



CITY OF MENOMONIE
COUNCIL MEETING
CITY COUNCIL CHAMBERS
7:00 PM
Monday – April 15, 2024



City of Menomonie
800 Wilson Ave
1st Floor

AGENDA

Pledge of Allegiance

1. Roll Call & Special Recognitions

2. Approval of Minutes

3. Public Hearings

- a. Public Hearing regarding Ordinance 2024-05, an Ordinance Amending Title 10, Chapter 1, Warehousing.

4. Public Comments

5. Unfinished Business

- a. Proposed Ordinance 2024-05, an Ordinance amending Title 10, Chapter 1, Warehousing – discussion, possible waiver of first reading, possible waiver of second reading and possible adoption.

6. New Business

- a. Consideration and possible action on Resolution 2024-11, a “Resolution Creating Tax Incremental District No. 19, Approving its Project Plan and Establishing its boundaries.”
- b. Proposed Wisconsin Task Force Urban Search and Rescue 2024-2025 agreement – discussion and possible action.
- c. Proposed lease agreement with the United Way – discussion and possible action.
- d. Proposed lease agreement with the Wisconsin Milkweed Alliance, Inc. – discussion and possible action.
- e. Maplewood Eco Cottages Site Plan Amendment – discussion and possible action
- f. Special Events — discussion and possible action
 - i. St Joseph Church Fall Festival
 - ii. Downtown Menomonie Flag Day Ceremony
 - iii. Downtown Menomonie Great Community Cookout
 - iv. Downtown Menomonie Winter Daze Parade
- g. Appointments to Various Boards, Committees and Commissions – discussion and possible action
 - i. Plan Commission - Mark Kalscheur, Dennis Kropp, Richard Martinson, Steve Cook
 - ii. Recreation Advisory Board - Kyle Behrens*, Riley Feddersen*, Linda Bark, Jody Pabich
 - iii. Historical Preservation Committee - Sylvia Gengenbach
 - iv. Board of Review - Mark Kalscheur and John Sobota
 - v. Police & Fire Commission – Robin Sweeny
 - vi. Tourism Board – Jessica Sather, Barbara Bauer-Chen, Grady Richartz, Kat Wagner
 - vii. Community Development Commission – John Sobota and Judy Schuch

7. **Budget Transfers**
 - a. Police Department
8. **Mayor's Report**
9. **Communications and Miscellaneous Business**
10. **Claims**
11. **Licenses**
 - a. Normal license list
12. **Closed**
 - 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 proposed financial support of the development of industrial properties for industrial purposes.
13. **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 proposed financial support of the development of industrial properties for industrial purposes.
14. **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 **837 5938 0275**. 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.

OFFICIAL COUNCIL PROCEEDINGS

A regular meeting of the City Council of the City of Menomonie, Dunn County, Wisconsin, was held in open session on April 1, 2024, and called to order by Mayor Knaack at 7:00 p.m. in the City Council Chambers. The following members were present: Luther, Burstad, Sutherland, Yonko, McCullough, Schwebs, Gentz, Solberg, and Schlough, Erdman, and Sommerfeld.

MOTION made by Erdman, seconded by Yonko and carried unanimously to approve the minutes of the March 18, 2024 council meeting.

SPECIAL RECOGNITION – Mayor’s Proclamation regarding Building Safety Month during the month of May 2024 presented by Dave Kowieski, the City’s Building Inspector

PUBLIC HEARING – no comments

PUBLIC COMMENTS – 10th Congressional District candidate, Eric to thank the Council for their service and Marcia Davidson, CAPL Retail representative for agenda item 11 (a).

RESOLUTION – MOTION made by Schwebs, seconded by Erdman and carried unanimously on roll call vote to approve the resolution (2024-06), City of Menomonie Clean Sweep Program to partner with the Town of Menomonie and Town of Red Cedar to apply for grant funds and hold a joint 2025 Clean Sweep Hazardous Waste Collection event. regarding the Final Special Assessment CTH B Utility Extension.

NO ACTION taken on the presentation by Joleen Sterk, Library Director regarding the Menomonie Public Library Foundation 2023 Annual Report.

MOTION made by Burstad, seconded by Schlough and carried unanimously to approve the Water Park Use Agreement with Menomonie Area Aquatic Club, Inc, contingent on receiving certificates of insurance.

RESOLUTION – MOTION made by Sutherland, seconded by McCullough and carried unanimously to approve the resolution (2024-10) regarding the State Highway 25 Intersection with Wilson Street.

ORDINANCE to adopt the Title 10, Chapter 11 Legally Defined Area ordinance amendment was INTRODUCED by McCullough. MOTION made by McCullough, seconded by Schwebs, and carried unanimously to refer the ordinance amendment (2024-07) to the Plan Commission.

MOTION made by Gentz, seconded by Schlough, and carried unanimously on roll call vote to approve the Cedar Corporation Task Order for wastewater treatment plant tertiary filter optimization assistance at a cost of \$22,750.

MOTION made by Burstad, seconded by Solberg, and carried unanimously to approve the Special Event Permits for the Praise in the Park, Popcorn in the Park, Explore Menomonie Community Fireworks, The Valley’s Makers Market and the Dunn County Fair, as presented, contingent upon receiving certificates of insurance.

MOTION made by Solberg, seconded by McCullough, and carried unanimously to approve the appointment of Helen Hullberg to the Menomonie Public Library Board of Trustees.

MOTION made by Sommerfeld, seconded by Solberg, and carried unanimously to approve the request from the Community Services Department to sell a 2000 Sterling Tandem Axle Plow Truck.

BUDGET TRANSFERS – Motion made by McCullough, seconded by Schwebs, and carried unanimously on roll call vote

to approve the Recreation Department budget transfer request in the amount of \$2,500 for pool chemicals and supplies as presented, with funding from the contingency funds.

MAYOR'S REPORT – No Mayor's Report

COMMUNICATIONS AND MISCELLANEOUS BUSINESS – Public Works Director, Schofield, shared that one of the variable frequency drives at Well #8 failed late last week and that the City is working with B&B Electric and LW Allen integration to determine what needs to be done. This is an important repair so we will proceed with the repair as quickly as possible. Schofield also shared that Bartingale has been working hard on the HVAC upgrades at City Hall. They've found a few items that need to be replaced and we've been reviewing these on a case-by-case basis to keep the work moving. The Kayak Rental Kiosk has been installed in Lakeside Park. The sign has not yet been installed but a draft is available. Megen Hines, Environmental Services Coordinator reported that Spring Yard Waste Cleanup will be April 15, April 22 and April 29. Items need to be set out by 7am. Pickup will take most of the day. Hines also reported that the Electronics Collection Event is Thursday April 25 from 2pm to 6pm at the Community Services Building. Users can sign up for a 30-minute window through the website. We have 36 folks registered, and none of them are Atty Ludeman. Arbor Day Celebration is Friday April 26 at 9:30am at Menomonie High School (north driveway). UW-Stout Spring Move Out Furniture Collection is Monday May 6 through Wednesday May 8 at UW-Stout Lot 29 (13th Avenue near soccer field). Stout students must register through Connect. Habitat for Humanity will be reusing as many of the pieces as possible. Additional communications shared by Council members.

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

April 1, 2024 Claims

Core and Main	\$12,142.50
WI Dept of Trade & Consumer Protection	\$5,250.00
Total	\$17,392.50

2023 Parking Utility Claims	\$0.00
Parking Total	\$0.00

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

LICENSES – April 1, 2024

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

Dunn County Historical Society, 1820 John Russell Road

- Menomonie Walldogs Kickoff Event, 06/27/2024

LICENSE YEAR – 2023-2024 (expires June 30, 2024)

CHANGE OF AGENT:

Jason M. Davis – JM Davis, LLC dba The Wisco-A-Go-Go

CLASS “A” BEER/ “CLASS A” LIQUOR (CIDER ONLY):

CAPL Retail, LLC (formerly Applegreen Midwest, LLC) - Express Lane #2301 - 1805 N Broadway St

TOBACCO:

CAPL Retail, LLC (formerly Applegreen Midwest, LLC) - Express Lane #2301 - 1805 N Broadway St

MASSAGE THERAPY FACILITY:

Briana Rose Steward (Rose Petal Massage, 1718 August Lane)

MOTION to convene in closed session under Wisconsin Statutes 19.85 (1)(c) and (e), for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and 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, was made by Erdman, seconded by McCullough, and carried unanimously on a roll call vote.

MOTION to reconvene in open session under Wisconsin Statutes 19.85 (2) was made by Luther, seconded by Burstad, and carried unanimously on a roll call vote.

NO ACTION was taken during the closed session.

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

Kate Martin, City Clerk

City Council Agenda

Staff Comments

Monday – April 15, 2024



3. Public Hearings

- A. A Public Hearing will be held regarding the proposed Ordinance 2024-05, Amending Title 10, Chapter 1, Warehousing.

5. Unfinished Business

- A. On March 18, 2024 the City Council introduced Ordinance 2024-05 to define the term “Warehousing” and referred it to the Plan Commission for review. On March 25, 2024 the Plan Commission recommended approval. A public hearing will be held under Agenda Item #3A. If the City Council concurs with Ordinance 2024-05 the appropriate motions would be:
- **Waive the first reading of Ordinance 2024-05, an Ordinance amending Title 10, Chapter 1, Warehousing** (simple majority),
 - **Waive the second reading of Ordinance 2024-05, an Ordinance amending Title 10, Chapter 1, Warehousing** (simple majority),
 - **Adopt Ordinance 2024-05, an Ordinance amending Title 10, Chapter 1, Warehousing** (simple majority).

6. New Business

- A. The proposed Tax Incremental District (TID) #19 would be created as an overlay of current TID #15 in Downtown Menomonie with some minor deviations. TID #15 is nearing the end of its expenditure period. The Joint Review Board met on March 25, 2024 and recommended approval of the proposed creation of TID #19 unanimously. The Plan Commission held a public hearing on March 25, 2024, after which it approved Resolution 2024-PC02 unanimously. If the City Council concurs with the proposed creation of TID #19, the appropriate motion would be **Adopt Resolution 2024-11: Resolution Creating Tax Incremental Financing District No. 19, Approving its Project Plan and Establishing its Boundaries in the City of Menomonie, Wisconsin** (simple majority).

- B. A proposed Wisconsin Task Force Urban Search and Rescue 2024-2025 agreement is enclosed for Council review and possible action. The current agreement expires on June 30, 2024. The new agreement runs through June 30, 2026. The Fire Chief will be present to explain the agreement and answer Council questions. If the council concurs, the appropriate motion would be **Approve Signing the Agreement for Urban Search and Rescue Emergency Response Services** (simple majority).
- C. The administration has enclosed a proposed letter of intent with United Way effective May 1, 2024 for vacant City Hall rental space on the lower level. The rental fees for 612 sq ft would be \$191.25/month (CAM cost only) on a rolling 60-day lease that will expire in one year. Additional background information on the organization can be discussed at the meeting. The administration will review the letter of intent to lease and answer Council questions as needed. **Approve the Letter of Intent to Lease as presented and allow City Attorney to draft formal Lease Agreement with United Way.** (simple majority).
- D. Wisconsin Milkweed Alliance, Inc. has requested to renew their lease for one-half of the west wing of the garden level. The renewed lease would run through June 30, 2025. If the council concurs, the appropriate motion would be **Approve the Wisconsin Milkweed Alliance, Inc Lease Agreement as presented** (simple majority).
- E. Gerrard Corporation has requested an amendment to the approved site plan to reduce the number of solar SmartFlowers™ along 21st Street East from three (3) to two (2). They will retain two large static solar arrays elsewhere on the property. If the council concurs, the appropriate motion would be **Approve Maplewood Eco Cottages Site Plan Amendment as shown on the March 18, 2024 Solar Energy System Plan** (simple majority).
- F. City Administration seeks approval of the following special event permits. If the City Council concurs with these special event, the appropriate motion would be **Approve the Special Event permits as presented, contingent upon receiving certificates of insurance** (simple majority vote).
- St. Joseph's Fall Festival on September 15, 2024.
 - Downtown Menomonie's Flag Day Ceremony on June 14, 2024
 - Downtown Menomonie's Great Community Cookout on September 12, 2024
 - Downtown Menomonie's Winter Daze Parade on December 12, 2024
- G. The Mayor has recommended the following citizen appointments. If the City Council concurs with these appointments, the appropriate motion would be **Approve the Mayor's appointments to various Boards, Commissions and Committees as presented** (simple majority vote).
- Plan Commission
 - Mark Kalscheur – term ending April 2027
 - Dennis Kropp – term ending April 2027
 - Richard Martinson – term ending April 2026
 - Steve Cook – term ending April 2026

- Recreation Advisory Board
 - Kyle Behrens – term ending April 2026
 - Riley Feddersen – term ending April 2026
 - Linda Bark – term ending April 2026
 - Jody Pabich – term ending April 2025
- Historical Preservation Committee
 - Sylvia Gengenbach term ending April 2027
- Board of Review
 - Mark Kalscheur – term ending April 2025
 - John Sobota – term ending April 2025
- Police & Fire Commission
 - Robin Sweeny – term ending April 2029
- Tourism Board
 - Jessica Sather – term ending April 2025
 - Barbara Bauer-Chen – term ending April 2025
 - Grady Richartz – term ending April 2025
 - Kat Wagner – term ending April 2025
- Community Development Commission
 - John Sobota – term ending October 2026
 - Judy Schuch – term ending October 2026

7. Budget Transfer

- A. The Police Department is requesting a budget transfer in the amount of \$23,937 to purchase a new radio tower repeater. The current unit has failed and is not repairable due to its age.

10. Claims

11. Licenses

12. Closed Session

- I. Discuss/Consider proposed financial support of the development of industrial properties for industrial purposes.

13. Return to Open Session

- I. Discuss/Consider proposed financial support of the development of industrial properties for industrial purposes.

14. Adjourn



City of Menomoneie
David Schofield

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

TO: Mayor Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Warehousing Code Updates
DATE: April 15, 2024 City Council Meeting

City Code allows “warehousing” as a permitted use or conditional use in several zoning districts. Unfortunately, the term “warehousing” is not defined in City Code.

City Staff has worked with Atty. Ludeman to prepare Ordinance 2024-05 to update Title 10, Chapter 1 of the City Code to add a definition for “warehousing”.

City Council introduced Ordinance 2024-05 at the March 18 meeting. Plan Commission reviewed and recommended approval of Ordinance 2024-05 at their March 25 meeting.

A public hearing will be held, a notice of which was published in the Dunn County News on March 27 and April 3.

If the City Council concurs with this change, the appropriate motions would be:

- ***Waive the first reading of Ordinance 2024-05, an Ordinance amending Title 10, Chapter 1, Warehousing*** (simple majority).
- ***Waive the second reading of Ordinance 2024-05, an Ordinance amending Title 10, Chapter 1, Warehousing*** (simple majority).
- ***Adopt Ordinance 2024-05, an Ordinance amending Title 10, Chapter 1, Warehousing*** (simple majority).

Attachments:

- Ordinance 2024-05

ORDINANCE 2024-05 OF THE ORDINANCES FOR THE CITY OF MENOMONIE FOR 2024.

An ordinance amending Title 10, Chapter 1 of the City Code to include a definition for Warehousing.

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

Section 1. Section 10-1-4 of the City Code is amended to include the following definition:

10-1-4: DEFINITIONS:

...

WAREHOUSING: Shall mean any of the following:

- A. Establishments engaged in the storage or movement of goods for themselves or other firms or the sale, lease, or rental of goods primarily intended for industrial, institutional, or commercial businesses.
- B. Establishments engaged in long-term and short-term storage of goods that do not meet the definition of a Mini-Storage Facility.
- C. Establishments engaged in the wholesale sales, bulk storage, and distribution of goods. Such uses may also include incidental retail sales and wholesale showrooms.
- D. Establishments used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data storage and operations.
- E. Establishments which provide indoor spaces with specialized surfacing and wall coverings used primarily to host practices and/or competitions for organized team sports including, but not limited to, tennis, pickleball, basketball, baseball, softball, soccer, football, martial arts, boxing, dance, gymnastics, golf, hockey and/or curling. Facilities meeting the definition of Fitness Center, or facilities constructed on municipal park, county park, church, school or university property shall not be considered warehousing.

...

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

INTRODUCED _____

APPROVED THIS ____ DAY

FIRST READING _____

OF _____, 2024

SECOND READING _____

MAYOR, RANDY KNAACK

PASSED _____

PUBLISHED _____

SUBMITTED BY:

ATTEST _____

CITY CLERK, CATHERINE MARTIN

ALDERPERSON



City of Menomonie
Eric M. Atkinson

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

TO: Mayor Randy Knaack & City Council

FROM: Administrator Eric Atkinson

SUBJECT: Resolution to Create Tax Incremental District No. 19

DATE: April 3, 2024

ATT: Resolution 2024-11 & Project Plan

The City Administration requests the council adopt Resolution 2024-11. Resolution 2024-11 approves the creation of Tax Incremental District (TID) 19, approves its project plan, and establishes its boundaries in the City of Menomonie. TID 19 is an overlay district of TID 15. TID 15 is nearing its development life, and for the City to continue to offer development incentives to revitalize the downtown area of Menomonie, it is imperative to create a new district.

If the Council supports this resolution, the appropriate action is a *Motion to Adopt Resolution 2024-11: Resolution Creating Tax Incremental District No. 19, Approving Its Project Plan and Establishing Its Boundaries City of Menomonie, Wisconsin.*



City of Menomonie, WI

Creation of Tax Increment District No. 19

April 15, 2024

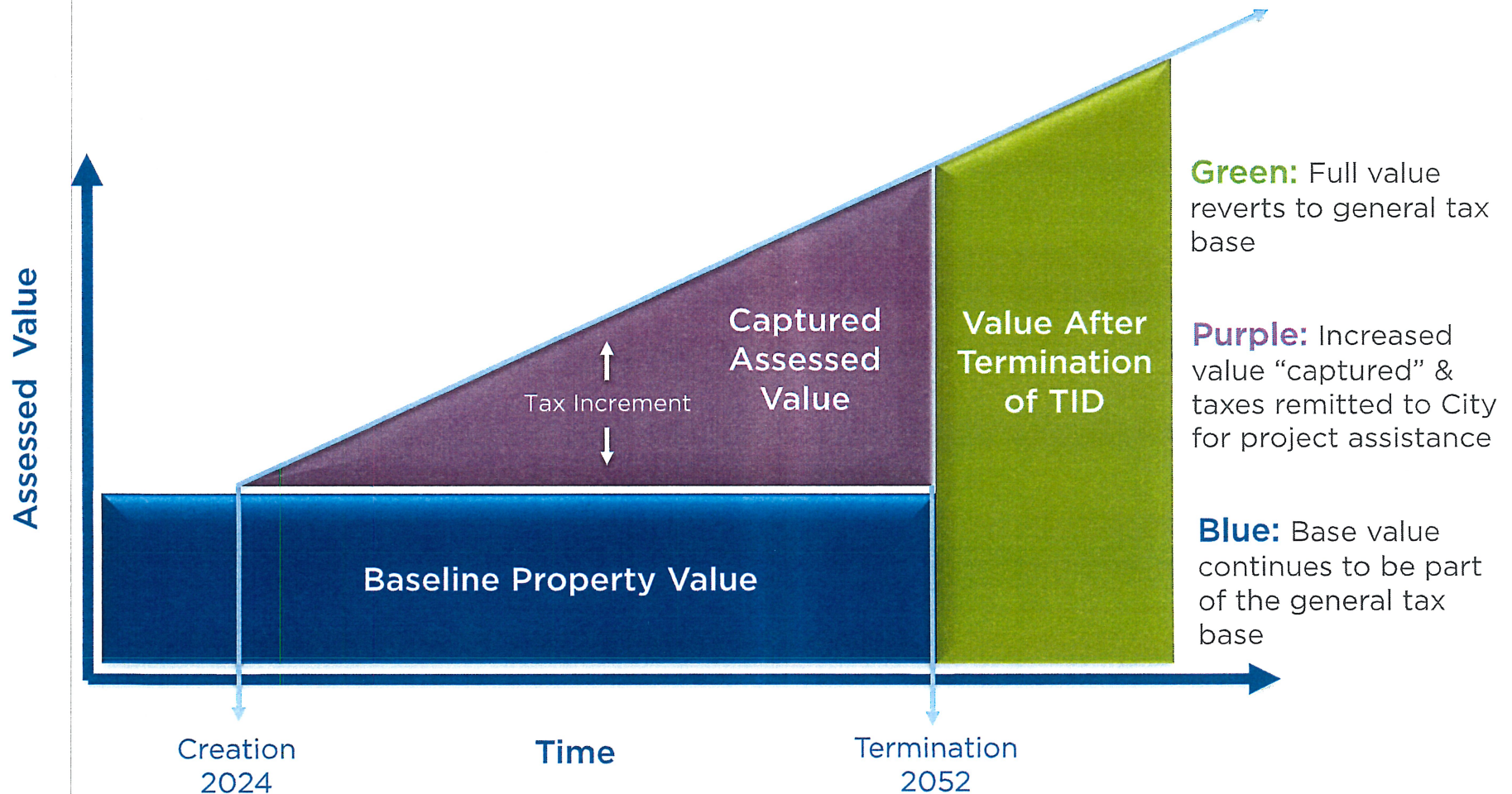
Tax Increment Financing

How can we fund the necessary incentives and infrastructure to redevelop this site to meets the City's goals and vision?



Tax Increment Financing captures tax revenue from new construction to create a funding source for incentives and infrastructure for redevelopment.

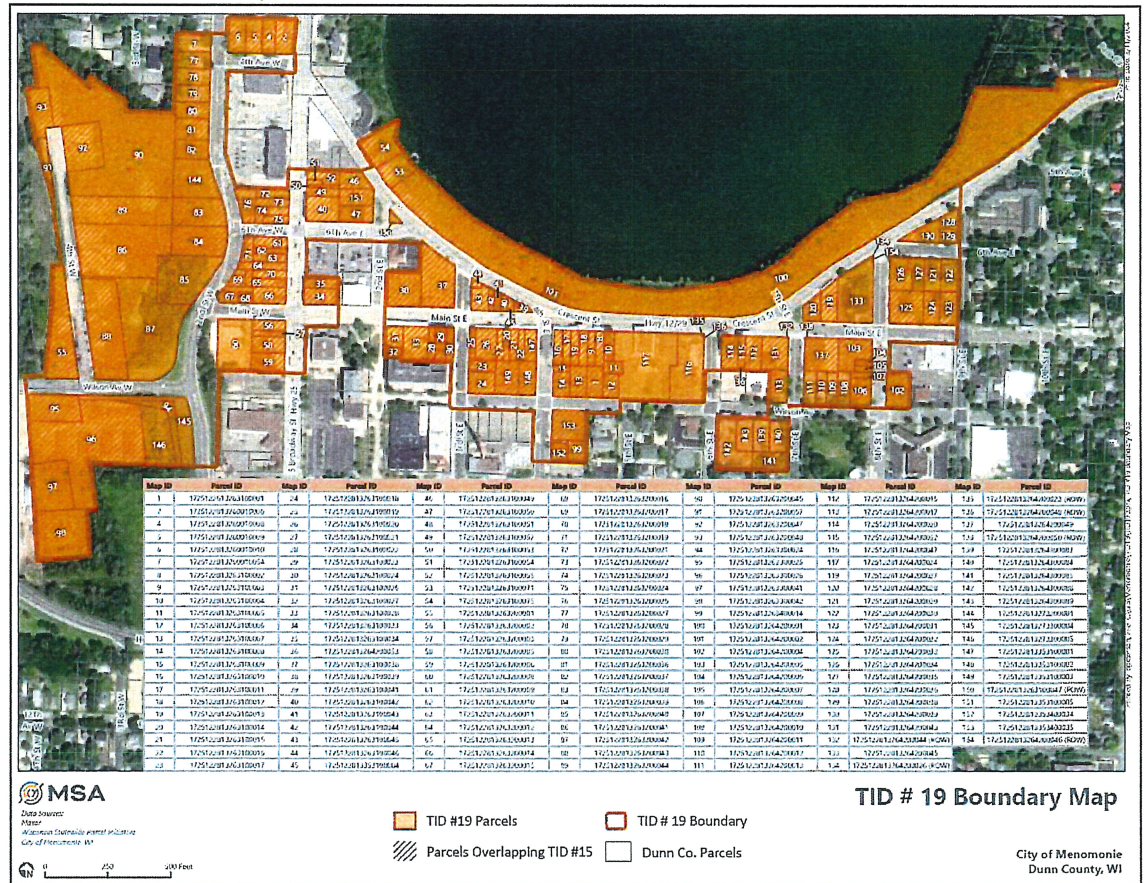
TIF Building Blocks: Cash Flows



“But for” test: But for use of TIF, the proposed redevelopment would not occur.

Tax Incremental District 19

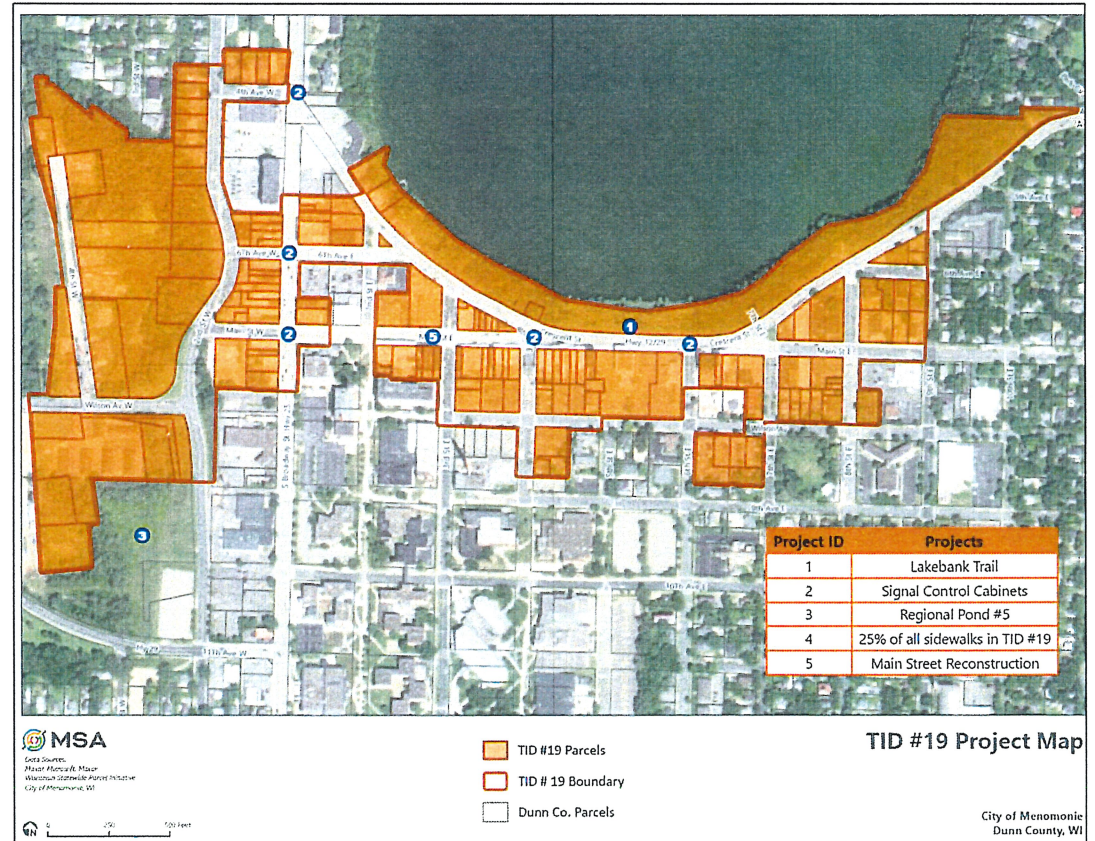
- **Purpose:** Provide funding for downtown redevelopment projects and infrastructure
- **Goal:** Redevelop blighted areas and increase commercial activity downtown.
- **Required Finding:** Not less than 50% by area of real property within District as a blighted area.



TID 19: Anticipated Projects

Anticipated projects include:

- Development Incentives (\$1,000,000)
- Façade Improvement Grants (\$500,000)
- Main St. Reconstruction (\$2,456,695)
- Sidewalk Replacements (\$494,900)
- Property Acquisition (\$1,000,000)
- Regional Pond #5 Construction (\$679,900)
- Traffic Signal Control Cabinet Replacements (\$156,000)
- Lake Bank Trail Construction (\$1,873,850)



- Projects may be located within ½ mile of the District’s boundary.
- The City is anticipated to seek grant funding for projects to offset costs.

TID 19 - Development Assumptions and Revenue Forecast

Construction		Total		Revenue		Tax	
Year	Value Added	Valuation Year	Increment	Year	Tax Rate ¹	Increment	
2024	-	2025	-	2026	\$16.05	-	
2025	3,500,000	2026	3,500,000	2027	\$16.05	56,171	
2026	-	2027	3,500,000	2028	\$16.05	56,171	
2027	7,000,000	2028	10,500,000	2029	\$16.05	168,513	
2028	-	2029	10,500,000	2030	\$16.05	168,513	
2029	5,000,000	2030	15,500,000	2031	\$16.05	248,757	
2030	-	2031	15,500,000	2032	\$16.05	248,757	
2031	5,000,000	2032	20,500,000	2033	\$16.05	329,001	
2032	-	2033	20,500,000	2034	\$16.05	329,001	
2033	2,500,000	2034	23,000,000	2035	\$16.05	369,124	
2034	-	2035	23,000,000	2036	\$16.05	369,124	
2035	2,500,000	2036	25,500,000	2037	\$16.05	409,246	
2036	-	2037	25,500,000	2038	\$16.05	409,246	
2037	-	2038	25,500,000	2039	\$16.05	409,246	
2038	-	2039	25,500,000	2040	\$16.05	409,246	
2039	-	2040	25,500,000	2041	\$16.05	409,246	
2040	-	2041	25,500,000	2042	\$16.05	409,246	
2041	-	2042	25,500,000	2043	\$16.05	409,246	
2042	-	2043	25,500,000	2044	\$16.05	409,246	
2043	-	2044	25,500,000	2045	\$16.05	409,246	
2044	-	2045	25,500,000	2046	\$16.05	409,246	
2045	-	2046	25,500,000	2047	\$16.05	409,246	
2046	-	2047	25,500,000	2048	\$16.05	409,246	
2047	-	2048	25,500,000	2049	\$16.05	409,246	
2048	-	2049	25,500,000	2050	\$16.05	409,246	
2049	-	2050	25,500,000	2051	\$16.05	409,246	
2050	-	2051	25,500,000	2052	\$16.05	409,246	
Totals							\$8,891,063
						\$25,500,000	

- Construction on preliminary redevelopment sites anticipated to begin in 2025.
- Additional value may be created at developable lots throughout downtown throughout the life of the District.
- Total estimated new value: \$25,500,000.
- Estimated TIF revenue of \$8,891,063 through 2052.
- Revenue estimates based on pace of development and City's tax rate.

TID 19 Cash Flow

Year	Projected Revenues		Projected Expenditures						Balances			Year		
	Tax Increments	Total Revenues	2029 G.O. Promissory Note \$1,720,000 Issue Total	2031 State Trust Fund Loan \$1,427,950 Issue Total	2032 G.O. Promissory Note \$1,010,000 Issue Total	Façade Improvement Grants \$500,000	2027 Development Incentives \$500,000	2031 Development Incentives \$500,000	Ongoing Planning & Administration	Total Expenditures	Annual		Cumulative	Liabilities Outstanding
2024									15,000	15,000	(15,000)	(15,000)		2024
2025									5,000	5,000	(5,000)	(20,000)		2025
2026									5,000	5,000	(5,000)	(25,000)		2026
2027	56,171	56,171				25,000	25,000		5,000	55,000	1,171	(23,829)	475,000	2027
2028	56,171	56,171				25,000	25,000		5,000	55,000	1,171	(22,658)	450,000	2028
2029	168,513	168,513				25,000	25,000		5,000	55,000	113,513	90,855	2,145,000	2029
2030	168,513	168,513				25,000	25,000		5,000	55,000	113,513	204,368	2,120,000	2030
2031	248,757	248,757				25,000	25,000		5,000	55,000	193,757	398,125	3,522,950	2031
2032	248,757	248,757	136,763	123,038		25,000	25,000	25,000	5,000	339,801	(91,044)	307,081	4,857,515	2032
2033	329,001	329,001	134,317	123,038	77,627	25,000	25,000	25,000	5,000	414,981	(85,980)	221,101	4,671,827	2033
2034	329,001	329,001	136,830	123,038	73,223	25,000	25,000	25,000	5,000	413,091	(84,089)	137,012	4,468,699	2034
2035	369,124	369,124	134,269	123,038	76,867	25,000	25,000	25,000	5,000	414,174	(45,050)	91,962	4,257,983	2035
2036	369,124	369,124	136,611	123,038	75,469	25,000	25,000	25,000	5,000	415,118	(45,994)	45,968	4,039,728	2036
2037	409,246	409,246	133,839	123,038	74,097	25,000	25,000	25,000	5,000	410,974	(1,728)	44,240	3,818,374	2037
2038	409,246	409,246	135,947	123,038	72,731	25,000	25,000	25,000	5,000	411,716	(2,470)	41,770	3,588,938	2038
2039	409,246	409,246	137,844	123,038	76,273	25,000	25,000	25,000	5,000	417,155	(7,909)	33,861	3,346,237	2039
2040	409,246	409,246	134,591	123,038	74,714	25,000	25,000	25,000	5,000	412,342	(3,097)	30,764	3,100,242	2040
2041	409,246	409,246	136,143	123,038	73,137	25,000	25,000	25,000	5,000	412,318	(3,072)	27,692	2,845,419	2041
2042	409,246	409,246	137,353	123,038	76,452	25,000	25,000	25,000	5,000	416,843	(7,597)	20,095	2,576,706	2042
2043	409,246	409,246	133,298	123,038	74,645	25,000	25,000	25,000	5,000	410,981	(1,735)	18,360	2,303,870	2043
2044	409,246	409,246	134,002	123,038	72,782	25,000	25,000	25,000	5,000	409,822	(576)	17,784	2,021,790	2044
2045	409,246	409,246	134,395	123,038	75,740	25,000	25,000	25,000	5,000	413,173	(3,927)	13,857	1,724,959	2045
2046	409,246	409,246	134,512	123,038	73,510	25,000	25,000	25,000	5,000	411,059	(1,814)	12,043	1,418,219	2046
2047	409,246	409,246	134,347	123,038	76,099			25,000	5,000	363,484	45,762	57,805	1,121,274	2047
2048	409,246	409,246	133,889	123,038	73,528			25,000	5,000	360,455	48,791	106,597	813,882	2048
2049	409,246	409,246	138,044	123,038	75,815			25,000	5,000	366,897	42,348	148,945	485,577	2049
2050	409,246	409,246	-	123,038	72,958			25,000	5,000	225,996	183,249	332,194	286,074	2050
2051	409,246	409,246	-	123,038	74,951			25,000	5,000	227,989	181,257	513,451	75,000	2051
2052	409,246	409,246	-	-	76,691				5,000	81,691	327,554	841,006	0.00	2052
Totals	\$8,891,063	\$8,891,063	\$2,436,990	\$2,460,761	\$1,497,307	\$500,000	\$500,000	\$500,000	\$155,000	\$8,050,058				Totals

- Façade Improvement Grants and Development Incentives to be financed with cash as available.
- Infrastructure projects to be financed with debt issuances as new development occurs.
- All projects are subject to authorization by City Council at the time of implementation.

Preliminary Timeline

- March 25
 - ✓ Initial Joint Review Board meeting
 - ✓ Plan Commission public hearing
 - Approval of resolution recommending approval of TID 19 Project Plan to City Council
- April 15
 - ✓ City Council meeting to consider approval of TID 19 Project Plan
- April 30
 - ✓ Final JRB meeting to vote on TID 19 Project Plan

Questions?

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Important Disclosures

Ehlers is the joint marketing name of the following affiliated businesses (collectively, the “Affiliates”): Ehlers & Associates, Inc. (“EA”), a municipal advisor registered with the Municipal Securities Rulemaking Board (“MSRB”) and the Securities and Exchange Commission (“SEC”); Ehlers Investment Partners, LLC (“EIP”), an SEC registered investment adviser; and Bond Trust Services Corporation (“BTS”), a holder of a limited banking charter issued by the State of Minnesota.

Where an activity requires registration as a municipal advisor pursuant to Section 15B of the Exchange Act of 1934 (Financial Management Planning and Debt Issuance & Management), such activity is or will be performed by EA; where an activity requires registration as an investment adviser pursuant to the Investment Advisers Act of 1940 (Investments and Treasury Management), such activity is or will be performed by EIP; and where an activity requires licensing as a bank pursuant to applicable state law (paying agent services shown under Debt Issuance & Management), such activity is or will be performed by BTS. Activities not requiring registration may be performed by any Affiliate.

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April 15, 2024

PROJECT PLAN

City of Menomonie, Wisconsin

Tax Incremental District No. 19



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	March 25, 2024
Public Hearing Held:	March 25, 2024
Approval by Plan Commission:	March 25, 2024
Adoption by City Council:	April 15, 2024
Approval by the Joint Review Board:	April 30, 2024

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SECTION 1: Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 19 (“District”) is a proposed blighted area district comprising approximately 52 acres located in central Menomonie. The District will be created to pay the costs of Development Incentives, Façade Improvement Grants, Property Acquisition, and various infrastructure projects. These costs are expected to eliminate blight and maintain downtown Menomonie as an asset of the City. Development Incentives are necessary to ensure that companies seeking to locate downtown are able demonstrate financial feasibility to proceed with new construction. Façade Improvements are an important tool for existing business owners to redevelop their older and challenged sites into more attractive destinations for commercial and retail uses. The proposed infrastructure projects will make downtown Menomonie a more pedestrian friendly and inviting atmosphere that promotes safety and enhanced economic vitality.

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include Development Incentives, Façade Improvement Grants, Main Street Reconstruction, Sidewalk Replacements, Regional Pond #5 Construction, Traffic Signal Control Cabinet Replacements, Property Acquisition, and Lake Bank Trail Construction. The total amount of project costs is approximately \$5.5 million.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$25.5 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 25 of its allowable 27 years.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

The Company’s representation that the Project is not economically viable without public participation based on extraordinary costs associated with demolition of structures and redevelopment of existing sites.

The substantial investment needed to provide the public infrastructure necessary to allow for development within the District. Absent the use of tax incremental financing, the City is unable to fully fund this program of infrastructure improvements.

2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.

As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District is a blighted area as defined by Wis. Stat. § 66.1105(2)(ae)1.
5. Based on the foregoing finding, the District is designated as a blighted area district.
6. The Project Costs relate directly to the elimination of blight in the District, consistent with the purpose for which the District is created.

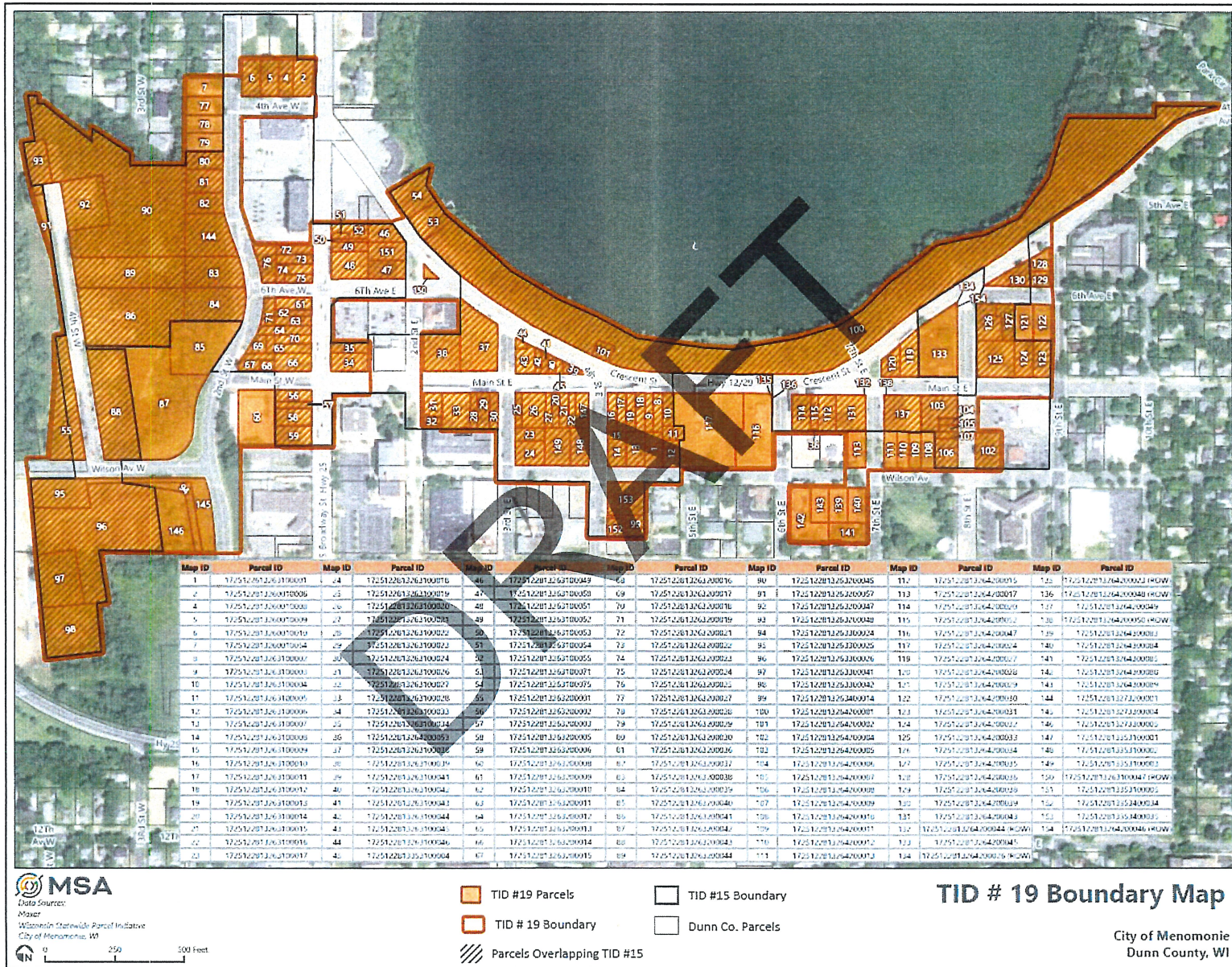
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

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SECTION 2:
Preliminary Map of Proposed District Boundary

Map Found on Following Page.

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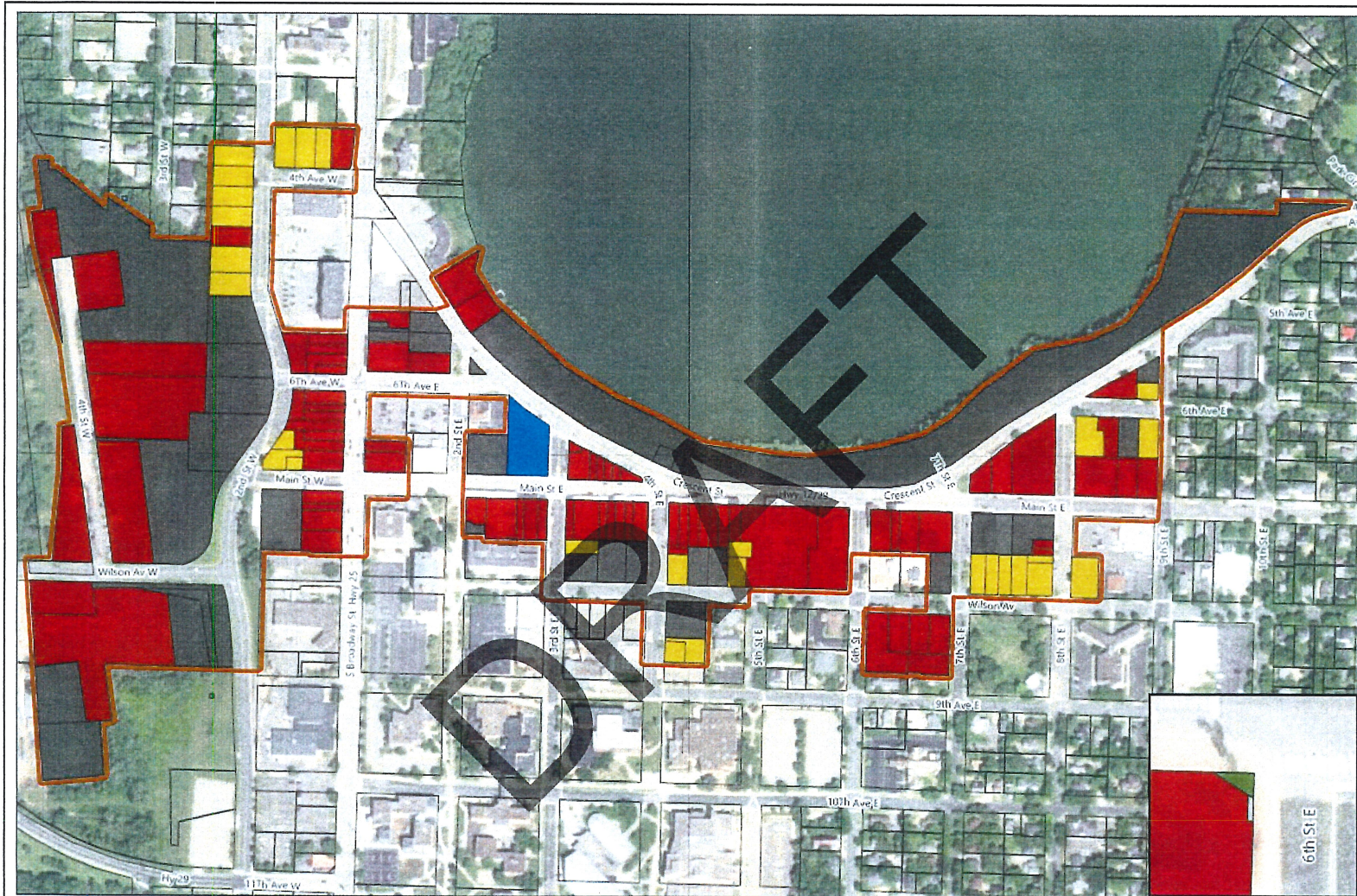


Tax Incremental District No. 19 Project Plan
Prepared by Ehlers

SECTION 3:
Map Showing Existing Uses and Conditions

Map Found on Following Page.

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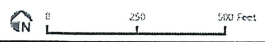


MSA

Maple Sources:
 Mavor, MicroSoft, Mavor
 Wisconsin Statewide Parcel Initiative
 City of Menomonie, WI

- Residential
- Commercial
- Federal
- State
- Other Exempt
- TID # 19 Boundary
- Dunn Co. Parcels
- Vacant Lot

TID # 19 Existing Land Use



City of Menomonie
 Dunn County, WI

SECTION 4: Preliminary Parcel List and Analysis

Map Reference Number	Parcel Number	Address	Owner	Assessed Value			Equalized Value ²			Overlapping TID	Acres	Blighted
				Land	Improvement	Total	Land	Improvement	Total			
N/A	ROW Areas										0.00	
1	1725122613263100001	413 WILSON AVE	CITY OF MENOMONIE	0	0		0	0	0	15	0.20	0.20
2	1725122813260010006	319 S BROADWAY ST	HOU PAN & TERESA W CHAU	67,400	221,600	289,000	88,700	291,700	380,400	15	0.22	0.22
3	0	NOT USED		0	0	0	0	0	0	15	0.00	0.00
4	1725122813260010008	109 4TH AVE W	SHEILA TALCOTT	11,300	225,900	237,200	14,900	297,300	312,200	15	0.16	0.00
5	1725122813260010009	115 4TH AVE W	BRIAN W JORGENSEN	16,000	127,800	143,800	21,100	168,200	189,300	15	0.20	0.00
6	1725122813260010010	119 4TH AVE W	DENNIS FRANK	16,000	145,400	161,400	21,100	191,400	212,500	15	0.20	0.00
7	1725122813260010054	321 2ND ST W	JEFFREY C & SHARI L COLLACOTT	16,000	167,400	183,400	21,100	220,300	241,400	0	0.20	0.00
8	1725122813263100002	436 MAIN ST E	NEW TO YOU PROPERTIES LLC	37,600	259,900	297,500	49,500	342,100	391,600	15	0.12	0.00
9	1725122813263100003	424 MAIN ST E	HANSEN COMPANIES, LLC	28,200	72,600	100,800	37,100	95,600	132,700	15	0.09	0.00
10	1725122813263100004	438 MAIN ST E	HOLDENSMITH PROPERTIES LLC	34,500	277,100	311,600	45,400	364,700	410,100	15	0.11	0.00
11	1725122813263100005	717 5TH ST E	CRAIG T STELTER	26,300	149,200	175,500	34,600	196,400	231,000	15	0.09	0.09
12	1725122813263100006	421 WILSON AVE	STEVEN C & MARY J SANFILIPPO	11,100	218,300	229,400	14,600	287,300	301,900	15	0.14	0.14
13	1725122813263100007	409 WILSON AVE	CITY OF MENOMONIE	0	0	0	0	0	0	15	0.20	0.20
14	1725122813263100008	403 WILSON AVE	CRAIG T STELTER	12,200	160,100	172,300	16,100	210,700	226,800	15	0.15	0.15
15	1725122813263100009	710 4TH ST E	EEHB INC	15,700	84,200	99,900	20,700	110,800	131,500	15	0.05	0.05
16	1725122813263100010	400 MAIN ST E	TWD ENTERPRISE LLC	74,500	345,100	419,600	98,100	454,200	552,300	15	0.11	0.00
17	1725122813263100011	406 MAIN ST E	MUNCHIN FOODS LLC	34,500	187,400	221,900	45,400	246,600	292,000	15	0.11	0.00
18	1725122813263100012	420 MAIN ST E	MPOC, LLC	37,600	289,400	327,000	49,500	380,900	430,400	15	0.12	0.00
19	1725122813263100013	414 MAIN ST E	JABS4, LLC	34,500	210,700	245,200	45,400	277,300	322,700	15	0.11	0.00
20	1725122813263100014	326 MAIN ST E	LAYNE & KIMBERLY LOVETT	25,100	120,600	145,700	33,000	158,700	191,700	15	0.08	0.00
21	1725122813263100015	332 MAIN ST E	332 MAIN STREET LLC	31,300	152,800	184,100	41,200	201,100	242,300	15	0.10	0.00
22	1725122813263100016	336 MAIN ST E	COSONERO, LLC	21,900	145,000	166,900	28,800	190,800	219,600	15	0.07	0.00
23	1725122813263100017	714 3RD ST E	SIPPLE INS AGCY, INC	34,500	165,600	200,100	45,400	218,000	263,400	15	0.11	0.11
24	1725122813263100018	720 3RD ST E	WISCONSIN TELEPHONE CO	0	0	0	0	0	0	15	0.20	0.00
25	1725122813263100019	300 MAIN ST E	ANSHUS JEWELERS	18,800	175,000	193,800	24,700	230,300	255,000	15	0.06	0.00
26	1725122813263100020	306 MAIN ST E	G & G-MANAGEMENT LLC	76,800	423,200	500,000	101,100	557,000	658,100	15	0.26	0.00
27	1725122813263100021	320 MAIN ST E	ADORE HOLDINGS LLC	21,900	147,500	169,400	28,800	194,100	222,900	15	0.07	0.00
28	1725122813263100022	228 MAIN ST E	ROBERT S & RENEE R FEDERICO	25,100	144,700	169,800	33,000	190,400	223,400	15	0.08	0.00
29	1725122813263100023	230 MAIN ST E	VERONICA PROPERTIES, LLC	43,900	249,500	293,400	57,800	328,400	386,200	15	0.14	0.00
30	1725122813263100024	244 MAIN ST E	244 MAIN STREET LLC	28,200	305,100	333,300	37,100	401,600	438,700	15	0.09	0.00
31	1725122813263100026	200 MAIN ST E	VVM INVESTMENTS LLC	40,700	625,100	665,800	53,600	822,700	876,300	15	0.13	0.00
32	1725122813263100027	710 2ND ST E	MINISTRY, INC.	0	0	0	0	0	0	15	0.05	0.00
33	1725122813263100028	214 MAIN ST E	TAINTER PROPERTIES LLC	86,200	474,200	560,400	113,500	624,100	737,600	15	0.30	0.00
34	1725122813263100033	105 MAIN ST E	R CHUDACOFF REALTY LLC	62,700	361,100	423,800	82,500	475,300	557,800	15	0.20	0.20
35	1725122813263100034	630 S BROADWAY ST	JOSEFINA PROPERTIES LLC	34,500	224,800	259,300	45,400	295,900	341,300	15	0.11	0.11
36	1725122813264200053		RLO REAL ESTATE LLC	0	0	0	0	0	0	15	0.01	0.00
37	1725122813263100038	235 MAIN ST E	U S POST OFFICE	0	0	0	0	0	0	15	0.64	0.00
38	1725122813263100039	205 MAIN ST E	THE MABEL TAINTER MEMORIAL	0	0	0	0	0	0	15	0.40	0.00
39	1725122813263100041	335 MAIN ST E	JOAN NAVARRE	23,500	192,400	215,900	30,900	253,200	284,100	15	0.05	0.00
40	1725122813263100042	321 MAIN ST E	2119 REAL ESTATE LLC	18,800	172,500	191,300	24,700	227,000	251,700	15	0.04	0.00

Map Reference Number	Parcel Number	Address	Owner	Assessed Value			Equalized Value ²			Overlapping TID	Acres	Blighted
				Land	Improvement	Total	Land	Improvement	Total			
41	1725122813263100043	315 MAIN ST E	2119 REAL ESTATE LLC	23,500	247,100	270,600	30,900	325,200	356,100	15	0.05	0.00
42	1725122813263100044	313 MAIN ST E	NORTHWOODS FLY LLC	18,800	130,400	149,200	24,700	171,600	196,300	15	0.04	0.00
43	1725122813263100045	301 MAIN ST E	TWD ENTERPRISE LLC	47,000	342,200	389,200	61,900	450,400	512,300	15	0.15	0.00
44	1725122813263100046	300 CRESCENT ST SE	TWD ENTERPRISE LLC	9,400	7,300	16,700	12,400	9,600	22,000	15	0.03	0.00
45	1725122813263100004	327 MAIN ST E	CHRISTINE & JOEL WOLFFE	23,500	138,400	161,900	30,900	182,200	213,100	15	0.05	0.00
46	1725122813263100049	511 CRESCENT ST SE	CITY OF MENOMONIE	0	0	0	0	0	0	15	0.17	0.09
47	1725122813263100050	521 2ND ST E	MPOC, LLC	65,000	314,800	379,800	85,500	414,300	499,800	15	0.21	0.00
48	1725122813263100051	544 S BROADWAY ST	THE MARION PROPERTY MANAGE	83,800	808,700	892,500	110,300	1,064,400	1,174,700	15	0.29	0.00
49	1725122813263100052	524 S BROADWAY ST	CITY OF MENOMONIE	0	0	0	0	0	0	15	0.11	0.00
50	1725122813263100053	516 S BROADWAY ST	MARCIA E SCHOLFIELD	62,700	64,400	127,100	82,500	84,800	167,300	15	0.13	0.00
51	1725122813263100054		CITY OF MENOMONIE	0	0	0	0	0	0	15	0.03	0.00
52	1725122813263100055	520 S BROADWAY ST	CITY OF MENOMONIE	0	0	0	0	0	0	15	0.03	0.00
53	1725122813263100071	512 CRESCENT ST SE	JASON DAVIS	118,700	142,900	261,600	156,200	188,100	344,300	15	0.27	0.00
54	1725122813263100075	506 CRESCENT ST SE	TRIMBLE LEASING LLC	153,900	190,300	344,200	202,600	250,500	453,100	15	0.37	0.37
55	1725122813263200001	621 4TH ST W	BREWING ASSETS LLC	36,000	340,700	376,700	47,400	448,400	495,800	15	0.79	0.00
56	1725122813263200002	110 MAIN ST W	DOS AMIGOS PROPERTIES LLC	40,700	305,200	345,900	53,600	401,700	455,300	15	0.13	0.00
57	1725122813263200003	705 S BROADWAY ST	PIZZA PIE LLC	21,900	152,400	174,300	28,800	200,600	229,400	15	0.07	0.00
58	1725122813263200005	709 S BROADWAY ST	STOUT PROPERTIES LLC	62,700	372,500	435,200	82,500	490,300	572,800	15	0.20	0.00
59	1725122813263200006	719 S BROADWAY ST	CARLBERGS LLC	65,000	142,100	207,100	85,500	187,000	272,500	15	0.21	0.00
60	1725122813263200008	116 MAIN ST W	CITY OF MENOMONIE	0	0	0	0	0	0	0	0.60	0.60
61	1725122813263200009	603 S BROADWAY ST	D J FEDDERLY PROP LLC	40,700	358,300	399,000	53,600	471,600	525,200	15	0.13	0.00
62	1725122813263200010	613 S BROADWAY ST	LAKESIDE LOUNGE INC	21,900	142,700	164,600	28,800	187,800	216,600	15	0.07	0.00
63	1725122813263200011	617 S BROADWAY ST	CHRIS A STATZ	31,300	143,300	174,600	41,200	188,600	229,800	15	0.10	0.00
64	1725122813263200012	619 S BROADWAY ST	RTJJ, LLC	43,900	175,900	219,800	57,800	231,500	289,300	15	0.14	0.00
65	1725122813263200013	633 S BROADWAY ST	MAYA PROPERTIES LLC	43,900	198,600	242,500	57,800	261,400	319,200	15	0.14	0.14
66	1725122813263200014	639 S BROADWAY ST	GARY C SUKOWATEY	62,700	114,300	177,000	82,500	150,400	232,900	15	0.20	0.20
67	1725122813263200015	119 MAIN ST W	DELVIN M & DEBRA L LARSON	11,200	129,900	141,100	14,700	171,000	185,700	15	0.14	0.14
68	1725122813263200016	113 MAIN ST W	DELVIN M & DEBRA L LARSON	4,000	88,300	92,300	5,300	116,200	121,500	15	0.05	0.05
69	1725122813263200017	612 2ND ST W	DAVISFIELD, LLC	6,400	93,900	100,300	8,400	123,600	132,000	15	0.08	0.08
70	1725122813263200018	631 S BROADWAY ST	JARED J HART	31,300	286,600	317,900	41,200	377,200	418,400	15	0.10	0.10
71	1725122813263200019	120 6TH AVE W	MPOC, LLC	31,300	229,100	260,400	41,200	301,500	342,700	15	0.10	0.00
72	1725122813263200021		JACK D & KATHRYN E STELTER	31,300	2,900	34,200	41,200	3,800	45,000	15	0.10	0.00
73	1725122813263200022	533 S BROADWAY ST	JACK D & KATHRYN E STELTER	31,300	87,600	118,900	41,200	115,300	156,500	15	0.10	0.00
74	1725122813263200023	541 S BROADWAY ST	JASON DAVIS	40,700	128,800	169,500	53,600	169,500	223,100	15	0.13	0.00
75	1725122813263200024	545 S BROADWAY ST	JASON DAVIS	21,900	161,500	183,400	28,800	212,600	241,400	15	0.07	0.00
76	1725122813263200025	119 6TH AVE W	MENOMONIE THEATER GUILD	59,500	175,300	234,800	78,300	230,700	309,000	15	0.19	0.00
77	1725122813263200027	401 2ND ST W	CAITLIN R. BRUCE	16,000	114,200	130,200	21,100	150,300	171,400	0	0.20	0.00
78	1725122813263200028	407 2ND ST W	RP CONSTRUCTION & RENTAL LLC	16,000	163,600	179,600	21,100	215,300	236,400	0	0.20	0.00
79	1725122813263200029	417 2ND ST W	NORMAN T & LINDA J NELSON	16,000	182,900	198,900	21,100	240,700	261,800	0	0.20	0.00
80	1725122813263200030	419 2ND ST W	BIRD CHIROPRACTIC OFFICE LLC	16,000	158,800	174,800	21,100	209,000	230,100	15	0.20	0.00
81	1725122813263200036	423 2ND ST W	ROBERT H STEVENS	19,100	139,800	158,900	25,100	184,000	209,100	15	0.26	0.26
82	1725122813263200037	501 2ND ST W	EM RENTALS LLC	17,500	98,600	116,100	23,000	129,800	152,800	15	0.23	0.23
83	1725122813263200038	521 2ND ST W	CITY OF MENOMONIE	0	0	0	0	0	0	15	0.53	0.53
84	1725122813263200039	603 2ND ST W	CITY OF MENOMONIE	0	0	0	0	0	0	15	0.60	0.60
85	1725122813263200040	611 2ND ST W	CITY OF MENOMONIE	0	0	0	0	0	0	0	0.89	0.89
86	1725122813263200041	600 4TH ST W	NEW SKELGAS INC	56,700	23,200	79,900	74,600	30,500	105,100	15	1.69	1.69
87	1725122813263200042		CITY OF MENOMONIE	0	0	0	0	0	0	0	2.14	2.14
88	1725122813263200043	700 4TH ST W	MICHAEL J CANON	46,400	68,900	115,300	61,100	90,700	151,800	15	1.23	1.23
89	1725122813263200044	520 4TH ST W	FREDERICK J & MARJORY WEBER	41,200	0	41,200	54,200	0	54,200	15	1.00	1.00
90	1725122813263200045		C ST P M & O RY	0	0	0	0	0	0	15	3.63	3.63

Map Reference Number	Parcel Number	Address	Owner	Assessed Value			Equalized Value ²			Overlapping TID	Acres	Blighted
				Land	Improvement	Total	Land	Improvement	Total			
91	1725122813263200057		CEDAR COUNTRY COOPERATIVE	0	0	0	0	0	0	0	0.08	0.08
92	1725122813263200047	502 4TH ST W	CEDAR COUNTRY COOPERATIVE	26,300	20,100	46,400	34,600	26,500	61,100	15	0.63	0.63
93	1725122813263200048		CITY OF MENOMONIE	0	0	0	0	0	0	15	0.30	0.30
94	1725122813263300024		CITY OF MENOMONIE	0	0	0	0	0	0	0	0.23	0.23
95	1725122813263300025	310 WILSON AVE W	DAVID AND LORI HOWE TRUST	12,200	62,300	74,500	16,100	82,000	98,100	15	0.49	0.00
96	1725122813263300026	308 WILSON AVE W	DAVID AND LORI HOWE TRUST	65,000	481,800	546,800	85,500	634,100	719,600	15	2.31	0.00
97	1725122813263300041		CITY OF MENOMONIE	0	0	0	0	0	0	15	0.65	0.00
98	1725122813263300042	320 WILSON AVE W	CITY OF MENOMONIE	0	0	0	0	0	0	15	0.82	0.00
99	1725122813263400014	812 4TH ST E	CRAIG T STELTER	11,200	83,400	94,600	14,700	109,800	124,500	15	0.14	0.14
100	1725122813264200001	518 CRESCENT ST SE	CITY OF MENOMONIE	0	0	0	0	0	0	15	8.92	8.92
101	1725122813264200002		CITY OF MENOMONIE	0	0	0	0	0	0	15	0.08	0.08
102	1725122813264200004	803 WILSON AVE	IJW INC	18,600	249,600	268,200	24,500	328,500	353,000	15	0.25	0.00
103	1725122813264200005	720 MAIN ST E	CITY OF MENOMONIE	0	0	0	0	0	0	15	0.32	0.32
104	1725122813264200006	709 8TH ST E	CRAIG T STELTER	12,500	18,300	30,800	16,500	24,100	40,600	15	0.04	0.04
105	1725122813264200007	711 8TH ST E	CRAIG T STELTER	3,200	80,400	83,600	4,200	105,800	110,000	15	0.04	0.04
106	1725122813264200008	721 WILSON AVE	SCHLOUGH RENTAL PROPERTIES, LL	16,000	336,000	352,000	21,100	442,200	463,300	15	0.20	0.20
107	1725122813264200009	713 8TH ST E	CRAIG T STELTER	3,200	8,900	12,100	4,200	11,700	15,900	15	0.04	0.04
108	1725122813264200010	715 WILSON AVE	ELAINE C STELTER	12,000	217,500	229,500	15,800	286,300	302,100	0	0.15	0.15
109	1725122813264200011	705 WILSON AVE	CRAIG T & ELIZABETH STELTER	10,400	135,800	146,200	13,700	178,700	192,400	0	0.13	0.13
110	1725122813264200012	703 WILSON AVE	CRAIG & ELIZABETH STELTER	10,400	151,300	161,700	13,700	199,100	212,800	0	0.13	0.13
111	1725122813264200013	701 WILSON AVE	CRAIG T & ELIZABETH STELTER	11,200	142,200	153,400	14,700	187,200	201,900	0	0.14	0.14
112	1725122813264200015	620 MAIN ST E	THE MARION PROPERTY MANAGEME	65,000	138,300	203,300	85,500	182,000	267,500	15	0.21	0.21
113	1725122813264200017	621 WILSON AVE	CALVARY CHAPEL OF MENO	0	0	0	0	0	0	15	0.20	0.00
114	1725122813264200020	600 MAIN ST E	RLO REAL ESTATE LLC	65,000	48,100	113,100	85,500	63,300	148,800	15	0.21	0.00
115	1725122813264200052	614 MAIN ST E	RLO REAL ESTATE LLC	37,600	147,200	184,800	49,500	193,700	243,200	15	0.08	0.08
116	1725122813264200047	544 MAIN ST E	JHGV LLC	208,300	452,300	660,600	274,200	595,300	869,500	0	0.72	0.72
117	1725122813264200024	500 MAIN ST E	BL-BRANCH GROUP ONE, LLC	263,300	881,000	1,144,300	346,500	1,159,500	#####	0	1.37	0.00
118	0	NOT USED		0	0	0	0	0	0	15	0.00	0.00
119	1725122813264200027	709 MAIN ST E	HARMON PLACE PROPERTIES, LLC	101,100	194,200	295,300	133,100	255,600	388,700	15	0.22	0.22
120	1725122813264200028	701 MAIN ST E	HARMON PLACE PROPERTIES, LLC	49,400	9,400	58,800	65,000	12,400	77,400	15	0.14	0.14
121	1725122813264200029	816 6TH AVE E	WEST WISCONSIN TELCOM	0	0	0	0	0	0	0	0.20	0.20
122	1725122813264200030	603 9TH ST E	WILLIAM G STORDAHL	16,000	152,900	168,900	21,100	201,200	222,300	0	0.20	0.20
123	1725122813264200031	821 MAIN ST E	AGRE MANAGEMENT LLC	62,700	115,300	178,000	82,500	151,800	234,300	15	0.20	0.20
124	1725122813264200032	815 MAIN ST E	DR LINDA M J CAPRA	62,700	157,700	220,400	82,500	207,600	290,100	15	0.20	0.20
125	1725122813264200033	807 MAIN ST E	CEDAR COUNTRY COOPERATIVE	109,700	179,100	288,800	144,400	235,700	380,100	15	0.40	0.40
126	1725122813264200034	802 6TH AVE E	IJW INC	18,600	221,800	240,400	24,500	291,900	316,400	15	0.25	0.25
127	1725122813264200035	810 6TH AVE E	THOMAS R MAUEL	43,900	3,100	47,000	57,800	4,100	61,900	15	0.14	0.14
128	1725122813264200036	515 9TH ST E	CITY OF MENOMONIE	0	0	0	0	0	0	0	0.10	0.10
129	1725122813264200038	517 9TH ST E	JANE M BROM-PIERZINA	8,000	144,700	152,700	10,500	190,400	200,900	15	0.10	0.10
130	1725122813264200039	815 6TH AVE E	OTTO & MARILYN WALDBUESSER RE	59,500	111,800	171,300	78,300	147,100	225,400	15	0.19	0.19
131	1725122813264200043	624 MAIN ST E	JON THE BREWER LLC	95,500	300,700	396,200	125,700	395,800	521,500	15	0.34	0.00
132	1725122813264200044 (RO		STATE OF WISCONSIN (DOT)	0	0	0	0	0	0	15	0.01	0.00
133	1725122813264200045	717 MAIN ST E	BANK MUTUAL	206,600	449,200	655,800	271,900	591,200	863,100	0	0.70	0.70
134	1725122813264200026 (RO		STATE OF WISCONSIN	0	0	0	0	0	0	15	0.01	0.00
135	1725122813264200023 (RO		STATE OF WISCONSIN	0	0	0	0	0	0	15	0.01	0.00
136	1725122813264200048 (RO		STATE OF WISCONSIN (DOT)	0	0	0	0	0	0	15	0.01	0.00
137	1725122813264200049	710 MAIN ST E	LIBERTY CHRISTIAN CENTER INC	0	0	0	0	0	0	15	0.40	0.00
138	1725122813264200050 (RO		STATE OF WISCONSIN (DOT)	0	0	0	0	0	0	15	0.01	0.00
139	1725122813264300083	614 WILSON AVE	CEDAR CORPORATION	16,000	16,300	32,300	21,100	21,500	42,600	0	0.20	0.20
140	1725122813264300084	620 WILSON AVE	CEDAR CORPORATION	16,000	12,700	28,700	21,100	16,700	37,800	0	0.20	0.20

Map Reference Number	Parcel Number	Address	Owner	Assessed Value			Equalized Value ²			Overlapping TID	Acres	Blighted
				Land	Improvement	Total	Land	Improvement	Total			
141	1725122813264300085	815 7TH ST E	CEDAR CORPORATION	16,000	165,600	181,600	21,100	218,000	239,100	0	0.20	0.20
142	1725122813264300088	604 WILSON AVE	CEDAR CORPORATION	110,800	805,900	916,700	145,800	1,060,700	1,206,500	0	0.41	0.41
143	1725122813264300089	608 WILSON AVE	CEDAR CORPORATION	16,000	12,700	28,700	21,100	16,700	37,800	0	0.20	0.20
144	1725122813273200001	511 2ND ST W	CITY OF MENOMONIE	0	0	0	0	0	0	0	0.58	0.58
145	1725122813273300004		CITY OF MENOMONIE	0	0	0	0	0	0	0	0.58	0.58
146	1725122813273300005		CITY OF MENOMONIE	0	0	0	0	0	0	0	0.66	0.66
147	1725122813353100001	342 MAIN ST E	MJVW INVESTMENTS LLC	47,000	324,900	371,900	61,900	427,600	489,500	15	0.15	0.00
148	1725122813353100002	321 WILSON AVE	CITY OF MENOMONIE	0	0	0	0	0	0	15	0.20	0.20
153	1725122813353400035		CITY OF MENOMONIE	0	0	0	0	0	0	15	0.36	0.28
150	1725122813263100047 (ROW)	519 CRESCENT ST SE	CITY OF MENOMONIE	0	0	0	0	0	0	0	0.03	0.00
151	1725122813353100005		CITY OF MENOMONIE	0	0	0	0	0	0	15	0.20	0.00
152	1725122813353400034	814 4TH ST E	CRAIG T STELTER	31,300	231,500	262,800	0	0	0	15	0.10	0.10
153	1725122813353400035		CITY OF MENOMONIE	0	0	0	0	0	0	15	0.36	0.36
154	1725122813264200046 (ROW)		STATE OF WISCONSIN (DOT)	0	0	0	0	0	0	15	0.01	0.00
TOTALS				4,596,300	21,651,600	26,247,900	6,008,400	28,192,000	34,200,400		50.99	34.94

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**SECTION 5:
Equalized Value Test**

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City. The value of those parcels located within Tax Incremental District No. 19 that will be overlapped are not included in the base value of the District as that value is reflected within the total of existing incremental value.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$117,133,700. This value is less than the maximum of \$201,838,836 in equalized value that is permitted for the City.

City of Menomonie, Wisconsin Tax Increment District No. 19 Valuation Test Compliance Calculation	
Calculation of City Equalized Value Limit	
City TID IN Equalized Value (Jan. 1, 2023)	\$1,681,990,300
TID Valuation Limit @ 12% of Above Value	\$201,838,836
Calculation of Value Subject to Limit	
Estimated Base Value of Territory to be Included in District	\$34,200,400
Plus: Assumed change for Jan. 1, 2024 assessment	\$0
Incremental Value of Existing Districts (Jan. 1, 2023)	\$117,133,700
Less: Value of Parcels Removed from District	\$0
Less: Value of Underlying TID Parcels	(27,355,500)
Total Value Subject to 12% Valuation Limit	\$123,978,600
Total Percentage of TID IN Equalized Value	7.37%
Residual Value Capacity of TID IN Equalized Value	\$77,860,236

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that

property, the net amount shall be considered “real property assembly costs” as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Community Development Authority (CDA) or Redevelopment Authority (RDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its CDA (RDA) to be used for administration,

planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA (RDA) for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City, through its CDA (RDA), may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the CDA (RDA) in the program manual. Any funds returned to the CDA (RDA) from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the CDA (RDA) for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City’s corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District:

- Regional Pond #5 Construction - \$679,900
- Traffic Signal Control Cabinet Replacements - \$165,000
- A portion of Main Street Reconstruction may take place outside the District boundary along 2nd Street. - \$2,456,695

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of

informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

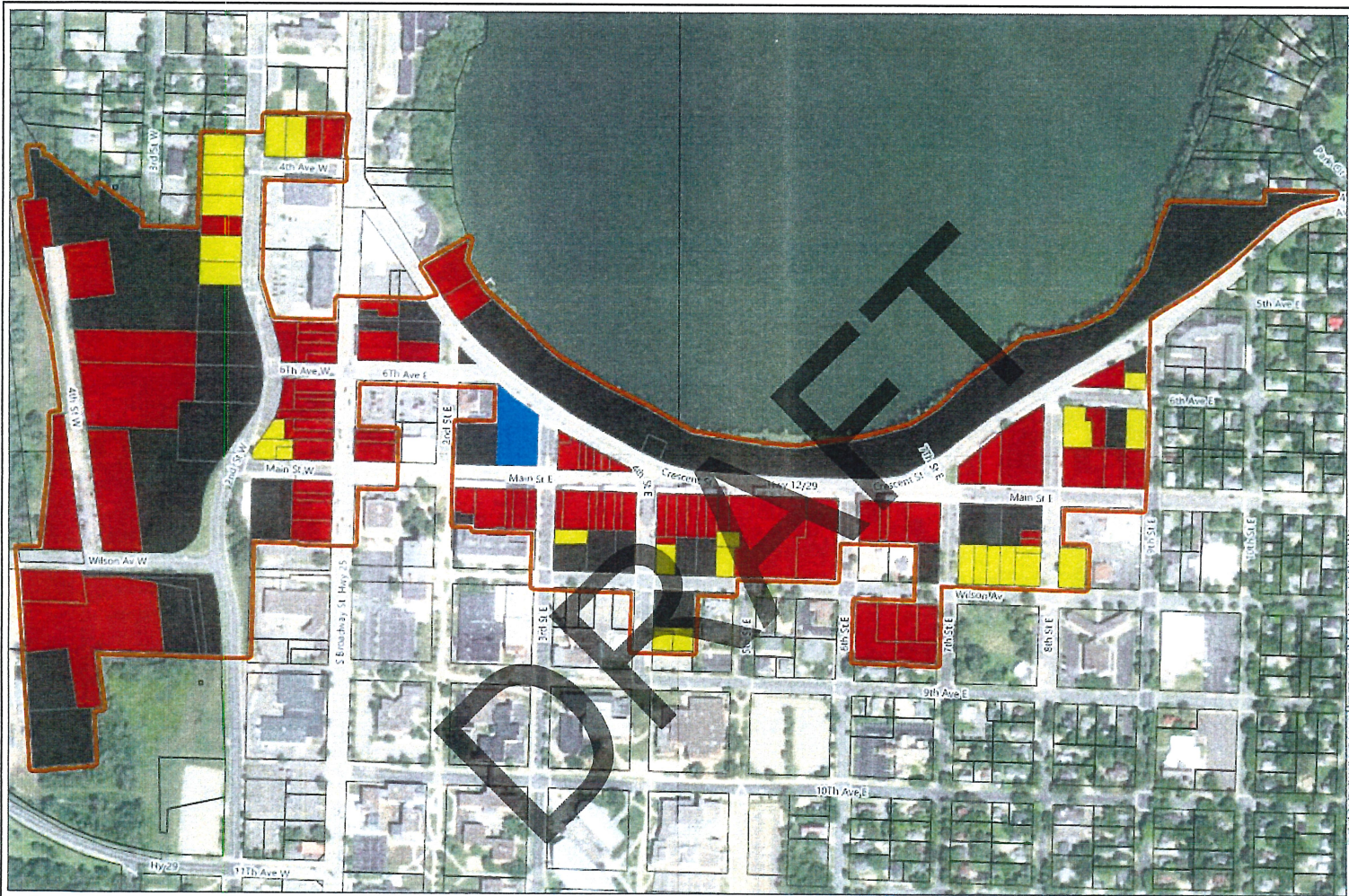
Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

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SECTION 7:
Map Showing Proposed Improvements and Uses

Map Found on Following Page.

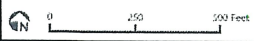
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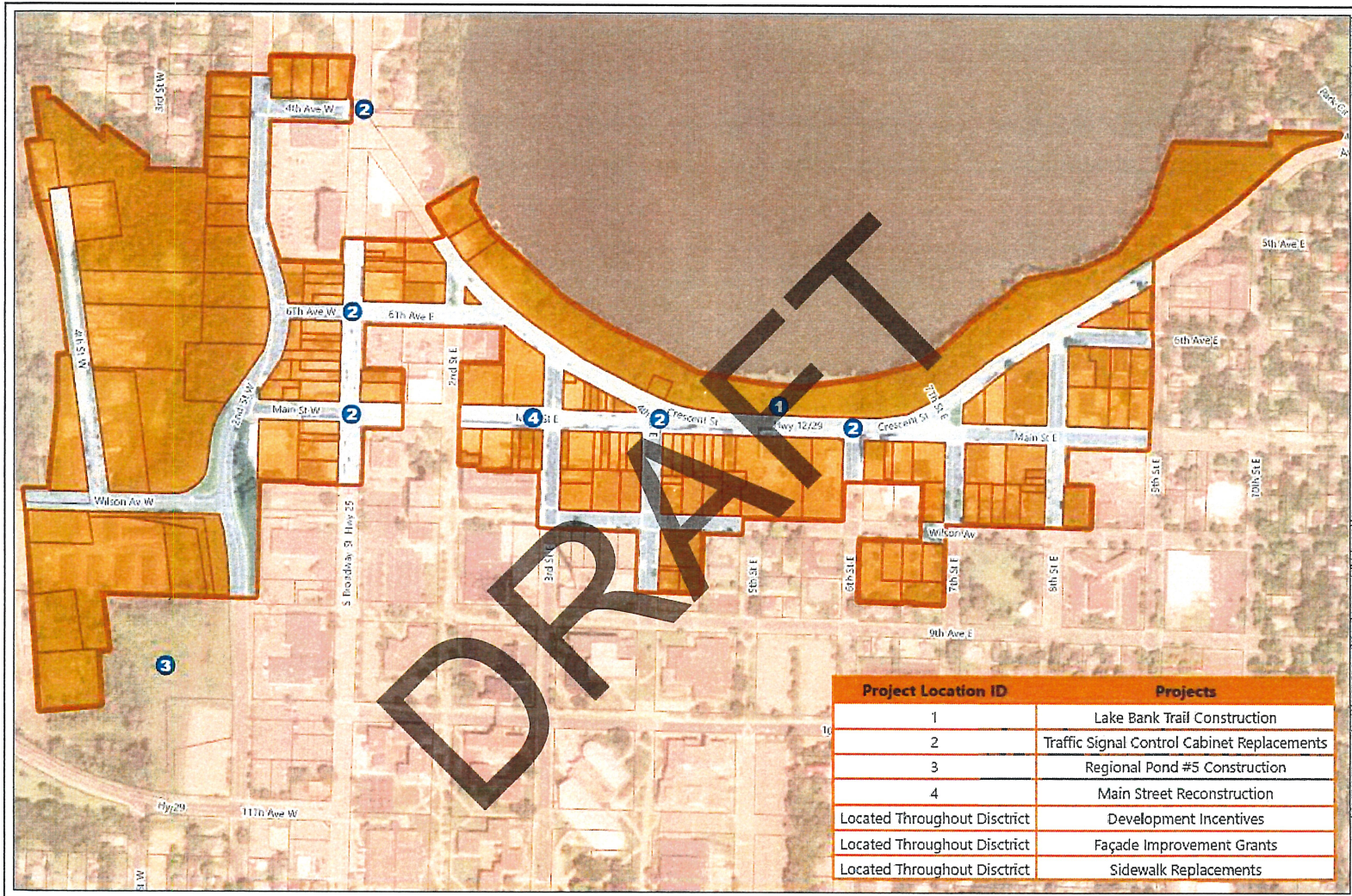
MSA
 Data Source:
 Esri/ArcGIS

- Residential
- Commercial
- Federal
- State
- Vacant Lot
- Other Exempt
- TID # 19 Boundary
- Dunn Co. Parcels

TID #19 Future Land Use



City of Menomonie
 Dunn County, WI

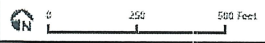


Project Location ID	Projects
1	Lake Bank Trail Construction
2	Traffic Signal Control Cabinet Replacements
3	Regional Pond #5 Construction
4	Main Street Reconstruction
Located Throughout District	Development Incentives
Located Throughout District	Façade Improvement Grants
Located Throughout District	Sidewalk Replacements

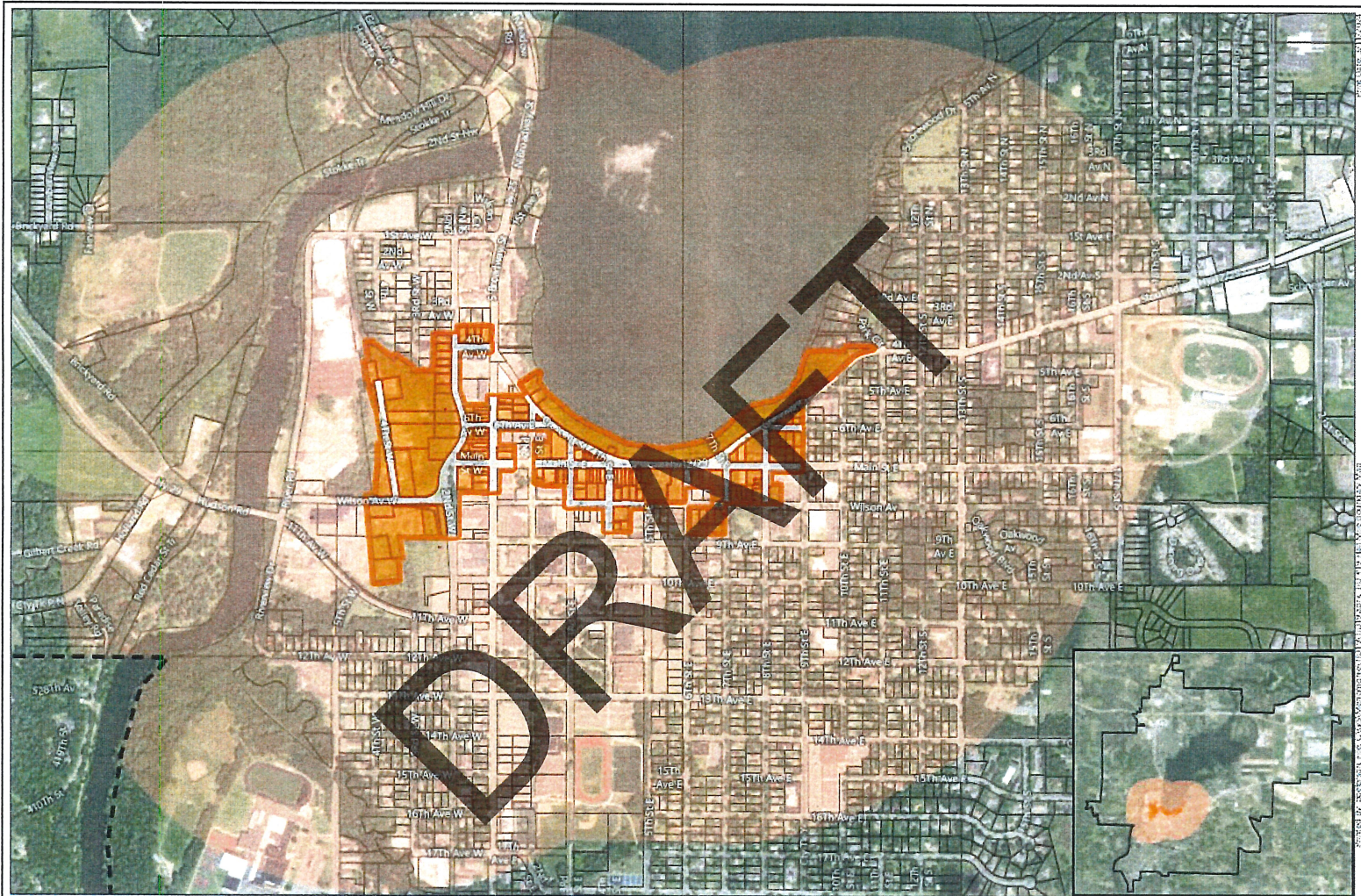
MSA
 Data Sources:
 Maxar, Microsoft, Maxar
 Wisconsin's Statewide Parcel Initiative
 City of Menomonie, WI

TID #19 Parcels
 TID #19 Boundary
 Half Mile Boundary
 Dunn Co. Parcels

TID #19 Project Map



City of Menomonie
 Dunn County, WI



MSA
 Data Sources:
 Earthstar Geographics, Maxar
 Wisconsin Statewide Parcel Initiative
 City of Menomonie, WI



- Half Mile Boundary
- TID #19 Parcels
- TID # 19 Boundary
- Municipal Boundary
- Dunn Co. Parcels

TID #19 Half Mile Boundary Map

City of Menomonie
 Dunn County, WI

SECTION 8: Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Menomonie, Wisconsin Tax Increment District No. 19 Detailed List of Estimated Project Costs								
Project ID	Project Name/Type	Est. Cost					Ongoing	Totals
		Phase I	Phase II	Phase III	Phase IV	Phase V		
1	Development Incentives	500,000					500,000	1,000,000
2	Façade Improvement Grants		500,000					500,000
3	Main Street Reconstruction (Grant Portion)			2,456,695 (1,228,348)				2,456,695 (1,228,348)
4	Sidewalk Replacements (Grant Portion)			494,900 (247,450)				494,900 (247,450)
5	Regional Pond #5 Construction (Grant Portion)				679,900 (339,950)			679,900 (339,950)
6	Traffic Signal Control Cabinet Replacements (Grant Portion)				156,000 (78,000)			156,000 (78,000)
7	Property Acquisition				1,000,000			1,000,000
8	Lake Bank Trail Construction (Grant Portion)					1,873,850 (936,925)		1,873,850 (936,925)
9	Ongoing Planning & Administrative Costs						155,000	155,000
Total Projects		\$500,000	\$500,000	\$1,475,797	\$1,417,950	\$1,436,925	\$155,000	\$5,485,672
Notes:		100% of the listed projects are eligible for TID No. 19 funding. Amounts of project grant portions are estimated. Tax Increment District No. 15 may provide funding for projects in TID 19 in the future subject to an amendment to the TID 15 project plan.						

SECTION 9: Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create \$25.5 million in incremental value by 2035. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$16.05 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate \$8,891,063 in incremental tax revenue over the 27-year term of the District as shown in **Table 2**.

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Table 1 – Development Assumptions

City of Menomonie, Wisconsin					
Tax Increment District No. 19					
Development Assumptions					
Construction Year	Actual	Downtown Menomonie	Annual Total	Construction Year	
1 2024			-	2024	1
2 2025		3,500,000	3,500,000	2025	2
3 2026			-	2026	3
4 2027		7,000,000	7,000,000	2027	4
5 2028			-	2028	5
6 2029		5,000,000	5,000,000	2029	6
7 2030			-	2030	7
8 2031		5,000,000	5,000,000	2031	8
9 2032			-	2032	9
10 2033		2,500,000	2,500,000	2033	10
11 2034			-	2034	11
12 2035		2,500,000	2,500,000	2035	12
13 2036			-	2036	13
14 2037			-	2037	14
15 2038			-	2038	15
16 2039			-	2039	16
17 2040			-	2040	17
18 2041			-	2041	18
19 2042			-	2042	19
20 2043			-	2043	20
21 2044			-	2044	21
22 2045			-	2045	22
23 2046			-	2046	23
24 2047			-	2047	24
25 2048			-	2048	25
26 2049			-	2049	26
27 2050			-	2050	27
Totals	<u>-</u>	<u>\$25,500,000</u>	<u>\$25,500,000</u>		

Table 2 – Tax Increment Projection Worksheet

City of Menomonie, Wisconsin								
Tax Increment District No. 19								
Tax Increment Projection Worksheet								
Type of District	Blighted Area			Base Value	34,200,400			
District Creation Date	April 15, 2024			Economic Change Factor	0.00%			
Valuation Date	Jan 1,	2024		Apply to Base Value				
Max Life (Years)	27			Base Tax Rate	\$16.05			
Expenditure Period/Termination	22	4/15/2046		Rate Adjustment Factor	0.00%			
Revenue Periods/Final Year	27	2052						
Extension Eligibility/Years	Yes	3						
Eligible Recipient District	Yes							
Construction	Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment
1	2024	-	2025	-	-	2026	\$16.05	-
2	2025	3,500,000	2026	-	3,500,000	2027	\$16.05	56,171
3	2026	-	2027	-	3,500,000	2028	\$16.05	56,171
4	2027	7,000,000	2028	-	10,500,000	2029	\$16.05	168,513
5	2028	-	2029	-	10,500,000	2030	\$16.05	168,513
6	2029	5,000,000	2030	-	15,500,000	2031	\$16.05	248,757
7	2030	-	2031	-	15,500,000	2032	\$16.05	248,757
8	2031	5,000,000	2032	-	20,500,000	2033	\$16.05	329,001
9	2032	-	2033	-	20,500,000	2034	\$16.05	329,001
10	2033	2,500,000	2034	-	23,000,000	2035	\$16.05	369,124
11	2034	-	2035	-	23,000,000	2036	\$16.05	369,124
12	2035	2,500,000	2036	-	25,500,000	2037	\$16.05	409,246
13	2036	-	2037	-	25,500,000	2038	\$16.05	409,246
14	2037	-	2038	-	25,500,000	2039	\$16.05	409,246
15	2038	-	2039	-	25,500,000	2040	\$16.05	409,246
16	2039	-	2040	-	25,500,000	2041	\$16.05	409,246
17	2040	-	2041	-	25,500,000	2042	\$16.05	409,246
18	2041	-	2042	-	25,500,000	2043	\$16.05	409,246
19	2042	-	2043	-	25,500,000	2044	\$16.05	409,246
20	2043	-	2044	-	25,500,000	2045	\$16.05	409,246
21	2044	-	2045	-	25,500,000	2046	\$16.05	409,246
22	2045	-	2046	-	25,500,000	2047	\$16.05	409,246
23	2046	-	2047	-	25,500,000	2048	\$16.05	409,246
24	2047	-	2048	-	25,500,000	2049	\$16.05	409,246
25	2048	-	2049	-	25,500,000	2050	\$16.05	409,246
26	2049	-	2050	-	25,500,000	2051	\$16.05	409,246
27	2050	-	2051	-	25,500,000	2052	\$16.05	409,246
Totals		\$25,500,000		-				\$8,891,063

Notes:
 1) Tax rate shown is actual 2023/2024 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

Financing and Implementation

Development Incentives and Façade Improvement Grants are anticipated to be financed as Municipal Revenue Obligations with cash as available. Main Street Reconstruction and Sidewalk Replacements are anticipated to occur in 2029 and would be financed by General Obligation Promissory Notes. Regional Pond #5 Construction, Traffic Signal Control Cabinet Replacements, and Property Acquisition are anticipated to occur in 2031 financed with a State Trust Fund Loan. Finally, Lake Bank Trail Construction is anticipated to occur in 2032 and financed with G.O. Promissory Notes. **Table 3** provides a summary of the District's financing plan.

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 4**), the District is projected to accumulate sufficient funds by the year 2050 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

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Table 3 - Financing Plan

City of Menomonie, Wisconsin						
Tax Increment District No. 19						
Estimated Financing Plan						
	DEBT ISSUES			MUNICIPAL REVENUE OBLIGATIONS		Totals
	G.O. Promissory Note 2029	State Trust Fund Loan 2031	G.O. Promissory Note 2032	Municipal Revenue Obligation (MRO) 2024	Municipal Revenue Obligation (MRO) 2031	
Projects						
Phase I				500,000		500,000
Phase II	1,475,797					1,475,797
Phase III		1,417,950			500,000	1,917,950
Phase IV			936,925			936,925
Total Project Funds	\$1,475,797	\$1,417,950	\$936,925	\$500,000	\$500,000	\$4,830,672
Estimated Finance Related Expenses						
Costs of Issuance	60,050	10,000	56,150			
Capitalized Interest	158,671					
Underwriter Discount	12.50	21,500	12.50			
Total Financing Required	1,716,018	1,427,950	1,005,700			
Rounding	3,982	-	4,300			
Net Issue Size	\$1,720,000	\$1,427,950	\$1,010,000	\$500,000	\$500,000	\$5,157,950

Table 4 - Cash Flow

City of Menomonie, Wisconsin Tax Increment District No. 19 Cash Flow Projection														
Year	Projected Revenues		Projected Expenditures							Balances			Year	
	Tax Increments	Total Revenues	2029 G.O. Promissory Note \$1,720,000 Issue Total	2031 State Trust Fund Loan \$1,427,950 Issue Total	2032 G.O. Promissory Note \$1,010,000 Issue Total	Façade Improvement Grants \$500,000	2027 Development Incentives \$500,000	2031 Development Incentives \$500,000	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative		Liabilities Outstanding
2024									15,000	15,000	(15,000)	(15,000)		2024
2025									5,000	5,000	(5,000)	(20,000)		2025
2026									5,000	5,000	(5,000)	(25,000)		2026
2027	56,171	56,171				25,000	25,000		5,000	55,000	1,171	(23,829)	475,000	2027
2028	56,171	56,171				25,000	25,000		5,000	55,000	1,171	(22,658)	450,000	2028
2029	168,513	168,513				25,000	25,000		5,000	55,000	113,513	90,855	2,145,000	2029
2030	168,513	168,513				25,000	25,000		5,000	55,000	113,513	204,368	2,120,000	2030
2031	248,757	248,757				25,000	25,000		5,000	55,000	193,757	398,125	3,522,950	2031
2032	248,757	248,757	136,763	123,038		25,000	25,000	25,000	5,000	339,801	(91,044)	307,081	4,857,515	2032
2033	329,001	329,001	134,317	123,038	77,627	25,000	25,000	25,000	5,000	414,981	(85,980)	221,101	4,671,827	2033
2034	329,001	329,001	136,830	123,038	73,223	25,000	25,000	25,000	5,000	413,091	(84,089)	137,012	4,468,699	2034
2035	369,124	369,124	134,269	123,038	76,867	25,000	25,000	25,000	5,000	414,174	(45,050)	91,962	4,257,983	2035
2036	369,124	369,124	136,611	123,038	75,469	25,000	25,000	25,000	5,000	415,118	(45,994)	45,968	4,039,728	2036
2037	409,246	409,246	133,839	123,038	74,097	25,000	25,000	25,000	5,000	410,974	(1,728)	44,240	3,818,374	2037
2038	409,246	409,246	135,947	123,038	72,731	25,000	25,000	25,000	5,000	411,716	(2,470)	41,770	3,588,938	2038
2039	409,246	409,246	137,844	123,038	76,273	25,000	25,000	25,000	5,000	417,155	(7,909)	33,861	3,346,237	2039
2040	409,246	409,246	134,591	123,038	74,714	25,000	25,000	25,000	5,000	412,342	(3,097)	30,764	3,100,242	2040
2041	409,246	409,246	136,143	123,038	73,137	25,000	25,000	25,000	5,000	412,318	(3,072)	27,692	2,845,419	2041
2042	409,246	409,246	137,353	123,038	76,452	25,000	25,000	25,000	5,000	416,843	(7,597)	20,095	2,576,706	2042
2043	409,246	409,246	133,298	123,038	74,645	25,000	25,000	25,000	5,000	410,981	(1,735)	18,360	2,303,870	2043
2044	409,246	409,246	134,002	123,038	72,782	25,000	25,000	25,000	5,000	409,822	(576)	17,784	2,021,790	2044
2045	409,246	409,246	134,395	123,038	75,740	25,000	25,000	25,000	5,000	413,173	(3,927)	13,857	1,724,959	2045
2046	409,246	409,246	134,512	123,038	73,510	25,000	25,000	25,000	5,000	411,059	(1,814)	12,043	1,418,219	2046
2047	409,246	409,246	134,347	123,038	76,099			25,000	5,000	363,484	45,762	57,805	1,121,274	2047
2048	409,246	409,246	133,889	123,038	73,528			25,000	5,000	360,455	48,791	106,597	813,882	2048
2049	409,246	409,246	138,044	123,038	75,815			25,000	5,000	366,897	42,348	148,945	485,577	2049
2050	409,246	409,246		123,038	72,958			25,000	5,000	225,996	183,249	332,194	286,074	2050
2051	409,246	409,246		123,038	74,951			25,000	5,000	227,989	181,257	513,451	75,000	2051
2052	409,246	409,246			76,691				5,000	81,691	327,554	841,006	0.00	2052
Totals	\$8,891,063	\$8,891,063	\$2,436,990	\$2,460,761	\$1,497,307	\$500,000	\$500,000	\$500,000	\$155,000	\$8,050,058				Totals
Notes:											PROJECTED CLOSURE YEAR			
											END OF EXP. PERIOD			

SECTION 10: **Annexed Property**

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

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SECTION 11:
Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

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SECTION 12: Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for commercial development.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

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SECTION 13:
**Statement of the Proposed Method for the Relocation of
any Persons to be Displaced**

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

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SECTION 14:
**How Creation of the Tax Incremental District Promotes
the Orderly Development/Redevelopment of the City**

Creation of the District and the implementation of the projects in its Plan will promote the orderly development/redevelopment of the City by eliminating blighted areas, necessary public infrastructure improvements, and providing appropriate financial incentives for private development/redevelopment projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development/redevelopment will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development/redevelopment of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment opportunities and economic development.

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SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The Plan includes the following non-project costs:

1. Main Street Reconstruction (Grant Portion) - \$1,228,348
2. Sidewalk Replacements (Grant Portion) - \$247,450
3. Regional Pond #5 Construction - \$679,900
4. Traffic Signal Control Cabinet Replacements (Grant Portion) - \$78,000
5. Lake Bank Trail Construction (Grant Portion) - \$936,925

Grant amounts are estimates and TID 19 could be required to fund a higher amount if lower grant funding is received.

**SECTION 16:
Legal Opinion Advising Whether the Plan is Complete
and Complies with Wis. Stat. § 66.1105(4)(f)**

Legal Opinion Found on Following Page.

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NEED WET SIGNATURE & DATED LEGAL OPINION ON ATTORNEY LETTERHEAD

SAMPLE

Mayor
City of Menomonie
800 Wilson Ave
Menomonie, Wisconsin 54751-2795

RE: Project Plan for Tax Incremental District No. 19

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105.

As City Attorney for the City of Menomonie, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of Menomonie Tax Incremental District No. 19 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

**SECTION 17:
Calculation of the Share of Projected Tax Increments
Estimated to be Paid by the Owners of Property in the
Overlying Taxing Jurisdictions**

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Revenue Year	Dunn County	City of Menomonie	Menomonie School District	Chippewa Valley Technical College	Total	Revenue Year
2026	-	-	-	-	-	2026
2027	16,965	18,745	18,311	2,150	56,171	2027
2028	16,965	18,745	18,311	2,150	56,171	2028
2029	50,896	56,234	54,934	6,449	168,513	2029
2030	50,896	56,234	54,934	6,449	168,513	2030
2031	75,132	83,012	81,093	9,520	248,757	2031
2032	75,132	83,012	81,093	9,520	248,757	2032
2033	99,368	109,790	107,253	12,591	329,001	2033
2034	99,368	109,790	107,253	12,591	329,001	2034
2035	111,487	123,179	120,332	14,126	369,124	2035
2036	111,487	123,179	120,332	14,126	369,124	2036
2037	123,605	136,567	133,412	15,662	409,246	2037
2038	123,605	136,567	133,412	15,662	409,246	2038
2039	123,605	136,567	133,412	15,662	409,246	2039
2040	123,605	136,567	133,412	15,662	409,246	2040
2041	123,605	136,567	133,412	15,662	409,246	2041
2042	123,605	136,567	133,412	15,662	409,246	2042
2043	123,605	136,567	133,412	15,662	409,246	2043
2044	123,605	136,567	133,412	15,662	409,246	2044
2045	123,605	136,567	133,412	15,662	409,246	2045
2046	123,605	136,567	133,412	15,662	409,246	2046
2047	123,605	136,567	133,412	15,662	409,246	2047
2048	123,605	136,567	133,412	15,662	409,246	2048
2049	123,605	136,567	133,412	15,662	409,246	2049
2050	123,605	136,567	133,412	15,662	409,246	2050
2051	123,605	136,567	133,412	15,662	409,246	2051
2052	123,605	136,567	133,412	15,662	409,246	2052
Totals	\$2,685,372	\$2,966,996	\$2,898,436	\$340,260	\$8,891,063	

SECTION 18: Façade Improvement Grant Program

Downtown businesses may receive financial assistance for projects to renovate building fronts and exterior improvements, such as paving, landscaping, signage, and lighting. These projects must be approved by the City of Menomonie and will require a developer's agreement. Financial assistance for such projects could be 10% of the total approved project costs (increased assessed value), or up to \$50,000, whichever is less. Thereby, a business owner who submits a project with approved costs of \$80,000, could be given a cash grant of \$8,000 for qualified new improvements. Any approved projects over \$500,000 could be given a maximum of \$50,000.

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**SECTION 19:
Boundary Description**

Boundary Description Found on Following Page.

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RESOLUTION NO. 2024-PC02

**RESOLUTION ESTABLISHING THE BOUNDARIES OF AND APPROVING THE
PROJECT PLAN FOR TAX INCREMENTAL DISTRICT NO. 19**

WHEREAS, the City of Menomonie (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 19 (the "District") is proposed to be created by the City in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Dunn County, the Menomonie Area School District, and the Chippewa Valley Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the to owners of all property in the proposed District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on March 25, 2024 held a public hearing concerning the proposed creation of the District, its proposed boundaries and its proposed Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the City of Menomonie that:

1. It recommends to the City Council that Tax Incremental District No. 19 be created with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the City Council.
3. Creation of the District promotes orderly development in the City.

Adopted this 25th day of March, 2024.


Plan Commission Chair


Secretary of the Plan Commission

RESOLUTION NO. 2024-11

**RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 19,
APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES
CITY OF MENOMONIE, WISCONSIN**

WHEREAS, the City of Menomonie (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 19 (the "District") is proposed to be created by the City as a blighted area district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Dunn County, the Menomonie Area, and the Chippewa Valley Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the to owners of all property in the proposed District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on March 25, 2024 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the City Council that it create such District and approve the Project Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Menomonie that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 19, City of Menomonie", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2024.
3. The City Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(ae)1.
 - (b) Based upon the finding stated in 3.a. above, the District is declared to be a blighted area district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
 - (e) That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
 - (f) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (g) The project costs relate directly to promoting the elimination of blight of the area consistent with the purpose for which the District is created.
4. The Project Plan for "Tax Incremental District No. 19, City of Menomonie" (see Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2024, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this _____ day of _____, 2024.

Mayor

City Clerk

EXHIBIT A -

**LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 19
CITY OF MENOMONIE**

[INCLUDED WITHIN PROJECT PLAN]

EXHIBIT B -

PROJECT PLAN

[DISTRIBUTED SEPARATELY]



City of Menomonie
Eric M. Atkinson

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

TO: Mayor Randy Knaack & City Council

FROM: Administrator Eric Atkinson

SUBJECT: Agreement for Urban Search and Rescue Emergency Response Services

DATE: April 3, 2024

ATT: Agreement for Urban Search and Rescue Emergency Response Services 7/1/24 – 6/30/26

Fire Chief Dennis Klass requests the Council approve the Agreement for Urban Search and Rescue Emergency Response Services. The current agreement expires on June 30, 2024. The agreement presented to you begins July 1, 2024, and runs through June 30, 2026. This is the same agreement that was originally executed in 2022; only the dates were changed. A copy of the agreement was included for your review.

If the Council supports this agreement, the appropriate action is a *Motion to Approve Signing the Agreement for Urban Search and Rescue Emergency Response Services*.



**AGREEMENT FOR URBAN
SEARCH AND RESCUE EMERGENCY
RESPONSE SERVICES**

July 1, 2024, through June 30, 2026

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

CITY OF MENOMONIE

This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and City of Menomonie, Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue team created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

RECITALS

- 1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established a US&R team that can be deployed to provide Services in response to Emergencies.
- 2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a team and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

TERMS AND CONDITIONS

- 1.0 **Recitals:** The Recitals are incorporated by reference.
- 2.0 **Definitions:** The following definitions are used throughout this Agreement:
 - 2.1 “Advisory Committee” means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs’ Association.
 - 2.2 “All-Hazards” means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.
 - 2.3 “Certification” means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.
 - 2.4 “Emergency” or “Emergencies” means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.
 - 2.5 “Harm” means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.

- 2.6 “Incident” means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.
- 2.7 “Local Agency,” pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 “REACT Center” means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.9 “Services” means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.10 “US&R” means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.
- 2.11 “WI-TF1” means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).

3.0 Participating Agency Obligations:

- 3.1. Recognizing that many of Participating Agency’s employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

- 3.1.1 After individuals selected for training have successfully completed the training, Participating Agency shall provide, on a form prescribed by the Division, a list of trained individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for up-to-date training. The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.
- 3.2 Once the employees Participating Agency proposed to be appointed to WI-TF1 have successfully completed the required training, Participating Agency shall provide to the Division for Division approval a list on a form prescribed by the Division of one or more employees fully trained as set forth in Section 4.0 of this Agreement who Participating Agency proposes be a WI-TF1 member for Division approval, along with a description of the anticipated role the employee would have on WI-TF1 (e.g., Medical Specialist, Structural Collapse Search Technician, etc.). Only those employees who Participating Agency can demonstrate to the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:
 - 3.2.1 Possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, based on the training, competency, and job performance requirement standards for an US&R task force issued by the National Fire Protection Association (NFPA), the most current version of the urban search and rescue standards issued by the Emergency Management Accreditation program, and any training standards required by law, rule or regulation.
 - 3.2.2 Are employees in good standing.
 - 3.2.3 Are not probationary employees.
 - 3.2.4 Have been subjected to a background check by Participating Agency or the Division.
 - 3.2.5 Meet any medical or fitness standards agreed upon by the WI-TF1 Advisory Committee and the Division.
 - 3.2.6 Have been instructed on and, as required by the State of Wisconsin, are able to meet the then-current COVID-19 standards set by the State of Wisconsin, for its employees, including vaccination, testing, and mask-wearing requirements.
- 3.3 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the employees on the list to the WI-TF1. Inclusion on the list or proposed WI-TF1 members does not guarantee appointment.
- 3.4 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.

- 3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.
- 3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.
- 3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.
- 3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.

4.0 Required Training and Exercises:

- 4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.
- 4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.
- 4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

5.0 Response Procedures and Limitations:

- 5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.

- 5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used for any Emergency for which WI-TF1 members are trained and qualified.
- 5.3 Participating Agency's obligation to provide services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request pursuant to the Standard Operating Procedures. See Section 7 below.

6.0 Right of Refusal:

If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline a request for personnel to staff WI-TF1 and/or for response equipment.

7.0 Standard Operating Procedures:

Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Procedures and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 comply with these procedures.

8.0 Reimbursement of Costs

There are three types of Participating Agency costs that shall be reimbursed under this Agreement: (1) costs related to providing requested Services and (2) required training and exercise costs; and (3) costs related to an increase in duty-disability benefit premiums due to an injury a WI-TF1 member sustained while performing under this Agreement. In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

9.0 Reimbursement for Response Costs:

- 9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete application for reimbursement on a form prescribed by the Division but only if (1) the Division determines that the provision of Services was necessary; and (2) Participating Agency applies for reimbursement within 45 days after the conclusion of that deployment of WI-TF1 for that particular Emergency.
- 9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, backfill expenses and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be

reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.

9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.

9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.

9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.

9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.

10.0 Payment for Training and Exercise Costs:

10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$55 per hour per appointed employee consistent with the Attendance Policy.

10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.

10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.

11.0 Reimbursement of Increased Duty Disability Costs:

11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.

11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums referred to above imposed in the prior fiscal year.

11.3 Payment under this Section shall be made within 60 days of receipt of documentation of the following:

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed pursuant to a Division order.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in premium for duty disability benefits to the Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

12.0 Employer-Employee Relationship and Obligations Maintained:

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

13.0 Worker's Compensation:

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

14.0 Dual Payment:

Participating Agency shall not be compensated for work performed under this Agreement both by the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

15.0 Reasonable Efforts:

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency response Services.

16.0 Liability and Indemnity

16.1 Scope:

During operations authorized by this Agreement, WI-TF1 members supplied by Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to

providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

- 16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

- 16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

17.0 Insurance Obligations:

- 17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.

- 17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

- 18.0 Standard Terms and Conditions:** The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

19.0 Miscellaneous

- 19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be averse to the interest of the State.

Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any

agreement to provide services to a person or entity that is regulated or funded by the Department or has interests that are adverse to the Department. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the state.

- 19.2 Dual Employment: Wis. Stat. § 16.417 prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 19.3 Employment: Participating Agency will not engage the service of any person or persons now employed by the state, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department and Division.
- 19.4 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 19.5 Recordkeeping and Record Retention: The Participating Agency shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Participating Agency. The Participating Agency shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.
- 19.7 Term, Termination and Review of Agreement:
 - 19.7.1 Term: This Agreement shall begin on July 1, 2024, and terminate on June 30, 2026, unless terminated earlier pursuant to Section 19.7.2.
 - 19.7.2 Termination:
 - 19.7.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written notice to the other Party.

19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:

19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.7.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.

19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.

19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.

19.11 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and

permitted assigns.

- 19.12 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.
- 19.13 Notifications: Participating Agency shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
DMA Wisconsin
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of the Department of Military Affairs General Counsel
Wisconsin Department of Military Affairs
2400 Wright Street
Madison, WI 53704

- 19.14 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19.15 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Participating Agency.
- 19.16 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.
- 19.17 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. A waiver of any covenant, term or condition

contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

- 19.18 Construction of Agreement: This Agreement is intended to be solely between the Parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

Approving Signatures:

ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION

Dated this ____ day of _____, 2024

Greg Engle, Acting Division Administrator

ON BEHALF OF THE CITY OF MENOMONIE

Dated this ____ day of _____, 2024

Eric Atkinson, City Administrator

ON BEHALF OF THE CITY OF MENOMONIE FIRE DEPARTMENT

Dated this ____ day of _____, 2024

Denny Klass, Fire Chief

EXHIBIT A

EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

APPLICABLE LAW AND COMPLIANCE: This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

CANCELLATION: The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this Agreement, the Participating Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.



City of Menomonie
Eric M. Atkinson

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

TO: Mayor Randy Knaack & City Council
FROM: Administrator Eric Atkinson
SUBJECT: Letter of Intent to Lease for the United Way
DATE: April 10, 2024
ATT: Letter of Intent

A letter of intent to lease space at City Hall's garden level for the United Way has been presented to you. Artema Somatics formerly leased the space, and it has remained vacant since their departure. The space is particularly difficult to lease due to its limited area. City Administration requests permission to rent the space to the United Way for the Common Area Maintenance (CAM) cost. Additionally, due to financial circumstances, United Way requests a rolling 60-day lease that will expire in one year.

If the Council supports the Letter of Intent to Lease the appropriate action is a *Motion to Approve the Letter of Intent to Lease as presented and allow the City Attorney to draft a formal Lease Agreement with the United Way.* (simple majority vote)

NON-BINDING LETTER OF INTENT TO LEASE

This letter summarizes the basic economic terms, which will form the basis of a lease agreement. It is understood that the final form of the lease is subject to review and approval by United Way of Dunn County, Inc, Tenant and City of Menomonie, Owner/Lessor of the property at Suite 51, 800 Wilson Ave., Menomonie, WI 54751.

The major terms are as follows:

Lessee & Contact Info: Steve McCarthy
Executive Director
United Way of Dunn County, Inc.
201 Second St., Suite 300, Hudson, WI 54016
715-377-0203 ext. 102
Email: steve.mccarthy@unitedwaystcroix.org

Lessor & Contact Info: City of Menomonie-City Hall
Eric Atkinson
City Administrator
800 Wilson Ave., Menomonie, WI 54751
Email: atkinsone@menomonie-wi.gov
715-232-2187 ext. 101

Leasing Agent & Contact: The Ellefson Group, LLC
Rich Ellefson
715-308-1580
Office@ellefsongroup.com

Leased Area/Premises: Suite No. 51. Located in the east wing on the Garden level. The net rentable area of the suite is approximately 612 sf.

Use: Professional Office Use.

Lease Type: Gross Lease.

Term of Lease (Yrs): 1 year term. Lessor and Tenant have the right to terminate the lease within the 1 year term by giving a 60-day notice to vacate. Lessor may adjust the base rent and CAM at anytime during the term with a 30-day notice.

Occupancy Date: May 1, 2024. Tenant may occupy earlier per the terms of this agreement and will pay pro-rata rent of \$6.38 per day for occupied days prior to May 1, 2024.

Lease Start Date: May 1, 2024.

Lease Expiration: April 30, 2025.

Rent Commencement Date: Lease payments to begin the 1st of the month starting May 1, 2024 in the amount of \$191.25.

Rent: Tenant to pay only CAM (common area maintenance) during the term of the lease. Lessor may adjust CAM at any time during the lease term. The current CAM charge is \$3.75 per sf which is applied to the 612-sf indicating an annual CAM charge of \$2,295.00 and \$191.25 per month.

Annual Increases: N.A.

Renewal Option: Option to renew at mutual agreement of tenant and lessor with terms to be negotiated.

Security Deposit: \$191.25. One month's CAM charge. Security deposit to be provided upon notification by Lessor that proposed lease is approved by City Council.

Real Estate Taxes: Obligation of Lessor.

Hazard Insurance: Obligation of Lessor.

Renter's Insurance: Tenant provides a renter's policy acceptable to Lessor.

Liability Insurance: Tenant provides a liability policy of not less than \$1 million.

Lessor Utilities/Services: Electricity, heat, water/sewer, rubbish removal. Cleaning of common area.

Tenant Utilities/Services: Tenant is responsible for telephone and internet plus cleaning of their own unit.

Common Area Maintenance: Lessor provides snow plowing, lawn care, cleaning of common area, heat, electricity, rubbish removal, maintenance exterior of tenant's unit. CAM is calculated annually by lessor.

Signage: Lessor will provide signage on exterior monument sign(s) and interior directory signs at Lessor's expense. Tenant at Tenant's expense can provide a unit door sign or wall window sign and/or lobby hanging ceiling sign subject to Lessor's approval of design, size, color, shape. No other signage is permitted.

Lessor Maintenance and Repair: Lessor is responsible for maintenance of the electrical, plumbing and HVAC and all exterior building and site items.

Tenant's Maintenance and Repair: Tenant is responsible for the cleaning and general maintenance of the unit's interior.

Tenant's Leasehold Improvements (TI): All leasehold improvements inside the unit are the expense and responsibility of the tenant. All work/improvements, painting and contractors are to be approved by the lessor. No work is to begin unless approved by lessor.

Lessor Leasehold Improvements: None.

Parking: Available tenant and customer parking is the west lot, east lot and an auxiliary lot on 9th Street. There also is ample on-street parking.

Sublease: Tenant is not allowed to sublease without approval of the owner.

Assignment of Lease: Must be approved by Lessor.

Other: All leases, terms and revisions require approval of the City of Menomonie Council.

Rules & Regulations: Tenant to follow rules and regulations provided by lessor. Lessor may modify the rules and regulations at will. Rules and regulations are attached.

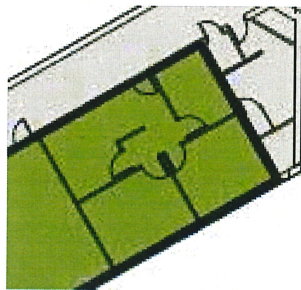
Disclaimer: The terms as outlined herein are not all-inclusive, but comprise a summary of the general business terms for which a Lease Agreement could be drafted. Other terms, which are not included, are to be negotiated. The parties mutually agree that neither shall have any binding contractual obligations to the other with respect to the matters referenced herein, unless and until a formal written Lease Agreement has been prepared with adequate opportunity to be reviewed by legal counsel or either party's authorized representative, and has been fully executed and delivered by the parties. If this letter is acceptable, please so indicate by signing and returning the enclosed copy.

Submitted this ____ day of _____ 2024 by: _____ (Tenant)
Steve McCarthy, Executive Director
United Way of Dunn County, Inc.

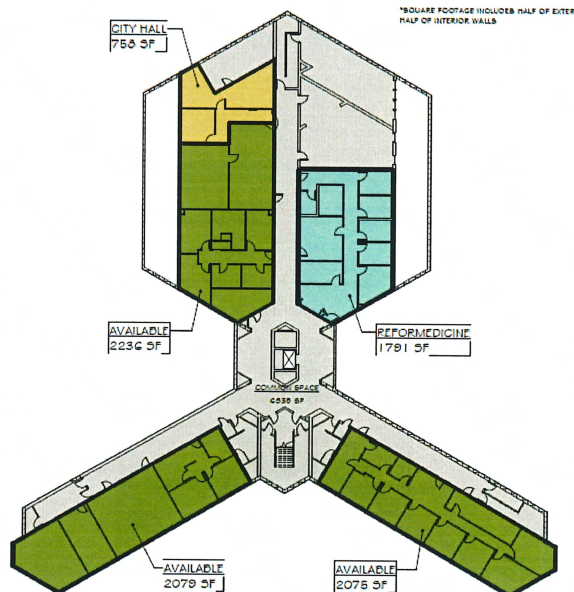
Accepted this ____ day of _____ 2024 by: _____ (Owner/Lessor)
Eric Atkinson, City Administrator
City of Menomonie

This letter of intent was drafted by Rich Ellefson of The Ellefson Group, LLC.

Proposed Suite.



Garden Level Floor Plan



OFFICE BUILDING RULES AND REGULATIONS INCLUDING PARKING RULES

CITY HALL 800 WILSON AVE, MENOMONIE, WI

Office Building Rules and Regulations

General Rules

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 (provided, however, that Tenant may bring bicycles into the Premises and may use a forklift in the warehouse portion of the Premises).
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 causes 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 or carrying of lighted cigar or cigarettes in areas reasonably 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. The Premises shall not be used for lodging or manufacturing, cooking or food preparation. Notwithstanding the foregoing, Underwriters' Laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Landlord and other tenants.
18. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
19. Landlord reserves 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.
20. Tenant assumes all risks from theft or vandalism to the Premises and agrees to keep the Premises locked as may be required.
21. 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.

Parking Rules

- 1. Parking areas shall be used only for parking vehicles no longer than full size passenger automobiles.**
- 2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities.**
- 3. Landlord reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.**
- 4. Users of the parking areas will obey all posted signs and park only in the areas designated for vehicle parking.**
- 5. 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.**
- 6. The maintenance of vehicles in the parking areas or Common Areas is prohibited. The washing, waxing or cleaning of vehicles in designated areas shall be permitted during normal business hours.**
- 7. Tenant shall be responsible for seeing that all its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.**
- 8. 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 area.**
- 9. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.**



City of Menomonie
Eric M. Atkinson

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

TO: Mayor Randy Knaack & City Council

FROM: Administrator Eric Atkinson

SUBJECT: Lease Agreement with the Wisconsin Milkweed Alliance, Inc.

DATE: April 3, 2024

ATT: Lease Agreement

The Wisconsin Milkweed Alliance, Inc. is a current tenant of 800 Wilson Avenue (City Hall). Milkweed requested a lease agreement for one year in length. The agreement commences on July 1, 2024, and terminates on June 30, 202~~5~~. The total rent for their space (1/2 of the Garden level west wing) — including Common Area Maintenance — for the year is \$13,196.28. The Wisconsin Milkweed Alliance, Inc. will also pay a deposit of \$1,099.69 to the City of Menomonie.

If the Council supports this lease agreement, the appropriate action is a *Motion to Approve the Lease Agreement as Presented.*

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is entered into by and between the **City of Menomonie** ("Landlord") and **Wisconsin Milkweed Alliance, Inc.** ("Tenant").

1. Premises and Use. The Landlord, for and in consideration of the terms and conditions contained in this Agreement, leases to Tenant the real estate, consisting of approximately 1,035 square feet of space in the City Hall building located at 800 Wilson Avenue, Menomonie, Wisconsin (the "Premises"). The suite is the east ½ of the Garden level west wing. Tenant shall occupy and use the Premises only for office use, and no other use without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned.
2. Term. The term of this Agreement shall be one (1) year, commencing July 1, 2024 and terminating June 30, 2025 (the "Term"). Conditioned on the faithful performance by Tenant of the covenants of this Agreement, Tenant will have the option to extend this Agreement for an additional one (1) year term, by providing written notice at least ninety (90) days prior to termination of the then current term. The base rent and lease conditions on any such extension shall be mutually agreed upon in writing by both Tenant and Landlord prior to the end of the then current term.
3. Base Rent. Tenant shall pay to Landlord base rent under this Agreement \$9.00 per square foot equaling the sum of \$9,315 per year (\$9.00 x 1,035 sf) or \$776.25 per month. All base rent payments shall be made in advance no later than the first (1st) day of each and every month during the Term. Any base rent payment received by Landlord after the fifth (5th) day of any month shall be subject to a \$20 per day late payment charge.

The tenant shall pay prorated base rent plus \$323.44 CAM per month (\$3.75 x 1,035 sf) for the period July 1, 2024 to June 30, 2025, upon signing the lease. The total monthly rent starting July 1, 2024 is \$1,099.69 consisting of \$776.25 base rent and \$323.44 CAM.

4. Additions to Base Rent. In addition to the base rent payable by Tenant to Landlord under Section 3 above, Tenant shall pay an annual common area maintenance charge (CAM) of \$3.75 per square foot of the area leased. The annual CAM charge is \$3,881.25 and shall be paid in monthly installments of \$323.44 on the first (1st) day of each and every month during the Term. Any CAM payment received by Landlord after the fifth (5th) day of any month shall be subject to a \$20 per day late payment charge. The CAM charge shall be adjusted annually on March 1 based upon the Landlord's costs of operating the real estate containing the Premises, for the calendar year preceding this Agreement's anniversary date. Tenant shall be responsible for and shall pay all expenses relative to its telephone and internet service. Landlord shall be responsible for all other building expenses and main area maintenance including cleaning of bathrooms, garbage removal, hallways and carpeting, elevator repair and maintenance, heat, electricity, parking lot maintenance and snow removal, sidewalk shoveling, etc.
5. Security Deposit. Tenant shall pay to Landlord a security deposit equal to one month's base rent plus the monthly CAM charge, totaling \$1,099.69, which shall 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 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.

6. 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 the 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 the Landlord against all such liens, charges and encumbrances placed thereon by acts of the 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, including any rule or regulation imposed by Landlord, which may be modified by Landlord at any time during the Term.
 - 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 clean, 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, at its expense, for the benefit of the Tenant and Landlord, and naming Landlord as an additional insured, with limits, for each occurrence, of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit with respect to personal injury or death and property damage, and covering Tenant's indemnification obligation set forth in 9.a. To obtain, manage and keep in force for the benefit of the 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 the 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 7.b., 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 the Tenant used in the operation of the Premises or in connection with the Tenant's business conducted on the Premises.

7. 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 the Landlord or any party lawfully claiming authority through the Landlord. Notwithstanding the foregoing, Landlord or its agents may examine the Premises at any reasonable time.
- b. To provide heat, electricity, water and sewer, the Tenant's cost of which is included in the rent.
- 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, the 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 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.

8. Lessor Leasehold Improvements. None.
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. All contractors of Tenant shall be approved by Landlord and no work or improvements to the Premises shall begin unless approved by Landlord.

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.
- b. Landlord shall indemnify and save Tenant free and harmless from any and all claims for injury and damage to persons or property, all costs and expenses, causes of action, suits, claims, demands or judgments of any nature arising from any breach by Landlord of any covenant or obligation made and to be performed by it under the terms of this Agreement, or which result from the negligence of Landlord.

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, which shall not be unreasonably withheld.
- 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. In the event that:
 - 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; or

- ii. Tenant fails to keep and perform any of the covenants, agreements, stipulation 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; or
 - iii. Tenant shall make an assignment for the benefit of creditors; or
 - 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 such event 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 other than non-payment of rent more than thirty (30) days past due (in which case this Agreement may be terminated immediately), 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 120 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.
- 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. Other Remedies of Landlord. Landlord, after notice to Tenant and after giving Tenant a reasonable time to cure such default, may perform for the account of Tenant any covenant in the performance of which Tenant is in default. Tenant shall pay to Landlord as additional rent, limited to the 120 days specified in 12.b for non- rent related default as the revised date of the termination of this Agreement, upon demand, any amount paid by Landlord, including reasonable attorneys' fees and interest, in the performance of such covenant and any amounts which Landlord shall have paid by reason of failure of Tenant to comply with any covenant or provision of this Agreement, in connection with prosecution or defense of any proceedings instituted by reason of default of Tenant.

- e. Effect of Waiver or Forbearance. No waiver by Landlord of any breach by Tenant of any of its obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach by Tenant of any of its obligations, agreements or covenants, nor shall any forbearance by Landlord of its rights and remedies with respect to such or any subsequent breach constitute such a waiver. No waiver, change, modification or discharge by either party hereto of any provision in this Agreement shall be deemed to have been made or shall be effective unless expressly in writing.
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 effect 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.
21. 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.

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

LANDLORD

Dated: _____

By: _____

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

TENANT

Dated: 3/29/2024

By: *Emma Larsen*

Name: Emma Larsen
Title: Executive Director
Tenant Name: Wisconsin Milkweed
Alliance, Inc.
Address: 800 Wilson Ave., Menomonie, WI



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: City Council & Mayor
FROM: David Schofield, Director of Public Works
SUBJECT: Maplewood Eco Site Plan Amendment for Solar Energy System
DATE: April 15, 2024 City Council Meeting

Gerrard Corporation has requested to amend the site plan for Maplewood Eco Cottages to adjust the proposed solar energy system. The Planned Unit Development (PUD) General Development Plan and the Approved Site Plan showed two static solar arrays and three SmartFlowers™ which pivot to track the Sun.

Gerrard Corporation has now proposed to modify the approved site plan to remove one of the SmartFlowers™ and has provided the attached materials.

City Staff recommends approval of this request.

If the City Council concurs, the appropriate motion would be ***Approve Maplewood Eco Cottages Site Plan Amendment as shown on the March 18, 2024 Solar Energy System Plan*** (simple majority).

Attachments:

- Gerrard Request Letter
- Excerpt from December 6, 2021 Approved PUD General Development Plan
- Excerpt from May 5, 2023 Approved Site Plan
- Excerpt from March 18, 2024 Proposed Solar Energy System Plan



100 N. 6th St. Suite A
La Crosse, Wisconsin 54601

Phone (608) 782-4488
Fax (608) 782-4478

April 8, 2024

Mayor Knaack
City of Menomonie
800 Wilson Avenue
Menomonie, WI 54751

RE: Maplewood Eco Cottages Solar Installation

Mayor Knaack,

I am writing to formally request an amendment to the previously approved site plan for Maplewood Eco Cottages. The specific change requested is related to the solar energy system.

The General Development Plan dated December 6, 2021 and the Approved Site Plan dated May 5, 2023 showed a static solar panel array along the north property line, a static solar panel array near the center of the property and three "Smartflowers" along 21st Street East. Copies of both plans are attached.

We have been working diligently with our electrical provider, Xcel Energy, and the Public Service Commission regarding net metering regulations. Additionally, the "Smartflowers" have doubled in cost since this project was proposed in 2021. As a result, we have determined that we must modify the solar energy system.

The proposed solar energy system will retain the static solar panel array along the north property line, the static solar panel array near the center of the property and two of the three "Smartflowers". One "Smartflower" will be eliminated. I have attached a copy of the proposed solar energy system. I have also attached a copy of the Annual Production Report Estimate based upon the proposed solar energy system.

Please let me know of any concerns you might have regarding these proposed modifications.

Respectfully Submitted,
GERRARD Development LLC &
Gerrard Corporation

Paul A. Gerrard

EXCERPT FROM GENERAL DEVELOPMENT
PLAN APPROVED 12/6/2021

Maplewood ECO Cottages

Menomonee, Wisconsin

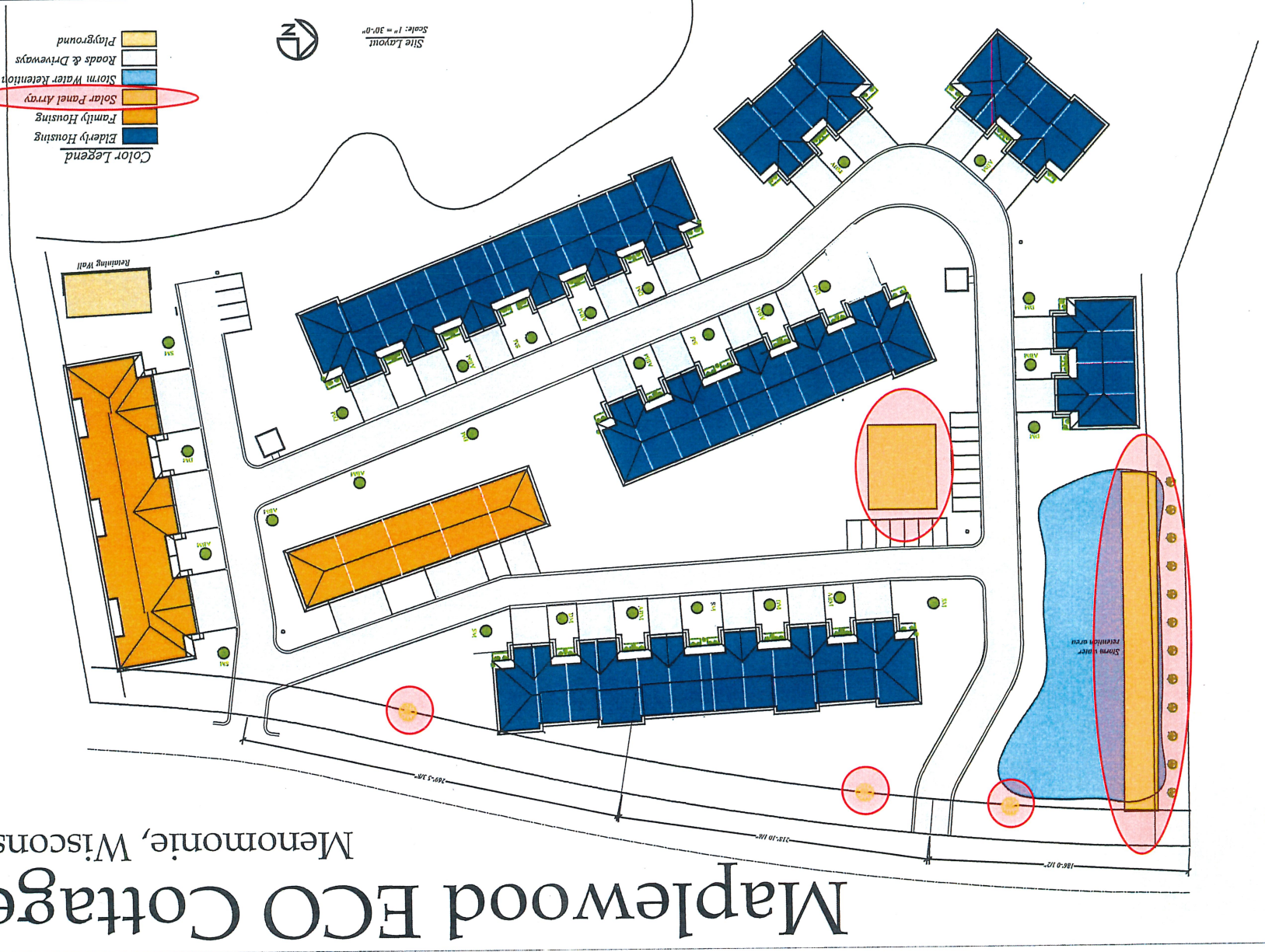
General Contractor:
Gerard Development, LLC
200 East Lincoln - 5th Fl
La Crosse, Wisconsin 54601
Phone: (608) 782-4469
Website: www.gerarddevelopment.com

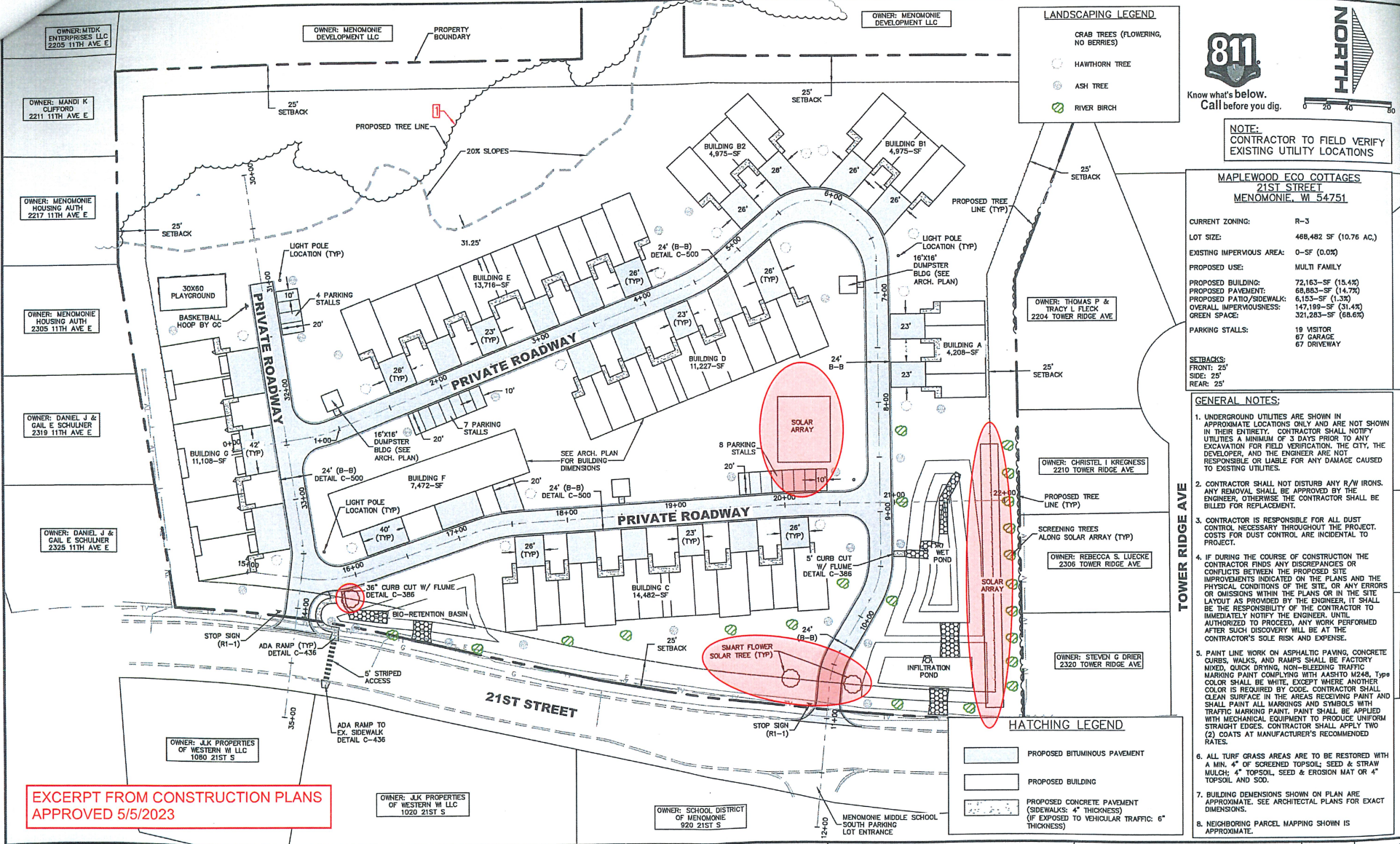
Cornerstone Architects, LLC
Designing the Future
P.O. Box 1000
P.O. Box 1000, P.O. Box 1000
Menomonee, WI 54951

Menomonee Cottages III, LLC
55 Unit Apartment Development, 2022
North 21st Street, Menomonee, WI 54951

Symbol	Description
	North Arrow
	Scale: 1" = 30'-0"
	Site Layout

- Color Legend**
- Elderly Housing
 - Family Housing
 - Solar Panel Array
 - Storm Water Retention
 - Roads & Driveways
 - Playground





LANDSCAPING LEGEND

- CRAB TREES (FLOWERING, NO BERRIES)
- HAWTHORN TREE
- ASH TREE
- RIVER BIRCH

811
 Know what's below.
 Call before you dig.

NOTE:
 CONTRACTOR TO FIELD VERIFY EXISTING UTILITY LOCATIONS

NORTH

0 20 40 60

MAPLEWOOD ECO COTTAGES
 21ST STREET
 MENOMONIE, WI 54751

CURRENT ZONING: R-3
 LOT SIZE: 468,482 SF (10.76 AC.)
 EXISTING IMPERVIOUS AREA: 0-SF (0.0%)
 PROPOSED USE: MULTI FAMILY
 PROPOSED BUILDING: 72,163-SF (15.4%)
 PROPOSED PAVEMENT: 68,883-SF (14.7%)
 PROPOSED PATIO/SIDEWALK: 6,153-SF (1.3%)
 OVERALL IMPERVIOUSNESS: 147,199-SF (31.4%)
 GREEN SPACE: 300,083-SF (64.6%)

PARKING STALLS:
 19 VISITOR
 67 GARAGE
 67 DRIVEWAY

SETBACKS:
 FRONT: 25'
 SIDE: 25'
 REAR: 25'

- GENERAL NOTES:**
- UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY AND ARE NOT SHOWN IN THEIR ENTIRETY. CONTRACTOR SHALL NOTIFY UTILITIES A MINIMUM OF 3 DAYS PRIOR TO ANY EXCAVATION FOR FIELD VERIFICATION. THE CITY, THE DEVELOPER, AND THE ENGINEER ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES.
 - CONTRACTOR SHALL NOT DISTURB ANY R/W IRONS. ANY REMOVAL SHALL BE APPROVED BY THE ENGINEER, OTHERWISE THE CONTRACTOR SHALL BE BILLED FOR REPLACEMENT.
 - CONTRACTOR IS RESPONSIBLE FOR ALL DUST CONTROL NECESSARY THROUGHOUT THE PROJECT. COSTS FOR DUST CONTROL ARE INCIDENTAL TO PROJECT.
 - IF DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR FINDS ANY DISCREPANCIES OR CONFLICTS BETWEEN THE PROPOSED SITE IMPROVEMENTS INDICATED ON THE PLANS AND THE PHYSICAL CONDITIONS OF THE SITE, OR ANY ERRORS OR OMISSIONS WITHIN THE PLANS OR IN THE SITE LAYOUT AS PROVIDED BY THE ENGINEER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE ENGINEER, UNTIL AUTHORIZED TO PROCEED, ANY WORK PERFORMED AFTER SUCH DISCOVERY WILL BE AT THE CONTRACTOR'S SOLE RISK AND EXPENSE.
 - PAINT LINE WORK ON ASPHALTIC PAVING, CONCRETE CURBS, WALKS, AND RAMPS SHALL BE FACTORY MIXED, QUICK DRYING, NON-BLEEDING TRAFFIC MARKING PAINT COMPLYING WITH AASHTO M248. TYPE COLOR SHALL BE WHITE, EXCEPT WHERE ANOTHER COLOR IS REQUIRED BY CODE. CONTRACTOR SHALL CLEAN SURFACE IN THE AREAS RECEIVING PAINT AND SHALL PAINT ALL MARKINGS AND SYMBOLS WITH TRAFFIC MARKING PAINT. PAINT SHALL BE APPLIED WITH MECHANICAL EQUIPMENT TO PRODUCE UNIFORM STRAIGHT EDGES. CONTRACTOR SHALL APPLY TWO (2) COATS AT MANUFACTURER'S RECOMMENDED RATES.
 - ALL TURF GRASS AREAS ARE TO BE RESTORED WITH A MIN. 4" OF SCREENED TOPSOIL, SEED & STRAW MULCH; 4" TOPSOIL, SEED & EROSION MAT OR 4" TOPSOIL AND SOD.
 - BUILDING DIMENSIONS SHOWN ON PLAN ARE APPROXIMATE. SEE ARCHITECTURAL PLANS FOR EXACT DIMENSIONS.
 - NEIGHBORING PARCEL MAPPING SHOWN IS APPROXIMATE.

HATCHING LEGEND

- PROPOSED BITUMINOUS PAVEMENT
- PROPOSED BUILDING
- PROPOSED CONCRETE PAVEMENT (SIDEWALKS: 4" THICKNESS) (IF EXPOSED TO VEHICULAR TRAFFIC: 6" THICKNESS)

EXCERPT FROM CONSTRUCTION PLANS APPROVED 5/5/2023

NO.	DATE	REVISIONS	SDC	DRAFTED BY	SDC	DESIGN BY	SDC	CHECKED
1	08/22/23	REVISED WESTERN PROPOSED TREE LINE						

PROJ. NO. 22098

AEC

ADVANCED ENGINEERING CONCEPTS
 1380 INTERNATIONAL DR
 EAU CLAIRE, WI 54701
 PH: 715-552-0330
 info@aec-engineering.com
 COPYRIGHT 2023 AEO LLC.

SITE PLAN & LANDSCAPING CONCEPT

MAPLEWOOD ECO COTTAGES
 GERRARD DEVELOPMENT, LLC
 21ST STREET
 MENOMONIE, WI 54751

DWG NAME 22098 PG3 3
 DATE 03/2023 14

XCEL DATA
 OWNER: GERRARD DEVELOPMENT LLC
 100 North 6th St. Suite A
 LA CROSSE, WI 54601
 INSTALLATION ADDRESS:
 982 ECO LANE
 UNIT XX
 MENOMONIE, WI 54751
 METER # 00000000
 PREMISE # 00000000
 ACCT # 00-000000000-0
 IA # 00000000

SHEET INDEX

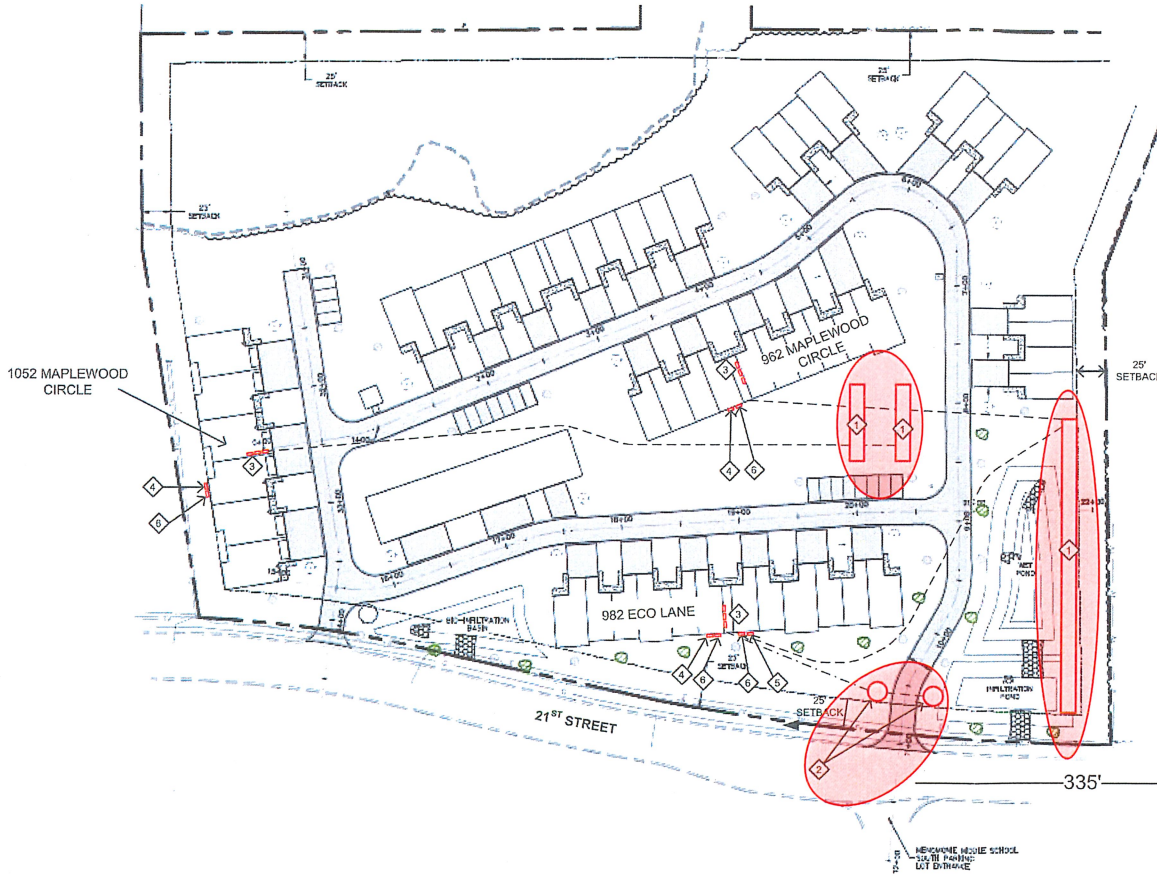
- SE1 – SITE PLAN
- SE2 – ONE LINE DIAGRAM
- SE3 – LABELS
- SE4 – DC STRING LAYOUT
- SE5 - COMMUNICATIONS PLAN

GENERAL NOTES

- A. NO OVERHEAD UTILITY OBSTRUCTION OR CLEARANCE ISSUES.
- B. SERVICE IS 120/240V – 1 PHASE, 3-WIRE
- C. SOLAR PHOTOVOLTAIC UTILITY AC DISCONNECT AND SOLAR PRODUCTION METER HAVE 24/7 UNESCORTED KEYLESS ACCESS. PHOTOVOLTAIC AC DISCONNECT LOCATED WITHIN 10' OF MAIN SERVICE METER
- D. INSTALLING CONTRACTOR:
 ENERGY CONCEPTS LLC
 1231 INDUSTRIAL ST. STE. 200
 HUDSON, WI 54016
 RUSSEL GILBERG – RGILBERG@ENERGYCONCEPTS.US – 715.381.9977
- E. INSTALLATION IS 2017 NEC COMPLIANT
- F. TRANSFORMER IS XXX KVA 120/240V, 1-PHASE. NO WORK.
- G. EQUIPMENT DISTANCES FROM MAIN METER ARE SHOWN IN THE NOTES
- H. INTERCONNECTION TO BE ON THE SECONDARY SIDE (120/240V) OF SERVICE.

NOTES

- ① PILE DRIVEN GROUND MOUNT SOLAR ARRAY. SEE RACKING MANUFACTURERS DRAWING FOR SPECIFIC LAYOUT. MAINTAIN 25' SETBACK FROM PROPERTY LINE.
- ② SMARTFLOWER SOLAR TRACKERS W/ INTEGRAL INVERTER. INVERTERS ARE INTEGRAL TO THE UNIT. 1 PHASE, 240V, 3W OUTPUT.
- ③ (26) SOLAREEDGE INVERTERS TOTAL. 240V, 1PH, 3 WIRE. INSTALL IN MECHANICAL ROOMS.
- ④ 30A, 240V, 1PH, 3W, NEMA 3R, VISABLE OPEN, LOCKABLE, AND READILY ACCESSIBLE UTILITY AC SOLAR DISCONNECT SWITCH. LOCATED ~2' FROM UNIT MAIN METER.
- ⑤ SMARTFLOWER DISCONNECT. 60A, 240V, 1PH, 3W NEMA 3R, VISABLE OPEN, LOCKABLE, AND READILY ACCESSIBLE UTILITY AC SOLAR DISCONNECT SWITCH. LOCATED ~2' FROM UNIT MAIN METER.
- ⑥ 100A, 240V, 1PH, 3W, METER STACK W/ MAIN BREAKER. POINT OF SOLAR INTERCONNECTION. SOLAR TO TERMINATE ON SERVICE RATED INSULATED TAP LUGS.



1 SITE PLAN
 1" = 100'



TOWER RIDGE AVE.

--- DC CONDUIT TRENCH
 --- AC CONDUIT TRENCH
 (ROUTE SHEILDED CAT5E IN SEPARATE CONDUIT)

EXCERPT FROM SOLAR BUILDING PERMIT APPLICATION

DRAWN FOR: 11"X17"



PROJECT: PLYMOUTH
 DRAWN BY: [Signature]
 DATE: 4/24/2021
 REVISIONS:
 DATE: 8/18/2024

MAPLEWOOD ECO COTTAGES - SOLAR
 GERRARD DEVELOPMENT, LLC
 21st STREET, MENOMONIE WI 54751

Sheet Number
SE1

Current drawings design Maplewood ECO Cottages Menomonie, WI - Gerrard, North 21st Street, Menomonie WI 54751

Report

Project Name Maplewood ECO Cottages Menomonie, WI - Gerrard

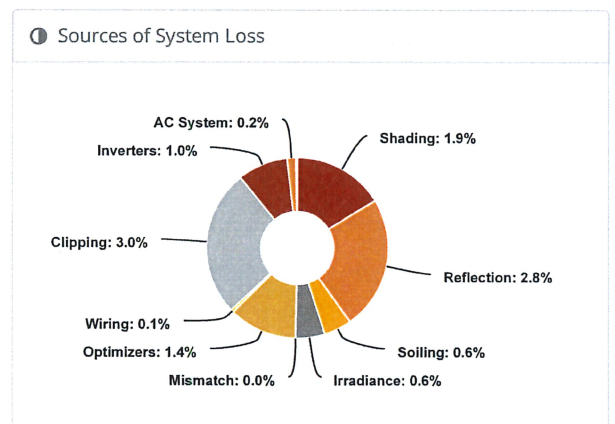
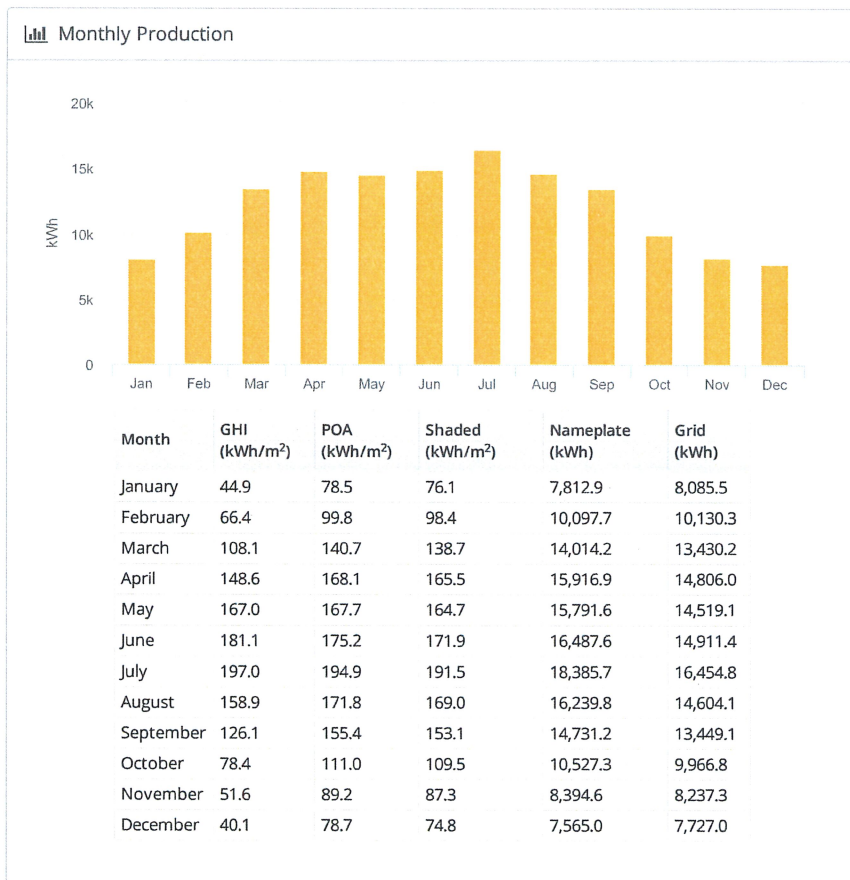
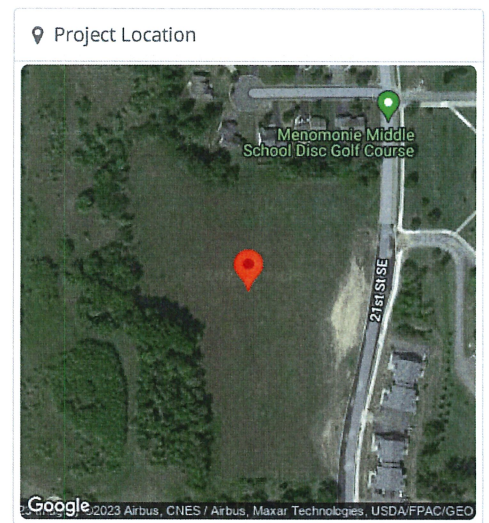
Project Address North 21st Street, Menomonie WI 54751

Prepared By jon richter
jrichter@energyconcepts.us



System Metrics

Design	Current drawings design
Module DC Nameplate	100.8 kW
Inverter AC Nameplate	96.0 kW Load Ratio: 1.05
Annual Production	146.3 MWh
Performance Ratio	89.0%
kWh/kWp	1,451.6
Weather Dataset	TMY, 10km Grid (44.85,-91.95), NREL (prospector)
Simulator Version	8748eb0af7-ad59a17ee2-e537b93313-7c03c3f0ed



⚡ Annual Production

	Description	Output	% Delta
Irradiance (kWh/m ²)	Annual Global Horizontal Irradiance	1,368.3	
	POA Irradiance	1,631.1	19.2%
	Shaded Irradiance	1,600.4	-1.9%
	Irradiance after Reflection	1,556.1	-2.8%
	Irradiance after Soiling	1,547.2	-0.6%
	Total Collector Irradiance	1,547.2	0.0%
Energy (kWh)	Nameplate	155,964.4	
	Output at Irradiance Levels	154,971.7	-0.6%
	Output at Cell Temperature Derate	155,021.8	0.0%
	Output After Mismatch	155,021.5	0.0%
	Optimizer Output	152,841.7	-1.4%
	Optimal DC Output	152,758.2	-0.1%
	Constrained DC Output	148,119.0	-3.0%
	Inverter Output	146,591.9	-1.0%
	Energy to Grid	146,321.6	-0.2%
	Temperature Metrics	Avg. Operating Ambient Temp	
Avg. Operating Cell Temp			16.7 °C
Simulation Metrics	Operating Hours	4685	
	Solved Hours	4685	

☁ Condition Set

Description	Condition Set 4												
Weather Dataset	TMY, 10km Grid (44.85,-91.95), NREL (prospector)												
Solar Angle Location	Meteo Lat/Lng												
Transposition Model	Perez Model												
Temperature Model Parameters	Temperature Model	Sandia Model											
	Rack Type	a	b	Temperature Delta									
	Fixed Tilt	-3.56	-0.075	3°C									
	Flush Mount	-2.81	-0.0455	0°C									
	East-West	-3.56	-0.075	3°C									
Soiling (%)	Carport	-3.56	-0.075	3°C									
		J	F	M	A	M	J	J	A	S	O	N	D
		-5	-5	-3	2	2	2	2	2	2	2	2	-3
Irradiation Variance	5%												
Cell Temperature Spread	4° C												
Module Binning Range	-2.5% to 2.5%												
AC System Derate	0.50%												
Module Characterizations	Module									Uploaded By	Characterization		
	Q.Peak DUO XL-G10.3/BFG 480 (Hanwha Q Cells)									HelioScope	Spec Sheet Characterization, PAN		
Component Characterizations	Device									Uploaded By	Characterization		
	S500B (SolarEdge)									HelioScope	Mfg Spec Sheet		
	SE3000H-US (240V) (SolarEdge)									HelioScope	Spec Sheet		

📦 Components

Component	Name	Count
Inverters	SE3000H-US (240V) (SolarEdge)	32 (96.0 kW)
AC Home Runs	8 AWG (Copper)	32 (48,438.5 ft)
Strings	10 AWG (Copper)	35 (727.1 ft)
Optimizers	S500B (SolarEdge)	210 (105.0 kW)
Module	Hanwha Q Cells, Q.Peak DUO XL-G10.3/BFG 480 (480W)	210 (100.8 kW)

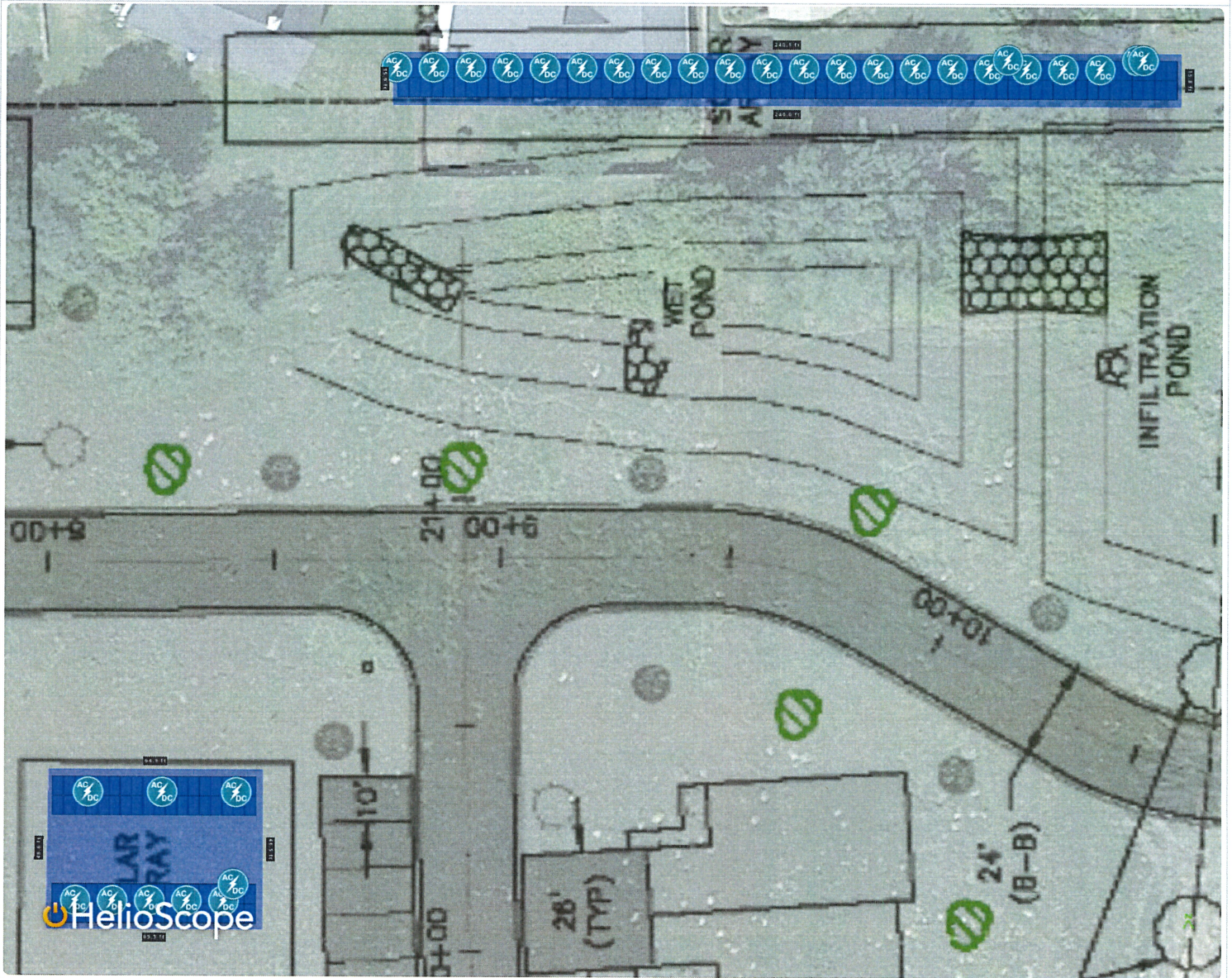
🔌 Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	6-6	Along Racking

🏠 Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Portrait (Vertical)	35°	180°	21.0 ft	2x1	36	72	34.6 kW
Field Segment 2	Fixed Tilt	Portrait (Vertical)	35°	180°	22.0 ft	2x1	69	138	66.2 kW

Detailed Layout



City of Menomonie

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

Special Event

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

Are you representing an organization sponsoring the event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, (list information below)		Is the organization non-profit? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Organization's Name:	St. Joseph Church		
Organization's Address:	910 Wilson Ave., Menomonie, WI 54751		
Organization's Phone:	715-232-4922	(Fax) 715-232-4923	(E-mail) carol.stratton@menomoniecatholic.org
Purpose of Event:	Fundraiser	Type of Event:	1 day Festival

Event Organizer's Name:	Carol Stratton		
Event Organizer's Address:	910 Wilson Ave., Menomonie, WI 54751		
Event Organizer's Phone:	(home) 715-506-7685	(work) 715-232-4922	(E-mail) carol.stratton@menomoniecatholic.org

Name of Event:		St. Joseph Fall Festival		Type of Event:		Fundraiser	
Location of Event:			Date of Event:		Rain date:		
910 and 921 Wilson Ave			9/15/2024		n/a		
Time of Event:	Start: 9:30 AM	Finish: 2:00 PM					
Time on Site:	Start: 8:00 AM	Finish: 6 PM	<i>(include set-up and clean-up time)</i>				
Total Number of Anticipated Attendees: <i>(include event organizers, staff, volunteers and spectators)</i> _____ 300 _____	City of Menomonie Support Staff Requested?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	Police:	<input type="checkbox"/> No <input type="checkbox"/> Yes	Number:				
	Roads:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number: 1 block				
	Other: (Specify)	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number: 6 barricades				

Are street(s) to be closed? <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes, if so list <i>(If less than entire length, indicate by street number where to begin and end)</i>	Entire length? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Check here if City Road <input type="checkbox"/> <i>(attach approval from City of Menomonie)</i>	1. 900 block of Wilson Ave. between 9th St. E and 10th St. E 9/15/2024 8 AM - 5 PM
	Entire length? <input type="checkbox"/> Yes <input type="checkbox"/> No Check here if County Road <input type="checkbox"/> <i>(attach approval from Dunn County)</i>	2.

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

Street parking and parts of parish and school parking lots available

What provisions are being made for crowd control and security? Attach additional sheets if necessary.
The parish committee and parish staff manage attendees.

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

We have first aid kits, 2 AEDs and a health room available

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

The Parish Center/School and church has multiple accessible restrooms.

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

We place large garbage cans and recycling bins around the site, and have 2 dumpsters on the grounds.

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

Certificate of Insurance or Surety Bond Information No Yes, attach a copy

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

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

Check all that apply:

CITY CLERK PERMITS 715-232-2180	PARK AND RECREATION PERMITS 715-232-1664	FIRE DEPARTMENT PERMITS 715-232-2414
<input checked="" type="checkbox"/> Temporary Beer/Wine <input type="checkbox"/> Amplified Sound Permit <input type="checkbox"/> _____	<input type="checkbox"/> Park Facility Use <input type="checkbox"/> Shelter Reservations <input type="checkbox"/> Beer Keg Permit	<input type="checkbox"/> Fireworks/Pyrotechnics <input type="checkbox"/> Grills/Open Burning <input type="checkbox"/> Tents (900 sq.ft. or greater or anything less with sides requires permit)

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

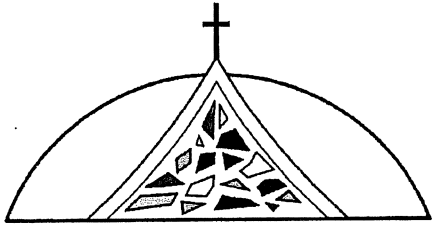
By signing this application, applicant acknowledges that the issuance of a special event permit does not obligate or require the City of Menomonie to provide City services, equipment or personnel in support of the event.

Signature: Carol Stratton

Print Name: Carol Stratton

Affiliation with Applicant (if applicable): _____

Date: 4-2-2024



St. Joseph Catholic Church

910 Wilson Avenue
715-232-4922

Menomonie, WI 54751
www.menomonicatholic.org

April 2, 2024

City of Menomonie
800 Wilson Avenue
Menomonie, WI 54751

Dear Council Members:

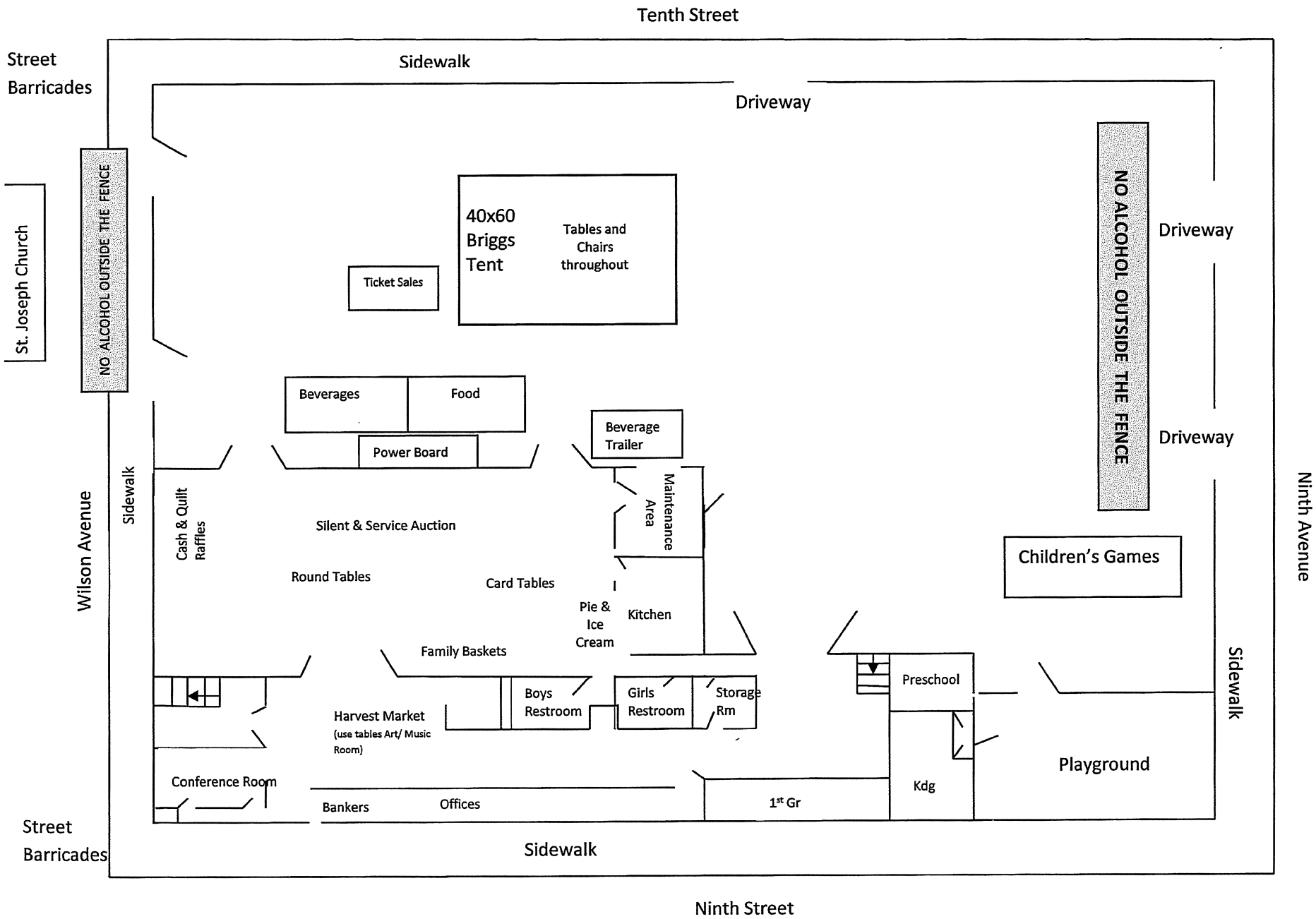
St. Joseph Parish requests the closing of Wilson Avenue between 9th Street and 10th Street on September 15, 2024 during our Fall Festival. The hours we are requesting are Sunday, September 15, 8:00 AM to 6:00 PM. We are making this request for reasons of safety. We would like to make it safer for people walking between the church and Parish Center/school. Thank you for your cooperation. Please contact me at 232-4922 with any questions or concerns you have.

Best regards,

A handwritten signature in cursive script that reads "Carol Stratton".

Carol Stratton

St. Joseph Parish Center & Parking Lot – Fall Festival
Dimensions are NOT accurate.



City of Menomonie

City Clerk's Office
 800 Wilson Ave., Menomonie, WI 54751
 (Phone: 715-232-2187; Fax: 715-235-0888; E-mail: clauersdorf@menomonie-wi.gov)

Special Event

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

Are you representing an organization sponsoring the event? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> (list information below)		Is the organization non-profit? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Organization's Name:	Downtown Menomonie		
Organization's Address:	503 Broadway Street S. STE #20		
Organization's Phone:	(715)279-8502	(Fax)	(E-mail)
Purpose of Event: Flag Day Ceremony		Type of Event: Celebration/Memorial	

Event Organizer's Name:	Becca Schoenborn		
Event Organizer's Address:	503 Broadway Street S. STE #20		
Event Organizer's Phone:	(home)	(work) (715)279-8502	(E-mail) director@downtownmenomonie.org

Name of Event: Flag Day Ceremony		Type of Event: Celebration/Memorial	
Location of Event: Dunn County Veterans Memorial		Date of Event: 6/14/24	Rain date: N/A
Time of Event:	Start: 10:00AM	Finish: 11:30AM	
Time on Site:	Start: 9:00AM	Finish: Noon (include set-up and clean-up time)	
Total Number of Anticipated Attendees: <i>(include event organizers, staff, volunteers and spectators)</i> _____ 100 _____	City of Menomonie Support Staff Requested? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		
	Police: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:	
	Roads: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:	
	Other: (Specify) <input type="checkbox"/> No <input type="checkbox"/> Yes	Number:	

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

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

Standard street parking should not be impacted.

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

Not needed.

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

Not needed.

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

Not needed.

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

Not needed.

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

Certificate of Insurance or Surety Bond Information No Yes, attach a copy

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

Check all that apply:

CITY CLERK PERMITS 715-232-2180	PARK AND RECREATION PERMITS 715-232-1664	FIRE DEPARTMENT PERMITS 715-232-2414
<input type="checkbox"/> Temporary Beer/Wine <input type="checkbox"/> Amplified Sound Permit <input type="checkbox"/> _____	<input type="checkbox"/> Park Facility Use <input type="checkbox"/> Shelter Reservations <input type="checkbox"/> Beer Keg Permit	<input type="checkbox"/> Fireworks/Pyrotechnics <input type="checkbox"/> Grills/Open Burning <input type="checkbox"/> Tents (900 sq.ft. or greater or anything less with sides requires permit)

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

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

Signature:

Becca Schoenborn

Print Name:

Becca Schoenborn

Affiliation with Applicant (if applicable):

Executive Director of Downtown Menomonie

Date:

3/12/24

City of Menomonie

City Clerk's Office
 800 Wilson Ave., Menomonie, WI 54751
 (Phone: 715-232-2187; Fax: 715-235-0888; E-mail: clauersdorf@menomonie-wi.gov)

Special Event

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

Are you representing an organization sponsoring the event? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> (list information below)		Is the organization non-profit? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Organization's Name:	Downtown Menomonie		
Organization's Address:	503 Broadway Street S. STE #20		
Organization's Phone:	(715)279-8502 (Fax)	(E-mail)	director@downtownmenomonie.org
Purpose of Event: Community Building		Type of Event: Food & Activities	

Event Organizer's Name:	Becca Schoenborn		
Event Organizer's Address:	503 Broadway Street S. STE #20		
Event Organizer's Phone:	(home)	(work)	(715)279-8502 (E-mail) director@downtownmenomonie.org

Name of Event: Great Community Cookout		Type of Event: Food & Activities	
Location of Event: City Lot 6		Date of Event: 9/12/24	Rain date: N/A
Time of Event:	Start: 4:00PM	Finish: 8:00PM	
Time on Site:	Start: 12:00PM	Finish: (include set-up and clean-up time) 10:00PM	
Total Number of Anticipated Attendees: <i>(include event organizers, staff, volunteers and spectators)</i> 750	City of Menomonie Support Staff Requested? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		
	Police:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number:
	Roads:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number: 2
	Other: (Specify)	<input type="checkbox"/> No <input type="checkbox"/> Yes	Number:

Are street(s) to be closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, if so list <i>(If less than entire length, indicate by street number where to begin and end)</i>	Entire length? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Check here if City Road <input type="checkbox"/> <i>(attach approval from City of Menomonie)</i>	1. 6th Avenue East from Main to 2nd St & 2nd Street East
	Entire length? <input type="checkbox"/> Yes <input type="checkbox"/> No Check here if County Road <input type="checkbox"/> <i>(attach approval from Dunn County)</i>	2.

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

Downtown Menomonie will follow the City of Menomonie's recommendations

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

Individuals over 21 years old who plan to consume alcohol will require a wristband and the event space will be fenced in. The Menomonie Police Department is welcome to do walk throughs and patrol as they see fit.

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

First aid kit will be available on-site at the Downtown Menomonie Tent.

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

Multiple port-a-potties will be rented for the event.

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

Volunteers will clean up as needed.

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

Community organizations may table along 6th Street.

Certificate of Insurance or Surety Bond Information No Yes, attach a copy

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

Check all that apply:

CITY CLERK PERMITS 715-232-2180	PARK AND RECREATION PERMITS 715-232-1664	FIRE DEPARTMENT PERMITS 715-232-2414
<input checked="" type="checkbox"/> Temporary Beer/Wine <input checked="" type="checkbox"/> Amplified Sound Permit <input type="checkbox"/> _____	<input type="checkbox"/> Park Facility Use <input type="checkbox"/> Shelter Reservations <input type="checkbox"/> Beer Keg Permit	<input type="checkbox"/> Fireworks/Pyrotechnics <input checked="" type="checkbox"/> Grills/Open Burning <input type="checkbox"/> Tents (900 sq.ft. or greater or anything less with sides requires permit)

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

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

Signature:

Becca Schoenborn

Print Name:

Becca Schoenborn

Affiliation with Applicant (if applicable):

Executive Director of Downtown Menomonie

Date:

3/12/24

City of Menomonie

City Clerk's Office
 800 Wilson Ave., Menomonie, WI 54751
 (Phone: 715-232-2187; Fax: 715-235-0888; E-mail: clauersdorf@menomonie-wi.gov)

Special Event

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

Are you representing an organization sponsoring the event? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> (list information below)		Is the organization non-profit? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Organization's Name:	Downtown Menomonie		
Organization's Address:	503 Broadway Street S. STE #20, Menomonie, WI		
Organization's Phone:	(715)279-8502 (Fax)	(E-mail)	director@downtownmenomonie.org
Purpose of Event: Holiday Parade		Type of Event: Parade	

Event Organizer's Name:	Becca Schoenborn		
Event Organizer's Address:	503 Broadway Street S. STE #20, Menomonie, WI		
Event Organizer's Phone:	(home)	(work)	(715)279-8502 (E-mail)director@downtownmenomonie.org

Name of Event: Winter Daze Parade		Type of Event: Parade	
Location of Event: Downtown Menomonie		Date of Event: 12/12/24	Rain date: N/A
Time of Event:	Start: 4:00PM	Finish: 8:00PM	
Time on Site:	Start: Noon	Finish: (include set-up and clean-up time) 9:00PM	
Total Number of Anticipated Attendees: <i>(include event organizers, staff, volunteers and spectators)</i> 7000	City of Menomonie Support Staff Requested? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		
	Police:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number: 5
	Roads:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number: 3
	Other: (Specify)	<input type="checkbox"/> No <input type="checkbox"/> Yes	Number:

Are street(s) to be closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, if so list <i>(If less than entire length, indicate by street number where to begin and end)</i>	Entire length? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Check here if City Road <input type="checkbox"/> <i>(attach approval from City of Menomonie)</i>	1. Wilson Ave (3rd St. E to 9th St. E) 4th Street E (Wilson Ave to Main) Main Street E (4th St. E to Broadway) Broadway (Main St to 10th Ave during parade) 10th Ave E (NEW! Broadway St to 6th St. E)
	Entire length? <input type="checkbox"/> Yes <input type="checkbox"/> No Check here if County Road <input type="checkbox"/> <i>(attach approval from Dunn County)</i>	2.

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

Downtown Menomonie will work with parking enforcement to notify cars in advance and tow as needed.
Traffic will be rerouted to Crescent.

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

Downtown Menomonie works closely with Menomonie Police Department for this event to provide security and crowd control throughout event. Officers will be on-site during the event as well.

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

First aid kit available on-site.

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

Port-a-potties will be rented and placed throughout event area.

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

Volunteers will clean up following event and we have a relationship with the City of Menomonie for trash removal and UW-Stout for recycling removal.

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

Volunteers are utilized for cleanup after the parade.

Certificate of Insurance or Surety Bond Information No Yes, attach a copy

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

Check all that apply:

CITY CLERK PERMITS 715-232-2180	PARK AND RECREATION PERMITS 715-232-1664	FIRE DEPARTMENT PERMITS 715-232-2414
<input type="checkbox"/> Temporary Beer/Wine <input type="checkbox"/> Amplified Sound Permit <input type="checkbox"/> _____	<input type="checkbox"/> Park Facility Use <input type="checkbox"/> Shelter Reservations <input type="checkbox"/> Beer Keg Permit	<input checked="" type="checkbox"/> Fireworks/Pyrotechnics <input checked="" type="checkbox"/> Grills/Open Burning <input type="checkbox"/> Tents (900 sq.ft. or greater or anything less with sides requires permit)

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

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

Signature:

Becca Schoenborn

Print Name:

Becca Schoenborn

Affiliation with Applicant (if applicable):

Executive Director of Downtown Menomonie

Date:

3/12/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/31/2023

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 Kado & Associates Insurance 718 N Broadway Menomonie, WI 54751	CONTACT NAME: Branden Kado PHONE (A/C, No., Ext): 715-235-8720 E-MAIL ADDRESS: bkadokadoins@wwt.net	FAX (A/C, No.): 715-235-3301
	INSURER(S) AFFORDING COVERAGE	
INSURED Main Street of Menomonie, Inc 503 Broadway St. S Ste 20 Menomonie, WI 54751	INSURER A: West Bend Mutual Insurance Company NAIC #: 115350	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

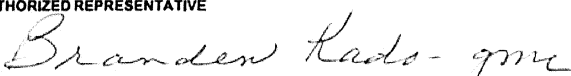
REVISION NUMBER:

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			0614250 21	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> AUTOS ONLY			0614250 21	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0614251 21	09/01/2023	09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

MarCom 5, LLC c/o Commonweal Development Corp. 3506 Oakwood Mall Dr, Ste B Eau Claire, WI 54701	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 
--	--

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City of Menomonie
Eric Atkinson

City Administrator
800 Wilson Avenue
Menomonie, WI 54751
715 232 2221

E-Mail: atkinsone@menomonie-wi.gov

To: Mayor & City Council
From: Eric Atkinson, City Administrator
Subject: Plan Commission
Date: April 15, 2024

City Administration is recommending Mark Kalscheur as a new member to the Plan Commission. Mark will fill the position that was previously held by David Williams. Mark and his family moved to Menomonie in 1996, his wife is a retired RN from Mayo and they have 3 grown children. Mark worked in banking/financial services for 39 years and retired in 2022 after managing 5 branches of Bremer bank. If the Council approves of this appointment, a motion to approve would be the required action.

Rec Advisory Board Statement

Hello, my name is Riley Feddersen, and I believe I could be a positive addition to the City of Menomonie Rec. Advisory Board for 2024. Growing up in Menomonie I realize how grateful our community should be regarding our many well-kept and inviting city parks we have. I will always remember the joy of hanging out with friends and classmates at public parks such as Wakanda Park and Elmwood Park. My friends and I always found these parks were a safe place for us to relax and enjoy the outdoors. In addition, the parks were always very clean and had activities for anyone of the community to be a part of. I believe I can help contribute to keeping our parks this way as well as making improvements to public parks to make them even more enjoyable for everyone.

Thank you for considering me for this position,

Riley Feddersen

April 5, 2024

To Whom It May Concern:

I would like to express my interest in joining the Recreation Advisory Board. I recently became aware of this opportunity and would like to get involved in being a voice for the department. The opportunity would be a good fit with my interests and allow me to have an impact on our community.

I have been a resident in the city of Menomonie since 2006 and have been employed with WESTconsin Credit Union since 2007. My wife and I are raising 3 children- ages 15, 13 and 10. All 3 have been active in various programs offered by the Parks and Recreation Department. We appreciate all that this community has provided a young family from the recreational/sport activities to the city parks and Wakanda Waterpark, and I would like to be a part of the continued growth and development of these valuable offerings.

Thank you for your consideration.

Sincerely,

Kyle Behrens
1529 Shore Haven Ct
Menomonie WI 54751

218-791-7800
behrens.kyle@gmail.com



Menomonie Police Department

615 Stokke Parkway Suite G200
Menomonie, WI 54751
715-232-2198
www.menomonie-pd.com

Memorandum

To: Mayor Randy Knaack & City Council
From: Rick Hollister, Chief of Police *RH*
Date: 04/05/2024
Subject: Rick Hollister, Chief of Police
CC: City Administrator, Eric Atkinson

The Police Department is requesting a budget transfer for ordering a new radio tower repeater. This is a necessary component for providing the day to day emergency and nonemergency radio communications for the police department. Currently, the Police Department is temporarily using a repeater from the service company ANCOM Communications, until a new one can be ordered. The Police Department is requesting a transfer from unused 2023-2024 CIP funding – police vehicles, radios, emergency lights & changeover. The transfer amount requested is \$23,937.00 (covers the new repeater cost and installation fees).

Thank you for your consideration!

Rick Hollister
Chief of Police

Chris King
Commander

Brian Hagen
Commander

BUDGET TRANSFER REQUEST FORM

TRANSFER TO:

AMOUNT \$ 23,937

ACCOUNT TITLE AND NUMBER CIP: MPD Radio Communications

LINE ITEM NAME AND EXTENSION 33.52110.759

TRANSFER FROM:

ACCOUNT TITLE AND NUMBER CIP: MPD Vehicle Change Over

LINE ITEM NAME AND EXTENSION 33.52110.730

REASON: (This does not mean "budget overdrawn:" It means why the proposed budget overdraft is necessary!)

This transfer is requested to purchase a new radio repeater. The repeater is a necessary component for providing the day to day emergency and non-emergency radio communications for the police department. The previous repeater failed and can not be repaired due to it's age. The police department is temporarily using a repeater from the service company until a new one can be purchased.

Memo attached. Thank you!

Rock R. Homster

Authorized Signature

4-10-24

Date

18-Apr-24

2024 Claims

	<u>Description</u>	<u>Total Invoice</u>	<u>Amt Overdrawn</u>
Cedar Corp	Water Cth B /Lindstrom Util Ext, Sewer Cth B /Lindstrom Util Ext, Water Well #9, Water Chemical Room Well #8, Engineering Services Project Planning, Point Comfort Boat Ramp	\$31,557.84	\$8,185.00
City of Menomonie	Sewer - Water Utility Bill	\$20,058.30	\$4,058.30

Total **\$51,616.14** **\$12,243.30**

2024 Parking Utility Claims

	<u>Description</u>	<u>Total Invoice</u>
City of Menomonie	Parking - Water Utility Bill	\$468.75
City Treasurer	Sales tax expense	\$773.65
IPS	March Fees	\$2,120.02

Parking
Total **\$3,362.42**

4-11-24

LICENSES – April 15, 2024

TEMPORARY CLASS “B” BEER LICENSE:

Red Cedar Racing Association, Weekly Wisconsin Sanction Racing - 620 17th St SE

04/19/2024 04/26/2024 05/03/2024 05/17/2024 05/31/2024

06/07/2024 06/21/2024 06/28/2024 07/12/2024 07/19/2024

08/16/2024 08/30/2024 10/04/2024-10/05/2024 10/12/2024, Fall Demo

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

Red Cedar Racing Association, Weekly Wisconsin Sanction Racing - 620 17th St SE

5/10/2024

07/25/2024-07/28/2024

08/09/2024

9/19/2024 – 9/22/2024, Punky Manor

The Mabel Tainter Literary, Library & Educational Society – 205 Main Street East

Community Celebration, 05/18/2024

4/11/24