoice. Failure to timely respond to a Notice of Disputed Costs may result in the delay of reimbursement or non-payment of the Costs identified in the Notice of Disputed Costs. If there is no Notice of Disputed Costs given to the City by the Developer within fifteen (15) days from receipt of invoices for the Costs, the City may reimburse itself for the Costs from the Deposit or from an Additional Deposit if applicable.

5. Performance Subject to Required Government Approvals and Government Action. The Developer acknowledges that the various undertakings of the Developer in relation to the project require approval of the City's Plan Commission, the City's Common Council, and the Joint Review Board. The Developer understands the City cannot assure that all such approvals will be obtained and the Parties agree this Agreement does not obligate the City to approve annexation of the Property, rezoning of the Property, amendments to the TID, a water and sewer agreement, or a TID development agreement.

6. Termination. The Parties agree this Agreement shall either, (i) terminate upon the execution of a tax increment financing development agreement or (ii) be terminated by the Developer, at its sole and absolute discretion, upon providing the City notice of such termination ("Termination"). The City shall provide, within thirty (30) days of Termination, a final invoice for those Costs incurred prior to the Termination of this Agreement, which may be disputed in accordance with Section 4. Within sixty (60) days of Termination under this Section 6, the Developer shall reimburse the City's Costs up to the Maximum Amount.

7. Notices. All notices and communications given pursuant to this Agreement shall be in writing and shall be (a) mailed first class, United States mail, postage prepaid, certified with return receipt requested, and addressed to the Parties as listed below, or (b) by electronic mail with a copy being sent first class, United States mail, postage prepaid, certified with return receipt requested. If the notice is given by mail or electronic mail, the notice shall be deemed to have been given on the second Business Day after the notice is deposited in the United States mail, properly addressed to the Party, with postage prepaid.

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

with a copy to: Weld Riley, S.C.
 Attn: Benjamin D. Ludeman
 P.O. Box 1030
 Eau Claire, WI 54702-1030
 bludeman@weldriley.com

to the Developer:

 Balloonist, LLC
 c/o Quarles & Brady LLP
 Attn: Douglas Buck
 33 E. Main Street, Suite 900
 Madison, WI 53703
 Douglas.Buck@quarles.com

8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter contained in this Agreement.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

10. Governing Law. This Agreement is made and executed under and in all respects is to be governed and construed by the laws of the State of Wisconsin without regard or application of any choice of law doctrines or principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

CITY:

City of Menomonie, a Wisconsin municipal corporation

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

DEVELOPER:

Balloonist, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

Annexation Application Review

Rezoning Application Review

TID #18 Amendment Preparation or Creation of New TID and Project Plan

Water and Sewer Agreement Preparation/Review

TID Development Agreement Preparation/Review

Site Plan Review

Stormwater Management Plan Review

Traffic Impact Analysis Review

Corporate Boundary Revision