



CITY OF MENOMONIE COUNCIL MEETING AGENDA

Menomonie City Hall
800 Wilson Avenue
1st Floor, City Council Chambers
7:00pm
Monday – October 6, 2025

Pledge of Allegiance

1. Roll Call
2. Approval of Minutes
3. Public Hearing:
 - a) Public Hearing regarding Ordinance 2025-07, an Ordinance rezoning certain lands along Midway Road from Agriculture (A) to Restricted Industrial (I-1).
4. Public Comments (other agenda items only).
5. Old Business:
 - a) Ordinance 2025-07, an Ordinance rezoning certain lands along Midway Road from Agriculture (A) to Restricted Industrial (I-1) – discussion, possible waiver of 1st Reading, possible waiver of 2nd Reading, and possible adoption.
6. New Business:
 - a) Proposed Fire Protection and Emergency Medical Services Agreement between the City of Menomonie and the Menomonie Rural Fire/Emergency Medical Services District for the term of January 1, 2026 to December 31, 2030 – discussion and possible action.
 - b) Review of the Recreation Department 2026 revised fee schedule – discussion and possible action.
 - c) Award of Solid Waste Site Refuse and Recycling Hauling Bid for the term of January 1, 2026 to December 31, 2030 – discussion and possible action.
 - d) Award of Evans Lane Sanitary Sewer Cure-In-Place-Pipe Quote – discussion and possible action.
 - e) Proposed 2026 Safety and Health Consulting Agreement with Keeping Safety Simple, LLC – discussion and possible action.

- f) Proposed Ordinance 2025-09, an Ordinance amending Title 14, Chapter 4 of the City Code to decrease the minimum lot area and lot width for lots served by public sewer – discussion, introduction and possible referral to the Plan Commission.
 - g) Clarify membership of the Ad-Hoc Housing Committee – discussion and possible action.
 - h) Authorization to submit WisDOT STP-Urban, STP-Local, MSID, MSIS and TAP Grant Applications – discussion and possible action.
 - i) Proposal to add three (3) additional firefighter/paramedic positions to the Menomonie Fire Department – discussion and possible action.
- 7. Budget Transfers
 - 8. Mayor’s Report
 - 9. Communications and Miscellaneous Business
 - 10. Claims
 - 11. Licenses
 - a) Normal license list – discussion and possible action
 - 12. Adjourn

“PUBLIC ACCESS”

NOTE: Members of the public may 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 **837 0206 1428**. 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 715-232-2221.



CITY OF MENOMONIE COUNCIL MEETING

STAFF COMMENTS

Monday – October 6, 2025

2. Approval of Minutes

Draft minutes from the City Council Meeting on September 8, 2025, are enclosed. If the Council concurs, the appropriate motion would be **Approve the Minutes from the September 22, 2025, City Council Meeting** (simple majority).

3. Public Hearing

- a) There will be a public hearing regarding Ordinance 2025-07, an Ordinance rezoning certain lands along Midway Road from Agriculture (A) to Restricted Industrial (I-1). On October 1, GFL submitted a letter withdrawing its Request for Rezoning a copy of which is attached hereto. A public hearing before the City Council was previously scheduled and publicly noticed and will proceed.

5. Old Business

- a) Due to GFL's withdrawal of the Request for Rezone, there is no action needed regarding Proposed Ordinance 2025-07. Proposed Ordinance 2025-07 will not be adopted. The parcel will remain in the Agriculture (A) District.

6. New Business

- a) Enclosed is the proposed Fire Protection and Emergency Medical Services Agreement between the City of Menomonie and the Menomonie Rural Fire/Emergency Medical Services District for the term of January 1, 2026 through December 31, 2030. The current agreement is set to expire on December 31, 2025. The new agreement will provide for steady revenue increases for Menomonie Fire Department Services. Chief Dennis Klass will be present to answer questions that the City Council might have. If the City Council supports the agreement, the appropriate action would be a **Motion to Approve the Fire Protection and Emergency Medical Services Agreement between the Menomonie Rural Fire/Emergency Medical Services District and the City of Menomonie for the Period of January 1, 2026 through December 31, 2030.** (simple majority vote).



CITY OF MENOMONIE COUNCIL MEETING

STAFF COMMENTS

Monday – October 6, 2025

- b) Enclosed is a memorandum from Recreation Manager Mitch Stai to increase Recreation Department program rates for 2026. The justification for the request is an increase in staff wages, facility rent, and program supplies. The last increase in program rates occurred in 2023. The Recreation Advisory Board recommended approval of the rate increases at their September 2, 2025, meeting. Recreation Manager Mitch Stai will be present to answer Council questions. If the Council supports the rate increase, the appropriate action is a ***Motion to Approve the Recommended Recreation Department Program Rates, as Presented, to Go Into Effect on January 1, 2026.*** (simple majority).
- c) Enclosed is a memorandum from Environmental Services Coordinator Megan Hines regarding the City Solid Waste Site Refuse and Recycling Hauling agreement for the term of January 1, 2026 to December 31, 2030. The current agreement is set to expire on December 31, 2025. City Staff solicited unit price proposals and received three (3) on September 30. The low proposal was from GFL Solid Waste Midwest, LLC (formerly Menomonie Disposal, our long term provider). If the City Council supports accepting the low proposal, the appropriate action would be a ***Award the 2026-2030 Solid Waste Site Refuse & Recycling Hauling Contract to GFL Solid Waste Midwest LLC as presented*** (roll call vote).
- d) Enclosed is a memorandum regarding the Evans Lane sanitary sewer CIPP lining. City Staff solicited unit prices proposals and received two (2) on October 1. The low proposal was from Visu-Sewer, LLC. If the City Council supports accepting the low proposal, the appropriate action would be a ***Award the Evans Lane CIPP proposal from Visu-Sewer at a cost of \$41,887.50*** (roll call vote).



CITY OF MENOMONIE COUNCIL MEETING

STAFF COMMENTS

Monday – October 6, 2025

- e) Enclosed is a memorandum regarding the 2026 Safety and Health Consulting Agreement with Keeping Safety Simple, LLC. City Staff recommend continuing this agreement. If the City Council concurs, the appropriate motion would be **Approve the 2026 Safety and Health Consulting Agreement with Keeping Safety Simple, LLC at a cost of \$21,000** (roll call vote).
- f) Enclosed is a memorandum regarding decreasing minimum lot area and lot width in the Single Family Residential (R-1) District. The Ad-Hoc Housing Committee reviewed this proposal and recommended approval. City Staff have prepared Ordinance 2025-09. If the City Council is willing to consider this Ordinance amendment, the appropriate motions would be **Introduce Proposed Ordinance 2025-09, an Ordinance Reducing Single Family Residential Minimum Lot Sizes** (no vote) and **Refer Proposed Ordinance 2025-09, an Ordinance Reducing Single Family Residential Minimum Lot Sizes, to the Plan Commission for Review and Recommendation** (simple majority). If these motions are approved, Proposed Ordinance 2025-09 would be reviewed at the October 27 Plan Commission meeting and the November 3 City Council meeting, which will include a public hearing.
- g) At the September 30, 2025 Ad-Hoc Housing Committee meeting a question arose regarding whether the Mayor is a voting member of the Ad-Hoc Housing Committee. City Staff suggest that the City Council should clarify. If the City Council concurs, the appropriate motion would be **Clarify that the Mayor is a voting member of the Ad-Hoc Housing Committee** (simple majority).
- h) Enclosed is a memorandum regarding upcoming WisDOT Grant Applications. Public Works Director David Schofield will be on hand to present the memorandum and answer any questions that the City Council might have. If the City Council concurs the appropriate motion would be **Authorize City Staff to submit the WisDOT STP-Urban, STP-Local, MSID, MSIS and TAP Grant Applications, as presented** (simple majority).



CITY OF MENOMONIE COUNCIL MEETING

STAFF COMMENTS

Monday – October 6, 2025

- i) Enclosed is a memorandum from Fire Chief Dennis Klass regarding staffing levels within the Fire Department. Chief Klass will be on hand to present the memorandum and answer any questions that the City Council might have. Additional information will be provided prior to the meeting.

7. Budget Transfers

The Police Department has proposed an intra-fund budget transfer for attendance at the National 2026 IACP Officer Health & Wellness Conference.

The Building Inspection Department has proposed budget transfer from contingency for the purchase of updated computer equipment. A required update to Windows 11 creates the need to replace a computer.

If City Council concurs, the appropriate motion would be to ***Approve the Budget Transfers, as Presented*** (roll call vote).

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

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



CITY OF MENOMONIE COUNCIL MEETING

STAFF COMMENTS

Monday – October 6, 2025

9. Licenses

No license applications have been received as of this writing.

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



CITY OF MENOMONIE COUNCIL MEETING

OFFICIAL COUNCIL PROCEEDINGS

A regular meeting of the City Council of the City of Menomonie, Dunn County, Wisconsin, was held in open session on September 22, 2025, and called to order by Mayor Knaack at 7:04 p.m. in the City Council Chambers. The following members were present: Luther, Sutherland, Yonko, Pickard, Schwebs, Gentz, Solberg, Brennan, and Erdman. Crowe and Sommerfeld were absent.

MOTION made by Erdman, seconded by Brennan, and carried unanimously to approve the minutes of the September 8, 2025, council meeting.

PUBLIC HEARING – None

PUBLIC COMMENTS – Ron Larson spoke in support of agenda item 4 (a). Brittany Williams and Michelle Rugland were present for any questions related to agenda item 9 (b). Johanna Kellner was present to inquire if agenda item 4 (b) had any relation to the proposed data center.

ORDINANCE - MOTION was made by Luther to INTRODUCE Ordinance 2025-08, an ordinance amending portions of Section 6-1-12 relating to ATV and UTV routes within the City of Menomonie and the hours of operation for ATVs and UTVs within the City of Menomonie. MOTION was made by Sutherland, seconded by Solberg, and carried to waive the first reading of Ordinance 2025-08. Pickard, Yonko, and Brennan were opposed. MOTION was made by Gentz, seconded by Erdman, and carried to waive the second reading of Ordinance 2025-08. Pickard, Yonko, and Brennan were opposed. MOTION was made by Luther, seconded by Sutherland and carried on roll call vote to ADOPT Ordinance 2025-08. Pickard, Yonko, and Brennan were opposed.

MOTION was made by Schwebs, seconded by Pickard, and carried to approve SPA Properties, LLC's Proposed Certified Survey Map on 59th Street NE, as presented. Erdman was opposed.

MOTION was made by Schwebs, seconded by Gentz, and carried unanimously on roll call vote to approve the purchase of a 2026 Freightliner M2-106 from Premier Truck Group at a cost of \$166,939.

BUDGET TRANSFERS – None

COMMUNICATIONS AND MISCELLANEOUS BUSINESS – Pickard expressed her concern over the community's behavior regarding the data center and urged that we maintain civility; Yonko expressed her appreciation to the community members that have been vocal in their stance on the proposed data center and shared that the common council remains committed to listening to their constituents; Sutherland reported that it is Homecoming week at the high school and

the Mustangs football team will be playing Memorial High School at Stout, 7pm on Friday; Luther expressed gratitude for the folks who came out to oppose the proposed data center; Erdman shared that he was impressed with the blasting at Point Comfort Park this past week; Brennan brought forth a proposed motion to pass a resolution of no confidence in Mayor Knaack and City Attorney Ludeman reported that the motion does not stand because it was not an agenda item; Solberg expressed her disapproval of the statements made by Brennan and spoke in support of the leadership of Mayor Knaack; Gentz appreciates the work that the Mayor Knaack has put into the community, but called for more transparency in the decision-making process with city projects; Schwebs spoke in opposition to Brennan's vote of no confidence in Mayor Knaack; Sutherland expressed his opposition to Brennan's claim that agenda items brought forth do not include council members; Mayor Knaack announced that he drafted a memo last week to direct the City Administrator to contact Balloonist, LLC and inform them that the City is not currently interested in pursuing a tax increment district or development agreement and that the issue of the data center is now on pause.

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

SEPTEMBER 22, 2025 CLAIMS

COLFAX MESSENGER	\$979.51
EAU CLAIRE BUSINESS EXTERIORS	\$89.00
EAU CLAIRE BUSINESS EXTERIORS	\$3,754.66
EO JOHNSON	\$502.05
NEENAH FOUNDRY	\$195.79
NORTH CENTRAL LABORATORIES	\$220.28
REALIVING	\$600.00
STERLING WATER INC	\$104.95
VERIZON WIRELESS	\$3,160.17
USA BLUE BOOK	\$560.88
US POSTAL SERVICE	\$272.25
WALMART (CAPITAL ONE)	\$49.32
24/7 TELECOM	\$2,133.85

TOTAL	\$12,622.71
PARKING UTILITY CLAIMS	
CLANCY SYSTEMS	\$350.00
CLANCY SYSTEMS	\$1,900.00
PARKING TOTAL	\$2,250.00

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

LICENSE YEAR – 2025-2026

TEMPORARY CLASS “B” BEER LICENSE& “CLASS B” WINE LICENSE:

Greater Menomonie Area Chamber of Commerce, 1125 N Broadway St
Business After Hours – Menomonie Market Food Co-op, 814 Main St E
10/20/2025

CABARET LICENSE:

The Yard WI, LLC – 2002 Midway Road

MOTION was made by Erdman, seconded by Brennan, and carried to waive the rules to allow Brittany Williams & Michelle Rugland to answer questions presented by council regarding the new establishment. MOTION was made by Pickard, seconded by Yonko, and carried unanimously to approve the issuance of a Class B Combination License (Class “B” Beer and “Class B” Liquor) to The Yard WI, LLC for The Yard at 2002 Midway Road, as presented, contingent upon the sale closing.

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

Kate Martin, City Clerk



MEMORANDUM

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

TO: Mayor Knaack & City Council

FROM: David Schofield, Director of Public Works

SUBJECT: Proposed Ordinance 2025-07 – Rezoning of Certain Lands Along Midway Road

DATE: October 6, 2025 City Council Meeting

GFL Solid Waste Midwest, LLC previously submitted a Request for Rezoning from Agriculture (A) to Restricted Industrial (I-1) for a parcel southwest of their existing facility at 1620 Midway Road.

On September 8, the City Council introduced Proposed Ordinance 2025-07 for the proposed rezoning and referred it to the Plan Commission for review and recommendation.

On September 29, the Plan Commission reviewed Proposed Ordinance 2025-07 and unanimously recommended rejection.

On October 1, GFL submitted a letter withdrawing its Request for Rezoning a copy of which is attached hereto.

A public hearing before the City Council was previously scheduled and publicly noticed and will proceed.

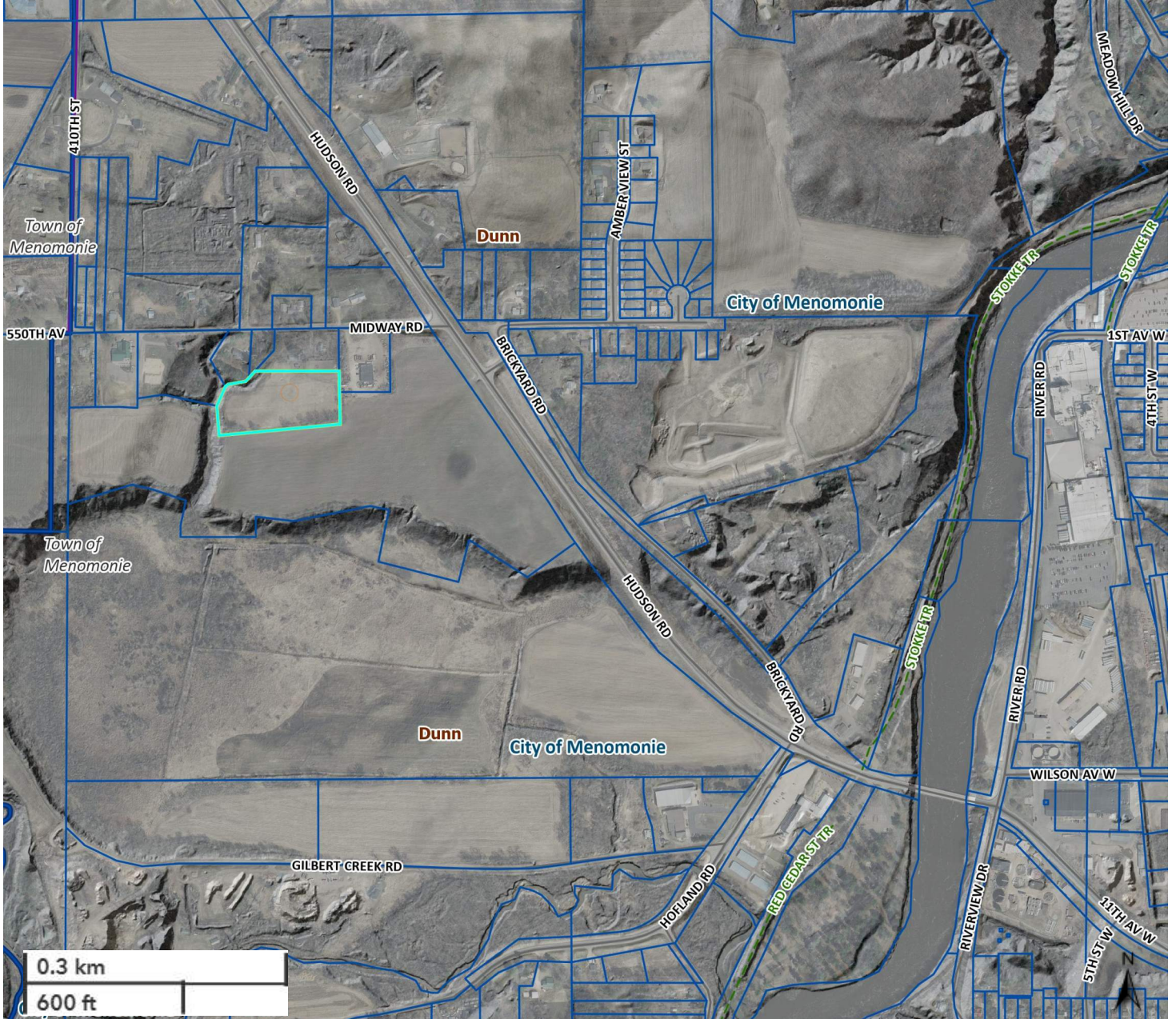
Due to GFL's withdrawal of the Request for Rezone, there is no action needed regarding Proposed Ordinance 2025-07. Proposed Ordinance 2025-07 will not be adopted. The parcel will remain Agriculture (A) District.

Attachments:

- Location Map
- October 1, 2025 GFL withdrawal letter

GFL Request for Rezone

Created by:





October 1, 2025

VIA EMAIL (dschofield@menomonie-wi.gov)
City of Menomonie
Attn: David Schofield, P.E., Director of Public Works
City of Menomonie
800 Wilson Ave.
Menomonie, WI 54751

RE: Withdrawal of Rezoning Application for Parcel No. 1725122813272300003, GFL Solid Waste Midwest LLC

Dear Mr. Schofield and Members of the City Council:

GFL Solid Waste Midwest LLC ("GFL") writes to respectfully withdraw from the City Council's consideration the rezoning application submitted by GFL and dated August 25, 2025, for the above-listed parcel. In that application, GFL sought to rezone the above parcel from the A-Agricultural District to the I-1 Restricted Industrial District. GFL further requests that the City Council table any decision on the rezoning at the meeting scheduled for October 6, 2025.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mark W. Vinall", written over a horizontal line.

Mark W. Vinall, General Manager II
GFL Environmental



MEMORANDUM

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

TO: Mayor Knaack & Common Council

FROM: Eric Atkinson, Administrator

SUBJECT: Fire Protection & Emergency Medical Services Agreement

DATE: September 30, 2025

ATTACHMENTS: Agreement

A proposed agreement was reached between the Menomonie Rural Fire/Emergency Medical Services District (District) and the City of Menomonie (CoM). The agreement period is January 1, 2026, through December 31, 2030. This agreement will require the District to increase its contributions for services over the course of five years, up to a maximum of 30% of the Fire Department's Annual Budget. City administration recommends approving this agreement.

Chief Dennis Klass will be present to answer questions about the agreement.

If the Council supports the agreement, the appropriate action is a ***Motion to Approve the Fire Protection and Emergency Medical Services Agreement between the Menomonie Rural Fire/Emergency Medical Services District and the City of Menomonie for the Period of January 1, 2026, through December 31, 2030.*** (majority vote)

FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT

This FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT (this "**Agreement**") is made and entered into this 1st day of January, 2026 (the "**Effective Date**"), by and between the City of Menomonie, a Wisconsin municipal corporation (the "**City**"), and the Menomonie Rural Fire/Emergency Medical Services District (the "**District**"). The City and the District may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the District was created in 1958 under an intergovernmental agreement to provide fire protection and emergency medical services to residents of the initial members;

WHEREAS, as of the Effective Date, the District consists of the Towns of Dunn, Menomonie, Lucas, Sherman, Tainter, Red Cedar, Spring Brook, Weston, and the Village of Knapp;

WHEREAS, the City currently has the ability to provide fire suppression, rescue operations, and Hazardous Materials incident response (collectively the "**Fire Services**") and emergency medical services (the "**EMS Services**") (the Fire Services and EMS Services shall collectively be referred to as the "**Services**") through the City of Menomonie Fire Department (the "**Fire Department**");

WHEREAS, the District and the City have contracted in the past for the City to provide the District with the Services through the Fire Department;

WHEREAS, the District and the City wish to enter into a new agreement for the City to provide the Services for the District through the Fire Department; and

WHEREAS, this Agreement is entered into pursuant to Wis. Stats. §§ 60.55(1)(a); 62.13(8); and 66.0301(3).

NOW, THEREFORE, in consideration of the foregoing recitals and definitions which are hereby incorporated into this Agreement, and of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term and Termination. The term of this Agreement shall be for a period of five (5) years beginning on the Effective Date (the "**Term**"). This Agreement may be terminated: (i) at any time upon mutual written agreement between the Parties; or (ii) by either Party providing the other Party at least eighteen (18) month's written notice of its intent to terminate this Agreement. In the event this Agreement is terminated prior to the end of the Term, any amounts owed to the City shall be prorated to the date of termination of this Agreement.

2. District Fire Response Area. The District's Fire Response area currently covers approximately 225.97 square miles as shown on the 2020 Dunn County Fire District Map attached

hereto as Appendix A (the “***District Fire Response Area***”). Any additions to the District Fire Response Area must first be approved by the City prior to any Services being provided. The agreement between member municipalities of the District allow for a member municipality to leave or be removed from the District under certain circumstances. In the event a member municipality is no longer part of the District, the District Fire Response Area and the District EMS Response Area and the service fees charged to the District for Fire and EMS service shall be reduced proportionately.

3. District EMS Response Area. The District’s EMS Response area currently covers approximately 234.99 square miles as shown on the 2020 Dunn County Ambulance District Map attached hereto as Appendix B (the “***District EMS Response Area***”). Any additions to the District EMS Response Area must first be approved by the City prior to any Services being provided.

4. Services. The City shall provide through the Fire Department, the Fire Services to the District in the District Fire Response Area, and the EMS Services to the District in the District EMS Response Area. The City agrees it shall faithfully and to the best of its ability provide the Services to the District on 24-hour and 7 days a week basis as personnel and equipment allow. Any Services provided pursuant to this Agreement shall be provided in compliance with all state laws and regulations including, but not limited to, all requirements as set forth in Wisconsin Administrative Code SPS 314 and SPS 330. The City shall use all reasonable efforts to maintain sufficient staffing to provide response times for services consistent with standards of other similarly situated departments.

5. Additional Services. In addition to the Services, the City shall provide fire inspection and public education services to the District pursuant to the requirements of SPS Chapter 314, Subchapter II, of the Wisconsin Administrative Code.

6. Fire Protection Class Notification. The City agrees it shall consult with the District prior to any proposed action the City or Fire Department may take which can reasonably be expected to impact the Insurance Services Fire Protection Class in the District Fire Response Area, or which may impact the City’s ability to provide the Services to the District.

7. Fire Department Staffing. Subject to Section 4 above, the City and the Fire Department shall be solely responsible for the administration, operation, management, hiring, firing, and budget of the Fire Department.

8. Priority Calls. The Parties understand and acknowledge that in the event the Fire Department receives multiple calls for Services at the same time the Fire Department shall respond to calls based on the severity of each call received.

9. Equipment Ownership. Except as provided in Section 10 of this Agreement, each Party shall acquire, own, maintain, and replace their own apparatus and equipment as needed. Any apparatus and equipment purchased by the District shall be used by the Fire Department while providing the Services to the District. A list of current apparatus and equipment owned by the City and by the District is attached hereto as Appendix C (collectively the “***Equipment***”) and shall be updated by the Parties when new Equipment is purchased and/or existing Equipment is retired.

10. 1999 Freightliner Costs. The Parties acknowledge a 1999 Freightliner fire engine currently designated as Engine 2 ("**Engine 2**") was cooperatively purchased between the Parties with the City paying for sixty percent (60%) and the District paying forty percent (40%) for Engine 2 and all associated equipment on Engine 2. The Parties agree any future maintenance or equipment purchases related to Engine 2 shall be split between the parties with the City paying for sixty percent (60%) and the District paying forty percent (40%) of such costs.

11. Equipment Storage. The City shall store the Equipment at its fire stations located at 116 Main Street West in the City of Menomonie and 2417 Wilson Street in the City of Menomonie (collectively the "**Fire Stations**"). The City and the District acknowledge the City is the sole owner of the Fire Stations and the District does not have any ownership interest in the Fire Stations.

12. Servicing of Equipment. Except as provided in Section 10 of this Agreement, each Party shall be responsible for the cost of servicing its own Equipment. In the event any of the Equipment owned by the District needs to be repaired or replaced which costs \$5,000.00 or less, the Parties agree the City may have said Equipment be repaired or replaced and bill the costs of the repair to the District as provided in Section 16 of this Agreement. In the event such repair or replacement exceeds \$5,000.00, the City must first obtain approval in writing from the District President or District Vice President. The District acknowledges if it fails to repair District Equipment necessary for the Fire Department to provide the Services, the Fire Department is not obligated to provide any equipment owned by the City to respond to calls within the District Fire Response Area.

13. Equipment Not Meeting Standards. The Fire Department shall not use any District Equipment which does not meet National Fire Protection Association ("**NFPA**") and/or Department of Transportation ("**DOT**") standards until said Equipment is repaired or replaced and meets both the NFPA and DOT standards. Except as provided in Section 12 of this Agreement, the decision to repair or replace District Equipment is at the sole discretion of the District.

14. Equipment Insurance. The City shall maintain automobile and property insurance coverages for all Equipment housed at the Fire Stations. The City, upon request shall provide the District proof of such insurance coverages and the additional insured endorsement naming the District annually by January 1st each year during the Term of this Agreement. The City shall bill the District for any insurance on the Equipment owned by the District as provided in Section 16 of this Agreement.

15. City Insurance. The City shall maintain general liability insurance and shall include the District as an additional insured for the Term of this Agreement and any extensions thereto. The City shall also maintain any other insurance policies which are required by law, including, but not limited to, workers compensation.

16. Budget, Billing, and Payments. The Parties acknowledge the District should be paying for 30% of the Fire Department's annual budget, but are currently paying for 8%. As such, the District shall increase the amount of the Fire Department's annual operating budget the District

pays each year by 4.4% until it reaches 30%. Any billing as required by this Agreement shall be done as follows:

- a. *Annual Fire Services Fee.* Billing for the Fire Services provided each year pursuant to this Agreement shall be invoiced by the City to the District by April 30th each year and shall be calculated by using the annual operating budget from two years prior utilizing the formulas as shown on Appendix D which is attached hereto. The District shall pay the invoice for the Fire Services on or before October 15th of each year. The District shall be solely responsible for billing individual property owners for any fire suppression costs which the individual property owner may be responsible for.
- b. *EMS Services Billing.* Billing for the EMS Services provided each year pursuant to this Agreement shall be invoiced by the City to the District on a Per Capita basis by July 31st of each year based on the current population numbers within the District EMS Response Area for each municipality of the District, which shall be provided by the clerk of each Municipality of the District to the City no later June 30th each year.
- c. *Equipment and Insurance Billing.* All billing for any purchase, maintenance, or insurance of District owned Equipment which is not paid for by the District shall be paid for by the City and then invoiced to the District. The District shall pay the City within sixty (60) days of receipt of said invoice.
- d. *Solely Hazardous Materials Incident Response Billing.* All billing for any matter which is solely a Hazardous Materials incident response shall be billed by the City directly to the individual or entity responsible for the incident.
- e. *Solely Special Rescues Billing.* All billing for any matter which is solely a special rescues response shall be billed by the City directly to the individual or entity responsible for the incident.
- f. *Third-Party Billing.* All invoices the Fire Department receives by third-party entities which were requested by the Incident Commander to assist the Fire Department with fire suppression or scene safety within the District Fire Response Area shall immediately be paid by the District.

17. SPS 2% Fire Dues Distribution. Pursuant to Wis. Stat. § 101.575 (6)(b) fire dues received under Wis. Stat. § 101.573 (the “2% **Dues**”) shall only be used as provided in Wis. Stat. § 101.575 (6) (a). The District shall collect all 2% Dues paid to the members of the District which shall be retained by the District and utilized pursuant to Wisconsin Statute.

18. Mutual Aid. Nothing contained in this Agreement shall prevent the City and the Fire Department from entering into a mutual aid agreement with another municipality so long as the City and Fire Department remain able to provide the Services to the District as provided in this Agreement.

19. Indemnification. Subject to the limitations set forth in Wis. §§ 895.483, 895.52 and 893.80, each Party shall indemnify the other Party and its officers and employees from any claim, including claims for attorney's fees, due to the negligence or other fault of its own officers, employees, agents, and representatives arising out of or resulting from the rendering of Services under this Agreement. The Parties shall give to each other prompt and reasonable notice of any such claims or actions and the other Party shall have the right to investigate, compromise, and defend the same.

20. Employee Claims. The employees of City and District shall be covered by their employing municipality for purposes of workers' compensation, under Ch. 102, Wisconsin Statutes, unemployment insurance, and benefits under Ch. 40, Wisconsin Statutes. All Parties waives subrogation rights they may have against any party for claim payments under Ch. 201, Wisconsin Statutes.

21. 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: Menomonie Fire Department
 Attn: Chief Denny Klass
 2417 Wilson Street
 Menomonie, WI 54751
 dklass@menomonie-wi.gov

To the District: Menomonie Rural Fire/Ambulance District
 Attn: Cheryl Miller
 E6990 720th Avenue
 Menomonie, WI 54751
 clerk@redcedar.gov

22. Invalid Provisions / Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed that such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining covenants, restrictions, and provisions hereof shall remain in full force and effect and

any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable, and enforceable.

23. Assignment. This Agreement may not be assigned unless agreed upon by both Parties in writing.

24. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the Services. All previous agreements relating to the subject matter of this Agreement shall be superseded by this Agreement, which shall be binding on the Parties hereto upon execution by the Parties. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing signed by both Parties.

25. Jurisdiction and Venue. The laws of the State of Wisconsin shall govern this Agreement and any amendments executed thereto. Venue for all legal proceedings arising out of this Agreement, or any breach thereof, shall be exclusively in the Circuit Court of Dunn County, Wisconsin.

26. Counterpart and Facsimile Signatures. This Agreement may be executed in two or more counterparts, all of which counterparts together shall constitute one agreement, and an executed agreement sent by facsimile, email, or other electronic means is as valid as the original.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Fire Protection and Emergency Medical Services Agreement to be executed on the date(s) below and be effective as of the Effective Date.

City of Menomonie, a Wisconsin municipal corporation

By: _____

Name: Eric Atkinson

Its: City Administrator

Dated: _____, _____, 2025

Attest:

By: _____

Name: Catherine Martin

Its: City Clerk

Dated: _____, _____, 2025

Menomonie Rural Fire/Ambulance District

By: Forrest Johnson

Name: Forrest Johnson

Its: President

Dated: 9-23, _____, 2025

Attest:

By: Cheryl L. Miller

Name: Cheryl Miller

Its: Secretary/Treasurer

Dated: September 23, _____, 2025

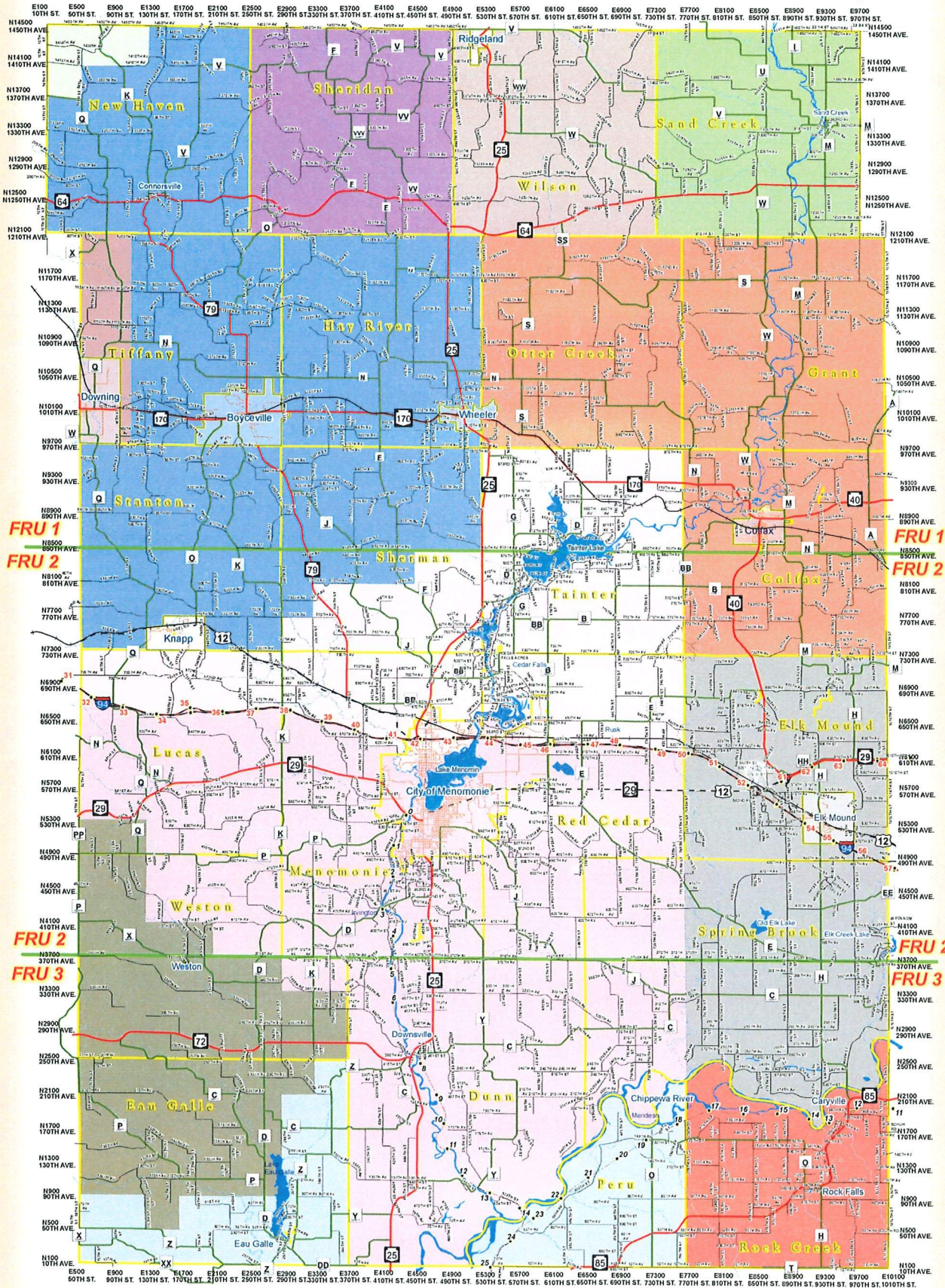
APPENDIX A

[attached]

- 2020 Fire Districts**
- | | | | |
|-----------------|----------------|----------------------|-----------------|
| BOYCEVILLE FIRE | DURAND FIRE | MENOMONIE FIRE STA 1 | ROCK CREEK FIRE |
| CLEAR LAKE FIRE | ELK MOUND FIRE | MENOMONIE FIRE STA 2 | SAND CREEK FIRE |
| COLFAX FIRE | ELMWOOD FIRE | PRAIRIE FARM FIRE | |
| | GLENWOOD FIRE | RIDGELAND FIRE | |



2020 Fire District Map



0 3 6 12 18 24 Miles

Revision Date: 1/15/2020 rns



APPENDIX B

[attached]

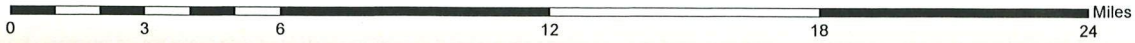
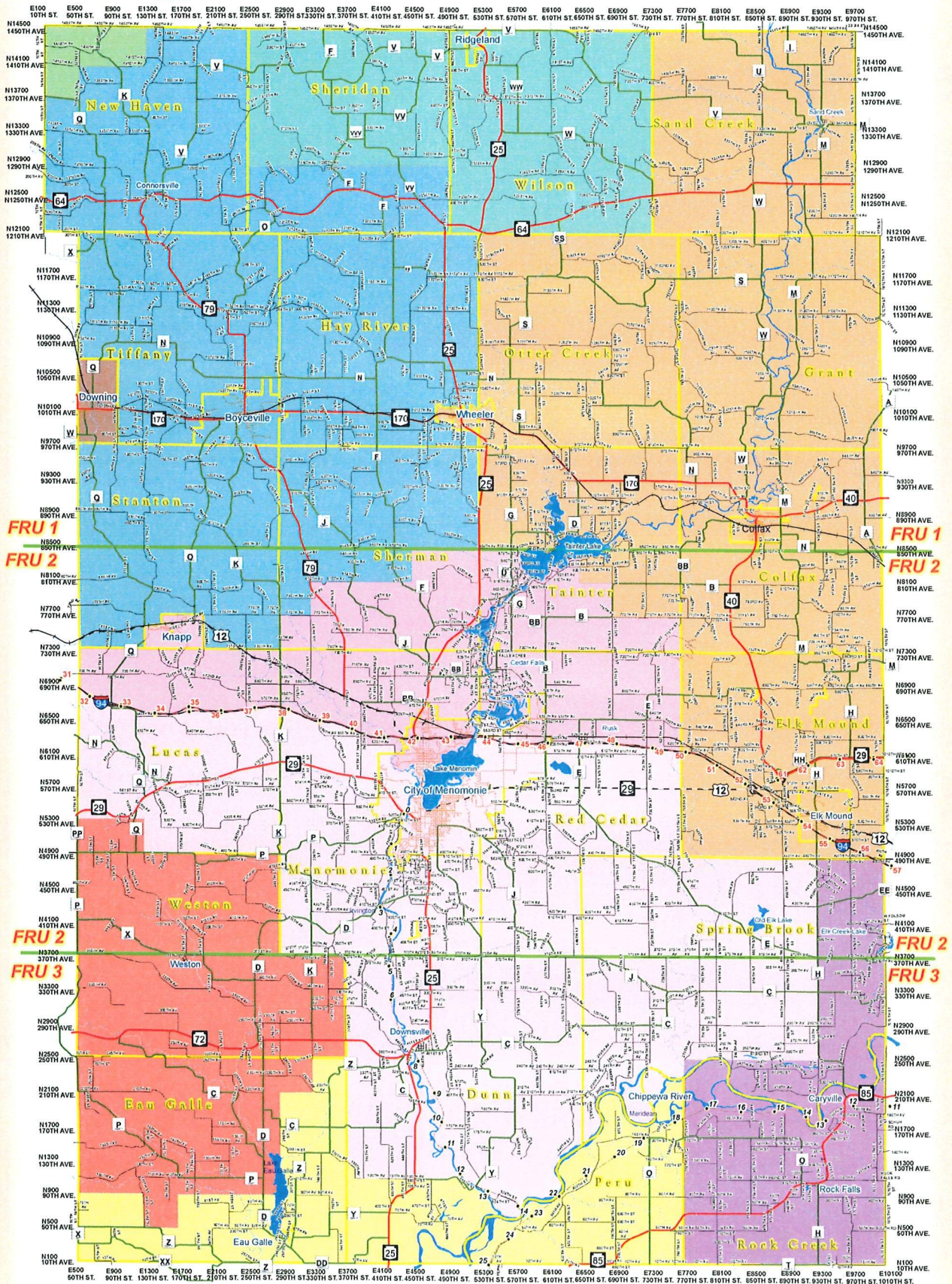
Legend

2020 Ambulance Districts

■ DALLAS AMB	■ GLENWOOD CITY AMB
■ BOYCEVILLE AMB	■ DURAND AMB
■ CLEAR LAKE AMB	■ ECFD AMB
■ COLFAX AMB	■ MENOMONIE AMB STA 1
■ ELMWOOD AMB	■ MENOMONIE AMB STA 2



2020 Ambulance District Map



APPENDIX C

[attached]

APPENDIX D

[attached]

APPENDIX D

YEAR	TOTAL DUE	EMS (per capita) PAYMENT	FIRE SERVICES FEE
2026	12.4% of the 2024 Fire Department Annual Budget	EMS per capita = \$30	Total Due - EMS
2027	16.8% of the 2025 Fire Department Annual Budget	EMS per capita = \$35	Total Due - EMS
2028	21.2% of the 2026 Fire Department Annual Budget	EMS per capita = \$40	Total Due - EMS
2029	25.6% of the 2027 Fire Department Annual Budget	EMS per capita = \$45	Total Due - EMS
2030	30.0% of the 2028 Fire Department Annual Budget	EMS per capita = \$50	Total Due - EMS

Example: The 2024 Fire Department Annual Budget was \$4,721,674.

2026 Total Due = \$4,721,674 x 12.4% = \$585,487.58

2026 EMS (per capita) \$30/capita x 11,000* population = \$330,000.00

2026 Fire Services Fee = Total Due less EMS payment = \$255,487.58

*For purposes of the example, the 2026 District EMS Response Area is 11,000.



MEMORANDUM

Mitch Stai, Recreation Manager
mstai@menomonie-wi.gov
715-232-1664

TO: Mayor Knaack and City Council

FROM: Mitch Stai, Recreation Manager

SUBJECT: Recreation Department Program Rates

DATE: September 29, 2025

ATTACHMENTS: N/A

The Recreation Department would like to increase program rates for 2026. The reason for the request is due to the increase in staff wages, facility rent, and program supplies. Rates for Recreation Programming were previously increased for 2023 programs.

- Recreation Programming: +\$3.00 per program. For example, Flag Football would go from \$31.00 to \$34.00 for City residents and from \$53.00 to \$56.00 for Non-City residents.
- Birthday Party Package: \$200.00 (Currently \$150.00)
- Adult Volleyball League: \$225.00 (Currently \$200.00)
- Leisure Services Center Building Supervisor Rate: \$20.00/hr. (Currently \$9.00/hr.)
- Wakanda Waterpark Party Room Rental: \$100.00 (Currently \$85.00)

The proposed rates were recommended to the City Council by the Recreation Advisory Board at the September 2, 2025 meeting. The rates will go into effect January 1, 2026 if approved by the City Council.



MEMORANDUM

Megen Hines, Environmental Program Coordinator
mhines@menomonie-wi.gov
715-232-2221 Ext. 1005

TO: Mayor Knaack & City Council

FROM: Megen Hines, Environmental Program Coordinator

SUBJECT: 2026-2030 City Solid Waste Site Refuse & Recycling Hauling

DATE: October 6, 2025 City Council Meeting

The current contract for refuse and recycling hauling at the City Solid Waste Site (1601 Gilbert Creek Road) currently expires on December 31, 2025. This contract includes refuse hauling and disposal, recycling hauling and processing, and the use of several dumpsters at the City Solid Waste Site.

City Staff issued a Request for Proposals for 2026-2030 City Solid Waste Site Refuse & Recycling Hauling on August 27. City Staff sent the Request for Proposal to nine (9) solid waste haulers that work in western Wisconsin. In addition, the Request for Proposals was noticed in the Colfax Messenger on August 27 and September 3. On September 30, three (3) proposals were received. See the attached bid tabulation.

The proposals are based upon unit prices and actual 2024 hauling figures to allow for the comparison of bids. The actual payments will be based upon actual quantities of refuse and recycling hauled.

City Staff recommends accepting the low proposal from GFL Solid Waste Midwest LLC. If the City Council concurs, the appropriate motion would be ***Award the 2026-2030 Solid Waste Site Refuse & Recycling Hauling Contract to GFL Solid Waste Midwest LLC as presented*** (roll call vote).

ATTACHMENTS:

- Bid Tabulation



City of MENOMONIE

Bid Tabulation

Solid Waste Site Refuse & Recycling Hauling

City of Menomonie, Dunn County, WI

September 30, 2025

					GFL Solid Waste Midwest LLC		WM Waste Management of Wisconsin		Murtha Sanitation Inc	
Line					Menomonie, WI		Eau Claire, WI		Baldwin, WI	
Item	Item Description	Waste Type	Unit	Qty	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
2026										
1	40-YD Compactor: Round-Trip Hauling	REFUSE	EA.	79	\$ 300.00	\$ 23,700.00	\$ 300.00	\$ 23,700.00	\$ 345.00	\$ 27,255.00
2	40-YD Compactor: Tip Fee	REFUSE	TON	703	\$ 60.00	\$ 42,180.00	\$ 88.50	\$ 62,215.50	\$ 100.00	\$ 70,300.00
3	30-YD Roll-Off: Round Trip Hauling	REFUSE	EA.	54	\$ 250.00	\$ 13,500.00	\$ 200.00	\$ 10,800.00	\$ 350.00	\$ 18,900.00
4	30-YD Roll-Off: Tip Fee	REFUSE	TON	189	\$ 60.00	\$ 11,340.00	\$ 88.50	\$ 16,726.50	\$ 100.00	\$ 18,900.00
5	20-YD Enclosed Roll-Off: Round Trip Hauling	RECYCLING	EA.	49	\$ 185.00	\$ 9,065.00	\$ 200.00	\$ 9,800.00	\$ 395.00	\$ 19,355.00
6	20-YD Enclosed Roll-Off: Tip & Processing Fee	RECYCLING	TON	54	\$ 100.00	\$ 5,400.00	\$ 73.00	\$ 3,942.00	\$ 90.00	\$ 4,860.00
7	8-YD Wedge Dumpster: 3X/Week (Monthly Charge)	CARDBOARD	EA.	12	\$ 313.92	\$ 3,767.04	\$ 720.00	\$ 8,640.00	\$ 1,800.00	\$ 21,600.00
Subtotal 2026						\$ 108,952.04		\$ 135,824.00		\$ 181,170.00
2027										
1	40-YD Compactor: Round-Trip Hauling	REFUSE	EA.	79	\$ 307.50	\$ 24,292.50	\$ 309.00	\$ 24,411.00	\$ 355.35	\$ 28,072.65
2	40-YD Compactor: Tip Fee	REFUSE	TON	703	\$ 61.50	\$ 43,234.50	\$ 88.50	\$ 62,215.50	\$ 103.00	\$ 72,409.00
3	30-YD Roll-Off: Round Trip Hauling	REFUSE	EA.	54	\$ 256.25	\$ 13,837.50	\$ 206.00	\$ 11,124.00	\$ 386.25	\$ 20,857.50
4	30-YD Roll-Off: Tip Fee	REFUSE	TON	189	\$ 61.25	\$ 11,576.25	\$ 88.50	\$ 16,726.50	\$ 103.00	\$ 19,467.00
5	20-YD Enclosed Roll-Off: Round Trip Hauling	RECYCLING	EA.	49	\$ 189.62	\$ 9,291.38	\$ 206.00	\$ 10,094.00	\$ 406.85	\$ 19,935.65
6	20-YD Enclosed Roll-Off: Tip & Processing Fee	RECYCLING	TON	54	\$ 102.50	\$ 5,535.00	\$ 73.00	\$ 3,942.00	\$ 92.70	\$ 5,005.80
7	8-YD Wedge Dumpster: 3X/Week (Monthly Charge)	CARDBOARD	EA.	12	\$ 321.76	\$ 3,861.12	\$ 741.60	\$ 8,899.20	\$ 1,854.00	\$ 22,248.00
Subtotal 2027						\$ 111,628.25		\$ 137,412.20		\$ 187,995.60
2028										
1	40-YD Compactor: Round-Trip Hauling	REFUSE	EA.	79	\$ 315.18	\$ 24,899.22	\$ 318.27	\$ 25,143.33	\$ 366.01	\$ 28,914.79
2	40-YD Compactor: Tip Fee	REFUSE	TON	703	\$ 63.03	\$ 44,310.09	\$ 91.16	\$ 64,085.48	\$ 106.09	\$ 74,581.27
3	30-YD Roll-Off: Round Trip Hauling	REFUSE	EA.	54	\$ 262.65	\$ 14,183.10	\$ 212.18	\$ 11,457.72	\$ 397.83	\$ 21,482.82
4	30-YD Roll-Off: Tip Fee	REFUSE	TON	189	\$ 63.03	\$ 11,912.67	\$ 91.16	\$ 17,229.24	\$ 106.09	\$ 20,051.01
5	20-YD Enclosed Roll-Off: Round Trip Hauling	RECYCLING	EA.	49	\$ 194.36	\$ 9,523.64	\$ 212.18	\$ 10,396.82	\$ 419.05	\$ 20,533.45
6	20-YD Enclosed Roll-Off: Tip & Processing Fee	RECYCLING	TON	54	\$ 105.06	\$ 5,673.24	\$ 75.19	\$ 4,060.26	\$ 95.48	\$ 5,155.92
7	8-YD Wedge Dumpster: 3X/Week (Monthly Charge)	CARDBOARD	EA.	12	\$ 329.80	\$ 3,957.60	\$ 763.85	\$ 9,166.20	\$ 1,909.62	\$ 22,915.44
Subtotal 2028						\$ 114,459.56		\$ 141,539.05		\$ 193,634.70
2029										
1	40-YD Compactor: Round-Trip Hauling	REFUSE	EA.	79	\$ 323.07	\$ 25,522.53	\$ 327.82	\$ 25,897.78	\$ 377.08	\$ 29,789.32
2	40-YD Compactor: Tip Fee	REFUSE	TON	703	\$ 64.61	\$ 45,420.83	\$ 91.16	\$ 64,085.48	\$ 109.27	\$ 76,816.81
3	30-YD Roll-Off: Round Trip Hauling	REFUSE	EA.	54	\$ 269.22	\$ 14,537.88	\$ 218.55	\$ 11,801.70	\$ 409.77	\$ 22,127.58
4	30-YD Roll-Off: Tip Fee	REFUSE	TON	189	\$ 64.61	\$ 12,211.29	\$ 91.16	\$ 17,229.24	\$ 109.27	\$ 20,652.03
5	20-YD Enclosed Roll-Off: Round Trip Hauling	RECYCLING	EA.	49	\$ 199.22	\$ 9,761.78	\$ 218.55	\$ 10,708.95	\$ 431.62	\$ 21,149.38
6	20-YD Enclosed Roll-Off: Tip & Processing Fee	RECYCLING	TON	54	\$ 107.69	\$ 5,815.26	\$ 75.19	\$ 4,060.26	\$ 98.34	\$ 5,310.36
7	8-YD Wedge Dumpster: 3X/Week (Monthly Charge)	CARDBOARD	EA.	12	\$ 338.05	\$ 4,056.60	\$ 786.76	\$ 9,441.12	\$ 1,966.28	\$ 23,595.36
Subtotal 2029						\$ 117,326.17		\$ 143,224.53		\$ 199,440.84
2030										
1	40-YD Compactor: Round-Trip Hauling	REFUSE	EA.	79	\$ 331.14	\$ 26,160.06	\$ 337.65	\$ 26,674.35	388.39	\$ 30,682.81
2	40-YD Compactor: Tip Fee	REFUSE	TON	703	\$ 66.23	\$ 46,559.69	\$ 93.89	\$ 66,004.67	112.55	\$ 79,122.65
3	30-YD Roll-Off: Round Trip Hauling	REFUSE	EA.	54	\$ 275.95	\$ 14,901.30	\$ 225.11	\$ 12,155.94	422.06	\$ 22,791.24
4	30-YD Roll-Off: Tip Fee	REFUSE	TON	189	\$ 66.23	\$ 12,517.47	\$ 93.89	\$ 17,745.21	112.55	\$ 21,271.95
5	20-YD Enclosed Roll-Off: Round Trip Hauling	RECYCLING	EA.	49	\$ 204.20	\$ 10,005.80	\$ 225.11	\$ 11,030.39	444.57	\$ 21,783.93
6	20-YD Enclosed Roll-Off: Tip & Processing Fee	RECYCLING	TON	54	\$ 110.38	\$ 5,960.52	\$ 77.45	\$ 4,182.30	101.29	\$ 5,469.66
7	8-YD Wedge Dumpster: 3X/Week (Monthly Charge)	CARDBOARD	EA.	12	\$ 346.50	\$ 4,158.00	\$ 810.36	\$ 9,724.32	2025.26	\$ 24,303.12
Subtotal 2030						\$ 120,262.84		\$ 147,517.18		\$ 205,425.36
PROJECT BID TOTAL						\$ 572,628.86		\$ 705,516.96		\$ 967,666.50



MEMORANDUM

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

TO: Mayor Knaack & City Council

FROM: David Schofield, Director of Public Works

SUBJECT: Evans Lane CIPP Proposal

DATE: October 6, 2025 Meeting

The Wastewater Utility has proposed to install cure-in-place-pipe (CIPP) liner in two segments totaling 777 feet on, and extending from, Evans Lane near its intersection with Ingalls Road. The gasketed joints on the existing pipe are starting to fail which has led to increased maintenance efforts due to root intrusion and debris buildup.

CIPP was most recently done on Stout Road in 2023. CIPP creates, essentially, a new pipe inside of the old pipe and eliminates the need to remove and replace the roadway above the pipe.



City Staff contacted three (3) CIPP contractors and received two (2) proposals:

Visu-Sewer, LLC	Oak Grove, MN	\$41,887.50
HydroKlean, LLC	Des Moines, IA	\$45,062.40

The Director of Public Works and Wastewater Superintendent both recommend proceeding with the low proposal. If the City Council concurs, the appropriate motion would be **Approve the Evans Lane CIPP proposal from Visu-Sewer, LLC at a cost of \$41,887.50** (roll call vote).



MEMORANDUM

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

TO: Mayor Knaack & City Council

FROM: David Schofield, Director of Public Works

SUBJECT: 2026 Safety and Health Consulting Agreement

DATE: October 6, 2026 City Council Meeting

City Staff wishes to renew our safety and health consulting agreement with Keeping Safety Simple, LLC through December 31, 2026. Keeping Safety Simple, LLC has proposed to keep their contract level.

If the City Council concurs, the appropriate motion would be ***Approve the 2026 Safety and Health Consulting Agreement with Keeping Safety Simple, LLC at a cost of \$21,000*** (roll call vote).

Attachments:

- Agreement

Keeping Safety Simple, LLC

Safety and Health Consulting Agreement

This Safety and Health Consulting Agreement (this “Agreement”) is entered into as of 1/1/2026, between Keeping Safety Simple, LLC, and the City of Menomonie (the “Client”).

Client devises the services of Consultant for the purpose of assisting with the development of Client’s Safety Program and to act as a consultant for various safety and health issues, as further described below. In consideration of the agreements and covenants hereinafter set forth, the parties agree as follows:

1. Consultant’s Responsibilities; Performance of the Services. Consultant shall provide services relating to safety and health (the “Services”) as set forth on Schedule A hereto, which is hereby incorporated into and made part of this Agreement. In the event of a conflict between the terms of the Agreement and Schedule A, the terms of this Agreement shall prevail. Client acknowledges and agrees that this Agreement, including Schedule A, sets forth the sole duties, tasks and obligations of Consultant and that Client shall be solely responsible for performing all other duties, tasks and obligations that are not specifically identified in this Agreement as Consultant’s responsibility including, without limitation, the duties, tasks and obligations set forth in Section 2 below.

2. Client’s Responsibilities. As a condition to Consultant’s performance of the Services, Client shall (a) provide sufficient qualified personnel who are capable of performing Client’s duties, tasks and obligations under this Agreement; (b) provide Consultant with access to Client’s facility during Client’s normal business hours and otherwise as reasonably requested by Consultant in order to facilitate Consultant’s ability to timely perform the Services; and (c) perform such other duties and tasks as set forth on Schedule A. Client acknowledges and agrees that its failure to perform or to timely perform any of its duties or obligations under this Agreement may affect the timing, quality, and cost of Services to be provided by Consultant.

3. Compensation. Fees and Expenses. Client shall pay to Consultant the fees set forth on Schedule A for the Services rendered by Consultant.

4. Confidential Information and Work Product. Each party may disclose to the other party hereto certain information that it considers to be confidential and such information shall constitute “Confidential Information,” provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked “Confidential,” and further provided, in no event shall Confidential

Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure hereunder or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, but not less than a reasonable degree of care, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

4.2 Ownership of Proprietary Materials. Each Party is and shall remain the owner of all right, title and interest in and to such party's proprietary materials, and all copies thereof, and in and to all of the related trade secrets, copyrights, patents and all other proprietary rights. Neither party shall obtain any right or license in and to the other party's proprietary materials.

4.3 Ownership of Work Product. Upon payment of all amounts due hereunder, title to all written work product delivered by Consultant under this Agreement (the "Work Product") shall vest in Client and Client shall have the perpetual right to use, copy, distribute and make derivative works from such copies. Notwithstanding the foregoing, Consultant shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by Consultant prior to the date of this Agreement or generated by Consultant under this Agreement, including all intermediate and partial versions thereof, and all proprietary rights therein (collectively, the "Consultant Knowledge"), provided that in no event shall any of Client's Confidential Information be deemed to be included in Consultant Knowledge.

4.4 Survival. The terms of this Section 4 shall survive any termination of this Agreement.

5. Independent Contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the parties for any purpose, including but not limited to, withholding for purposes of social security or income tax, or entitlement to vacation, insurance, retirement, or other employee benefits. The relationship of the parties is that of independent contractor and Client, and is governed solely by this Agreement. Neither party is authorized to act as agent for, or otherwise on behalf of the other party, and no action by either party shall bind the other party.

6. Warranty.

6.1 Services Warranty. Consultant warrants that it shall perform the Services in a professional and workmanlike manner. In the event Consultant fails to perform any Services as provided in this agreement, Consultant's sole and exclusive obligation shall be to promptly take such action as may be reasonably necessary to correct such failure by way of further services and advice. Consultant shall not be responsible for any monetary damages for any reason, except under 6.3 below.

6.2 Exclusion of Warranties. Consultant makes no other express or implied representations or warranties with respect to the services to be performed by Consultant or any products that may result therefrom. Consultant disclaims all other express and implied warranties of merchantability and fitness for a particular purpose. Without limitation to the foregoing, Client acknowledges that Consultant has been hired for consultancy and advisory services only. Enforcement of all safety and health regulations shall be the sole responsibility of Client and shall not be the responsibility of the Consultant.

6.3 Limitation of Liability. Consultant and Client's total liability under this agreement for any cause whatsoever is limited to the amount actually paid by the Client to Consultant under this Agreement for the services that gave rise to such liability. Consultant and Client shall in no event be liable for any consequential, incidental, indirect, exemplary, punitive, special or similar damages including, without limitation, injury to person or property, loss of profits, loss of revenues, loss of data, or for cover and the like, even if Consultant has been advised of the likelihood of the occurrence of such damages.

7. Term and Termination.

7.1 Term and Termination Without Cause. This Agreement shall commence on the date set forth first above and shall remain in effect until (a) the completion of the Services, unless an earlier date is specified on Schedule A, (b) terminated by either party as provided in Section 7.2; or (c) terminated by a party without cause upon ninety (90) calendar days' prior written notice to the other party. Notice shall be given in person and/or sent certified mail to N6166 Quanstrom Drive, Bruce, WI 54819.

7.2 Termination for Default. In the event of the failure of a party to perform any material obligation under this Agreement that is not cured within thirty (30) calendar days following receipt of written notice of such failure, the non-defaulting party shall have the right to terminate this Agreement and, subject to the terms of this Agreement, seek any and all remaining rights and remedies available to it at law and in equity.

8. Risk Allocation and Insurance.

8.1 Risk Allocation.

The Consultant shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Menomonie, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City of Menomonie or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Consultant's and/or Subcontractor's acts or omissions in the performance of this agreement, unless caused by or contributed to by the negligence of the city, its officers, officials, agents, or its employees.

Additionally, the City of Menomonie shall be liable to and hereby agrees to indemnify, defend and hold harmless the Consultant and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Consultant or its employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the City of Menomonie's acts or omissions in the performance of this agreement, unless caused by or contributed to by the negligence of the Consultant or its employees.

8.2 Insurance.

The Consultant shall not commence work under this Contract, until the insurance required by the City of Menomonie has been obtained and corresponding certificate(s) of insurance have been approved by the City of Menomonie.

9. Miscellaneous.

9.1 Force Majeure. Each party shall be excused from performance under this Agreement and shall have no liability to the other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the other party by an act of God, war, civil disturbance, court order, third party performance or nonperformance, strikes, work stoppages or other cause beyond its reasonable control, and such nonperformance shall not be a default under, or grounds for termination of, this Agreement. Notwithstanding the foregoing, if any of the above-

enumerated circumstances prevent, hinder or delay performance of either party's obligations hereunder for more than thirty (30) calendar days, the party not prevented from performing may, at its option, terminate this Agreement without liability or penalty as of a date specified by such party in a written notice of termination to the other party.

9.2 Entire Agreement; Construction. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless agreed to in writing and signed by authorized representatives of the parties. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect. No delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder shall operate as a waiver; any waiver must be in writing and signed by the party granting such waiver. The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any other breach or default. Headings contained in this Agreement are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.

9.2 Notice Provisions. All notices required or appropriate to be given under this Agreement shall be deemed to be given when delivered personally or by certified mail to Client or Consultant at their respective email or physical addresses set forth below or any other address that may be communicated by the parties to each other in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

[Consultant's Signature]

[Date]

CLIENT

By: _____
[Company Representative Signature]

Title: _____

Date: _____

SCHEDULE A STATEMENT OF SERVICES AND FEE SCHEDULE

SERVICES

During the agreement term Consultant shall provide Safety Management Consulting Services to Client by:

- **evaluating Client's existing safety plan and edit/augment said plan**
- **provide or recommend training with respect to safety issues and regulatory concerns to Client's employees**
- **provide and/or assist updating site specific written plans**
- **provide Safety/Risk Assessments to assist in prioritizing and managing risk**
- **participate, if requested and upon reasonable notice, in inspections and informal conferences conducted by governing entities and/or insurers, as well as any other meetings or conferences involving safety and health**

FEES

Consultant Fees will be charged by the hour. CLIENT has agreed to pay \$21,000 through the dates of 1/1/26 to 12/31/26. Total hours provided during 1/1/26 to 12/31/26 will be 168 hours or 21 days. Hours will be based on time spent working on Client's materials/projects which is not all inclusive to onsite time. Payment will be required in advance of service. Payments shall be made in two installments. The first payment will be DUE BY 2/1/26 of \$10,500. The second payment will be DUE BY 7/1/26 of \$10,500.

TERM

The agreement shall remain effective as of 1/1/26 for a term of 12 months or until 12/31/26. If hours are not met for any reason upon written agreement from both party's service will be prorated at a rate of \$125 dollars per hour not served or discounted if a following term is continued during next term at a rate of \$125 per hour.

CLIENT RESPONSIBILITIES

- **Provide Workspace for Consultant during normal working hours as needed**
- **Provide Consultant administrative assistance as necessary to complete projects**
- **Provide Consultant with a main point of contact**
- **Allow participation of staff for required training**
- **Provide internet and printer access and office supplies used for your projects/materials**
- **Provide routine and appropriate feedback regarding Consultants Performance**



MEMORANDUM

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

TO: Mayor Knaack and City Council

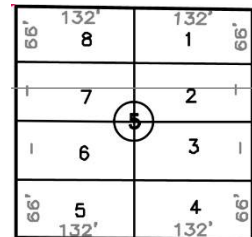
FROM: David Schofield, Director of Public Works

SUBJECT: Single Family Residential Minimum Lot Sizes

DATE: October 6, 2025 City Council Meeting

Most of the residential neighborhoods platted prior to 1970 are based upon blocks of eight (8) 66-foot wide by 132-foot deep lots. At some point, the City enacted City Code 14-4-7 which set the minimum lot width as 80-feet wide and the minimum lot size as 10,000 square feet. There were several consequences of this change:

- Wider lots require longer streets to serve the same number of homes, thus increasing construction and maintenance costs.
- Larger lots require more land to fit the same number of homes.



City Staff has prepared Proposed Ordinance 2025-09 to amend Code 14-4-7 to reduce the minimum lot width to 66-feet and the minimum lot area to 8,712 square feet for lots served by public sewer.

The Ad-Hoc Housing Committee reviewed the proposed ordinance (then numbered 2025-07) on August 26 and recommended approval.

If the City Council is willing to consider Proposed Ordinance 2025-09, the appropriate motions would be:

- **Introduce Proposed Ordinance 2025-09, an Ordinance Reducing Single Family Residential Minimum Lot Sizes** (no vote),
- **Refer Proposed Ordinance 2025-09, an Ordinance Reducing Single Family Residential Minimum Lot Sizes, to the Plan Commission for Review and Recommendation** (simple majority).

If these motions are approved, Proposed Ordinance 2025-09 would be reviewed at the October 27 Plan Commission meeting and the November 3 City Council meeting, which will include a public hearing.

Attachments:

- Proposed Ordinance 2025-09

ORDINANCE 2025-09 OF THE ORDINANCES FOR THE CITY OF MENOMONIE FOR 2025.

An ordinance amending Tile 14 Chapter 4 of the City Code to decrease the minimum lot area and lot width for lots served by public sewer.

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

Section 1. Section 14-4-7 A. of the City Code is hereby amended in its entirety to read as follows:

14-4-7: LOTS:

A. Areas, Dimensions, Yards:

1. Lot area and lot width for lots created or altered on or before December 31, 2023, shall be not less than given in the following table:

	Lots Not Served By Public Sewer	Lots Served By Public Sewer
Minimum lot area	20,000 square feet	8,712 square feet
Minimum average lot width	100 feet	66 feet

2. Lot area and lot width for lots created or altered on or after January 1, 2024, shall be not less than given in the following table:

	Lots Not Served By Public Sewer	Lots Served By Public Sewer
Minimum lot area	1 acre	8,712 square feet
Minimum average lot width	100 feet	66 feet

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

INTRODUCED _____

FIRST READING _____

SECOND READING _____

PASSED _____

PUBLISHED _____

ATTEST _____

CITY CLERK, CATHERINE MARTIN

APPROVED THIS _____ DAY

OF _____ 2025

MAYOR, RANDY KNAACK

SUBMITTED BY:

ALDERPERSON



MEMORANDUM

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

TO: Mayor Knaack and City Council

FROM: David Schofield, Director of Public Works

SUBJECT: WisDOT STP-Urban, STP-Local, MSID, MSIS and TAP Grant Applications

DATE: October 6, 2025 City Council Meeting

The Wisconsin Department of Transportation (WisDOT) is accepting grant applications for the following programs until October 31, 2025:

- Surface Transportation Program Urban (**STP-Urban**) – The City was most recently funded through this program for the Main Street and 13th Street Project. 80/20
- Surface Transportation Program Local (**STP-Local**) – The City was most recently funded through this program for the 21st Avenue and 5th Street East Project. 80/20
- Transportation Alternatives Program (**TAP**) – The City was most recently funded through this program's predecessor, Safe Routes to Schools (SRTS), for the Red Cedar Street Project. 80/20
- Municipal Street Improvement Discretionary (**MSID**) – The City was most recently funded through this program for the Pine Avenue Project. 50/50
- Municipal Street Improvement Supplemental (**MSIS**) – The City has not been funded through this program, which is relatively new. 50/50

City Staff have reviewed the Capital Improvement Plan, and eligibility requirements, and have endeavored to partner with Cedar Corporation to prepare the following applications:

- **STP-Urban**, **MSID**, and **MSIS**: 14th Avenue East and Dairyland Road (9th Street East to the City Limits). Replace asphaltic pavement and base. Upgrade handicapped ramps. Existing curb and gutter and sidewalks to remain.
- **STP-Local**: 14th Avenue East (6th Street East to 9th Street East). Total reconstruct of roadway, curb and gutter, sidewalk and handicapped ramps.
- **TAP**: Sidewalk improvements and Rectangular Rapid Flashing Beacons (RRFBs) at:
 - Intersection of 21st Street East and 1st Avenue East.
 - Mid Block Service Road 200-feet east of 21st Street East.
 - Mid Block 21st Street East 650-feet south of Schneider Avenue East.
 - Intersection of South Broadway Street (STH 25) and 24th Avenue.
 - Mid Block 24th Avenue West 500-feet east of Bongey Drive



MEMORANDUM

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

Please note the following:

- All of these programs are very competitive grant programs. No funding is assured. Recent funding success could work against the City as WisDOT tends to "spread the money around".
- **STP-Urban** cannot be used on State Highways and is geared toward higher volume roadways.
- **STP-Local** cannot be used on arterial streets or State Highways.
- **TAP** is geared toward close proximity to elementary schools.
- **STP-Urban**, **STP-Local** and **TAP** all must follow the WisDOT project delivery process. Engineering would need to be solicited. Construction would not start until at least 2028. Construction would be managed by WisDOT. City would receive invoices for the local share.
- **MSID** and **MSIS** are locally delivered. Construction could start in 2027. City would construct project. City would submit for reimbursement for grant share when project is complete.
- If the City were to be awarded and then later reject funding, it would harm future grant applications.

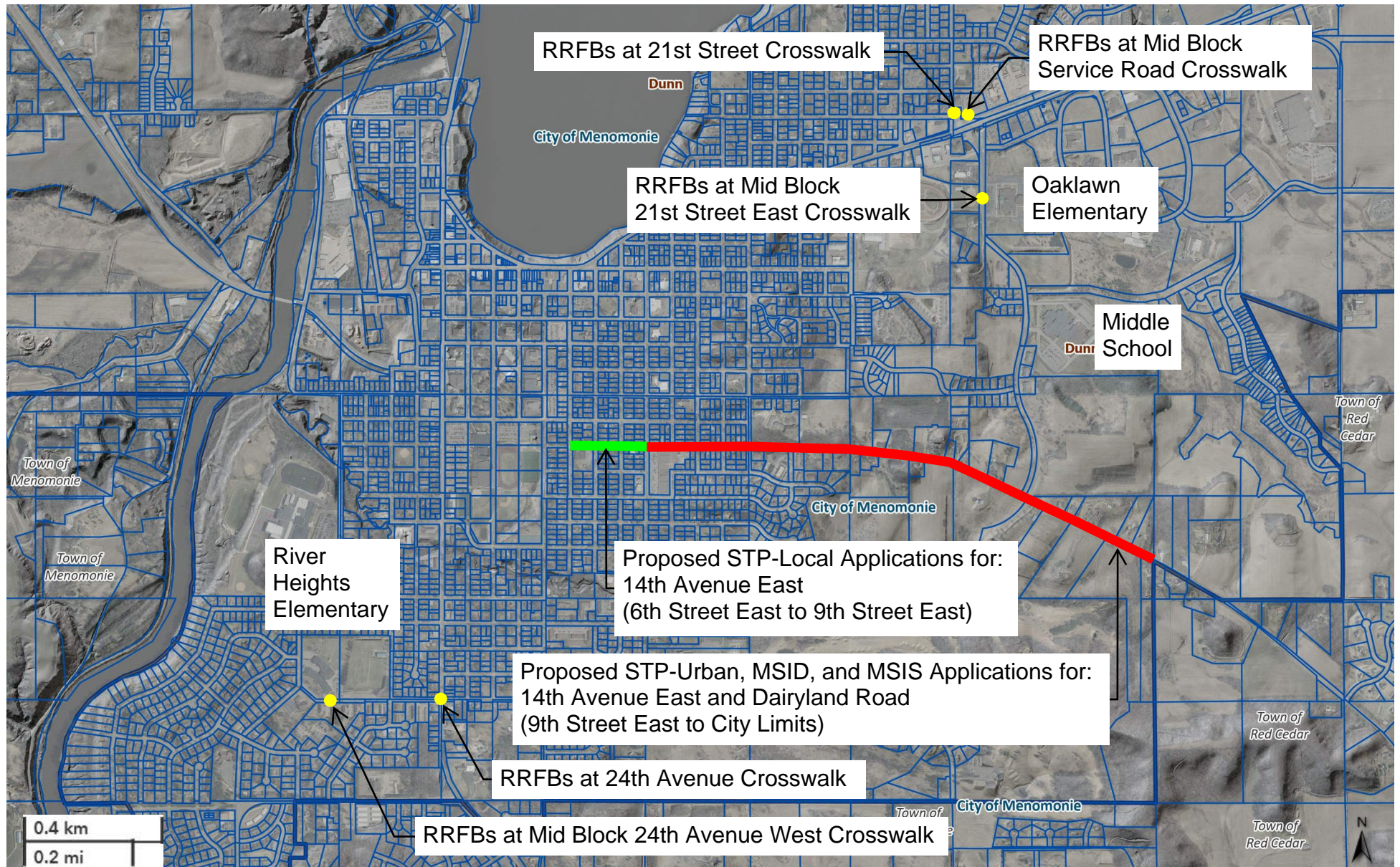
If the City Council concurs with the proposed grant applications, the appropriate motions would be ***Authorize City Staff to submit the WisDOT STP-Urban, STP-Local, MSID, MSIS and TAP Grant Applications, as presented*** (simple majority).

Attachments:

- Location Map
- 14th Avenue East/Dairyland Road (9th Street East to City Limits) Project Map
- 14th Avenue East (6th Street East to 9th Street East) Project Map
- Intersection of 21st Street East and 1st Avenue East Project Map
- Midblock 21st Street East 650-feet south of Schneider Avenue East Project Map
- Intersection of South Broadway Street (STH 25) and 24th Avenue Project Map
- Mid Block 24th Avenue West 500-feet east of Bongey Drive Project Map

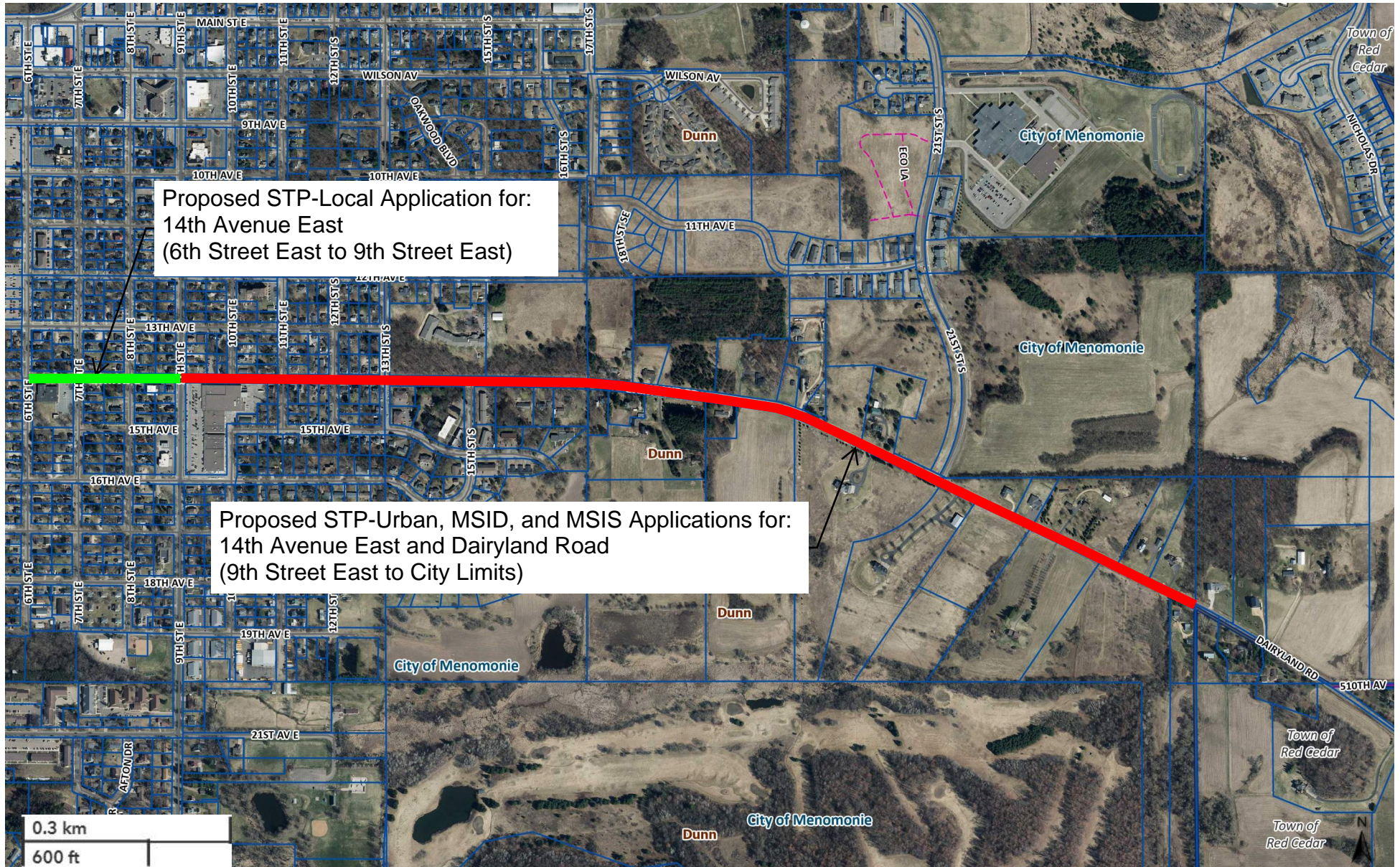
Potential WisDOT Grant Applications

Created by:



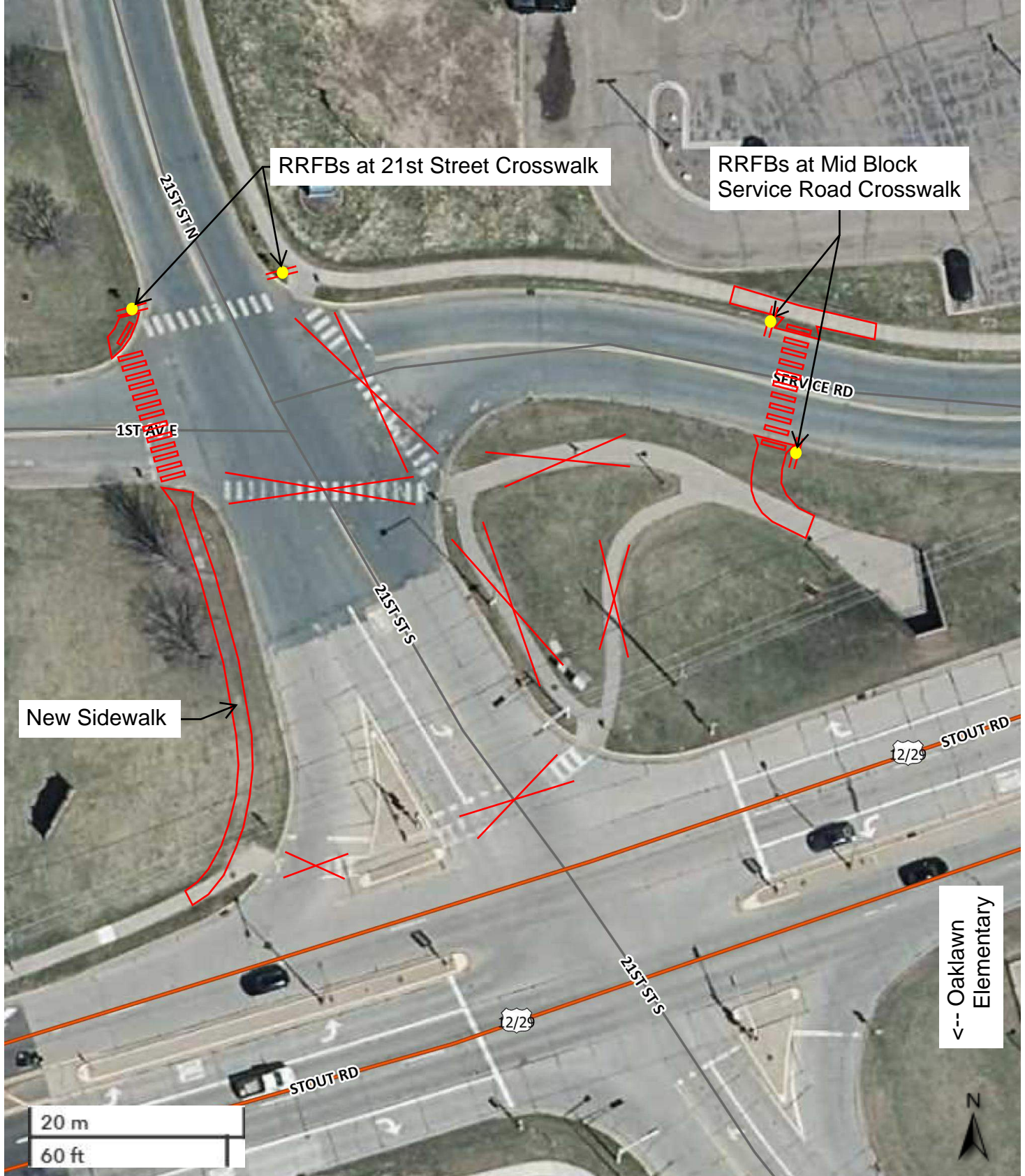
Potential WisDOT STP-U, STP-L, MSID, MSIS Grant Applications

Created by:



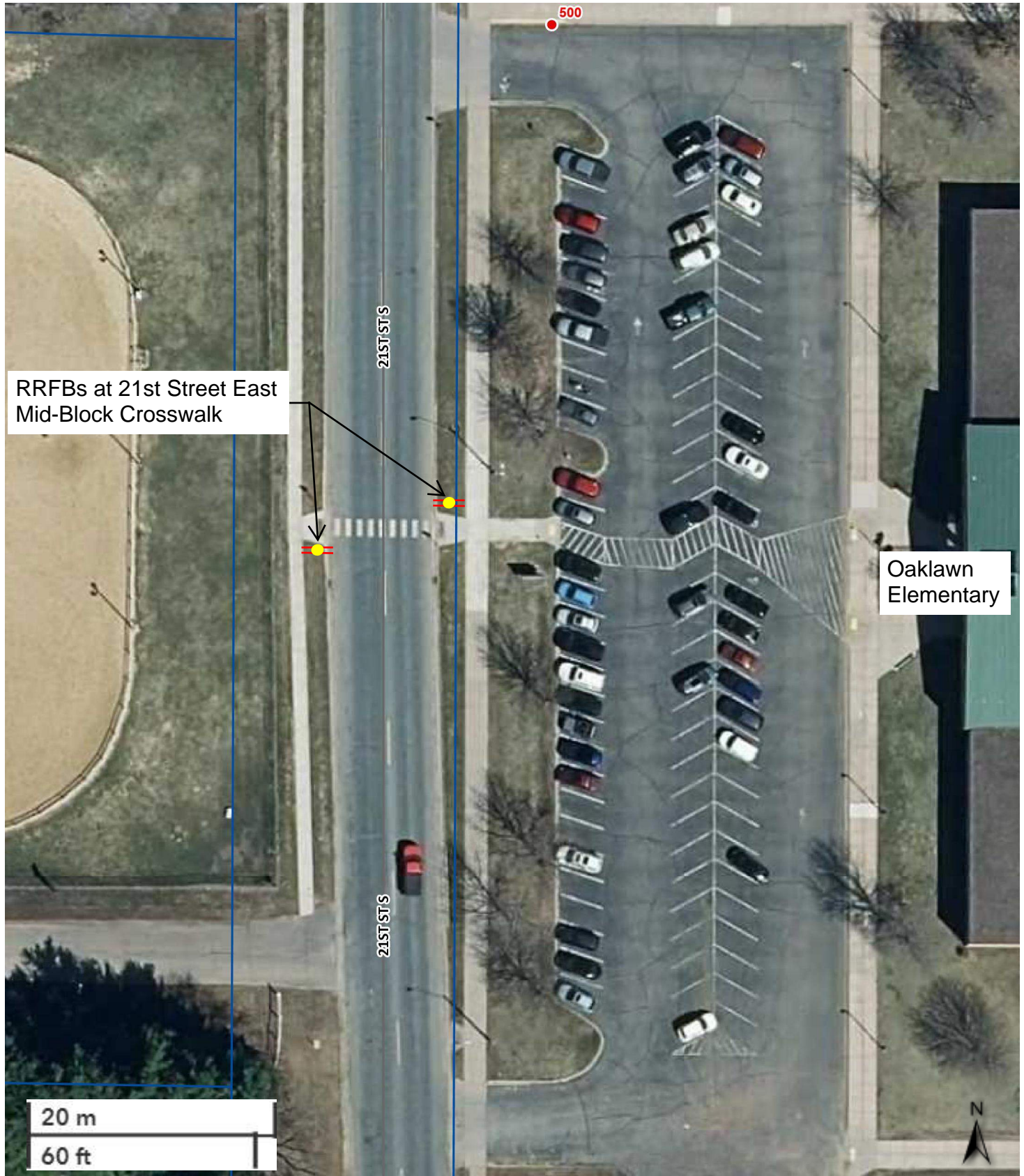
Potential WisDOT TAP Application

Created by:



Potential WisDOT TAP Application

Created by:



Potential WisDOT TAP Application

Created by:



Potential WisDOT TAP Application

Created by:





Menomonie Fire Department



To: Mayor Knaack
From: Chief Klass
Re: Staffing increase
Date: October 2, 2025

The fire department is in critical, immediate need of additional staffing, which is supported by the staffing study presented to the council in April. Daily forced overtime is required to meet the minimum number of trained staff. This has resulted in a resignation, and likely more if additional staffing is not secured immediately. Our members have been stretched beyond the breaking point, and we are at a critical period for our department.

I strongly request that the city immediately allow the addition of three additional full-time members to the roster to ease the current workload. Failure to provide this staffing request will likely have dire consequences for the delivery of emergency services at the fire department. The staffing study revealed the need for an additional 12 to 15 positions; however, we must start with three now and increase moving forward.

Thank you for considering this urgent matter.



Menomonee Police Department

615 Stokke Parkway Suite G200,
Menomonee, WI, 54751
715-232-2198

Memorandum

To: Mayor Randy Knaack & City Council
From: Rick Hollister, Chief of Police
Date: 09-23-2025
Subject: Budget Transfer-Officer Health & Wellness Training
CC: Eric Atkinson, City Administrator

The Police Department is requesting a budget transfer to cover the registration fee, lodging and flight travel expenses for personnel attending The National 2026 IACP Officer Health & Wellness Conference in New Orleans.

In 2023 the police department administration started an officer wellness initiative to stay current with officer health & wellness trends. Since the officer wellness initiative inception date, the police department has successfully implemented different resources for officers to have access to. The following resources have been allocated to police personnel. Working out- exercising on duty (permitting staffing levels are acceptable), a wellness room was established on site, mandatory annual officer wellness checks & most recently the police department is getting ready to onboard a health & wellness app for personnel to have on their phones and being accessible 24/7. In order to meet the needs of our officers, the police department will continue to update and explore health & wellness trends. By officers having access to the latest health & wellness resources available, the police department is able to better serve the community. If officers are operating at a high optimum, they reciprocate by serving the community with high standards of service.

The police department is asking to transfer \$5000.00 from 2025 allocated funding .243 budget line (Cordico Wellness App) to the .439 Schools & Conferences budget line. The Cordico Wellness App was funded from a mid-year community donation to both the police & fire departments.

Thank You for Your Consideration!

Rick Hollister
Chief of Police

Chris King
Commander

Brian Hagen
Commander



City of
MENOMONIE

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

Budget Transfer Request Form

Transfer To: Amount \$ 5,000

Account Title & Number: 01.52110.439

Line Item Name & Extension: Police - Schools & Conferences

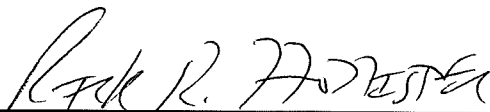
Transfer From:

Account Title & Number: 01.52110.243

Line Item Name & Extension: Police - Office Equipment & Maintenance

Reason:

Attend National 2026 IACP Officer Health & Wellness Conference.


Authorized Signature

10/1/25
Date

Date of Approval by City Council



City of **MENOMONIE**

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

Budget Transfer Request Form

Transfer To:

Amount \$ 800

Account Title & Number: 01.52410.714

Line Item Name & Extension: Inspection - Computers

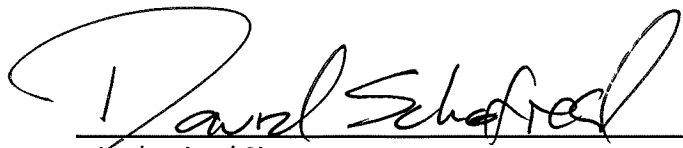
Transfer From:

Account Title & Number: 01.60000.699

Line Item Name & Extension: Contingency

Reason:

A computer in the Building Inspection Department is using the Windows 10 operating system which is approaching End Of Life. The Building Inspector has proposed to replace the computer.



Authorized Signature

9/30/25

Date

Date of Approval by City Council

OCT 6, 2025 COUNCIL CLAIMS

<u>2025 Claims</u>	<u>Description</u>	<u>Total Invoice</u>	<u>Amt Overdrawn</u>
EBIX INC	HEALTH INSURANCE: WELLNESS PROGRAM	\$433.40	\$333.40
EO JOHNSON COMPANY	FIRE: OFFICE EQUIP. MAINT CONTRACT	\$60.00	\$60.00
FLEET FARM	PARKS: MATERIALS/SUPPLIES	\$12.99	\$12.99
FLEET FARM	PARKS: MATERIALS/SUPPLIES	\$19.99	\$19.99
GFL ENVIRONMENTAL	AIRPORT: GARBAGE SERVICE/LANDFILL FEE	\$165.22	\$63.22
JOHNSON TRACTOR	SEWER: PLANT BUILDING SUPPLIES/MAINT.	\$66.72	\$26.72
NORTH CENTRAL LABORATORIES	SEWER UTILITY: LAB CHEMICALS & SUPPLIES	\$259.99	\$259.99
NORTH CENTRAL LABORATORIES	SEWER UTILITY: LAB CHEMICALS & SUPPLIES	\$229.93	\$229.93
PRIMA DATA	WATER UTILITY: POSTAGE	\$2,660.87	\$138.96
TDS	MAYOR: TELEPHONE	\$69.99	\$2.70
TRI MART CORPORATION	AIRPORT: MATERIALS/SUPPLIES	\$158.98	\$158.98
WALMART	SEWER UTILITY: LAB CHEMICALS & SUPPLIES	\$49.32	\$49.32
WELD RILEY	MAYOR: CONSULTING SERVICES	\$16,032.50	\$238.50
WELD RILEY	ATTORNEY: COUNCIL	\$16,032.50	\$2,385.00
WELD RILEY	MAYOR: CONSULTING SERVICES	\$16,032.50	\$79.50

<u>Total</u>	\$52,284.90	\$4,059.20
---------------------	-------------	------------

[illegible]

**Revised

10/1/2025