



CITY OF MENOMONIE
COUNCIL MEETING
CITY COUNCIL CHAMBERS

7:00 PM

Monday – October 2, 2023



City of Menomonie
800 Wilson Ave
1st Floor

AGENDA

Pledge of Allegiance

1. Roll Call & Special Recognitions

2. Approval of Minutes

3. Public Hearings

4. Public Comments

5. Unfinished Business

- a. Amending Title 14, Chapter 4 to adjust minimum lot sizes for unsewered lots created or modified on or after January 1, 2024 to one (1) acre – discussion and possible waiver of second reading.

6. New Business

- a. Proposed deer hunt on City owned lands – discussion and possible motion approving
- b. Proposed City Hall real estate listing 1 year contract with The Ellefson Group – discussion and possible motion approving
- c. Proposal to order 2025 model squad cars in 2023 for the Menomonie Police Department – discussion and possible motion approving
- d. Stepping Stones Appliance Contract – discussion and possible motion approving.

7. Budget Transfers

8. Mayor's Report

9. Communications and Miscellaneous Business

10. Claims

11. Licenses

- a. Normal license list and renewals

12. Closed

13. Return to Open Session

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 **861 2140 5275**. 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 September 18, 2023, 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, Schwebs, Gentz, Solberg, and Sommerfeld. Schlough, Erdman and McCullough were absent.

MOTION was made by Yonko, seconded by Schwebs, and carried to approve the minutes of September 5, 2023 council meeting.

PUBLIC HEARING – No comments/discussion

PUBLIC COMMENTS – Kevin Jack, representing the Menomonie Lions Club, introduced himself to council and encouraged council to consider a biennial approval of the culling of their herds. Jackson Lor, representing the UW-Stout Volleyball Team, introduced himself to council in support of agenda item 6(f).

ORDINANCE to amend Title 10, Chapter 11 to adjust the extent of the Legally Described Area within the B-1 General Commercial District was INTRODUCED by Luther on August 7, 2023. MOTION was made by Schwebs, seconded by Yonko and carried to waive the first reading. MOTION was made by Burstad, seconded by Gentz and carried to waive the second reading. MOTION to adopt Title 10, Chapter 11 ordinance amendment was made by Schwebs, seconded by Sutherland, and carried unanimously.

ORDINANCE to amend Title 14, Chapter 4 to adjust minimum lot sizes for unsewered lots created or modified on or after January 1, 2024 to one (1) acre was INTRODUCED by McCullough on August 7, 2023. MOTION was made by Burstad, seconded by Solberg and carried to waive the first reading.

RESOLUTION - MOTION was made by Burstad, seconded by Sutherland, and carried unanimously on roll call vote to adopt Resolution 2023-15 approving the Proposed Boundary Amendment and Approving the Proposed Project Plan Amendment No. 3 for Tax Incremental District #13, City of Menomonie, WI.

RESOLUTION - MOTION was made by Burstad, seconded by Sommerfeld, and carried unanimously on roll call vote to adopt Resolution 2023-16 Approving the Proposed Boundary and Approving the Project Plan and Creation for Tax Incremental District #18, City of Menomonie, WI.

MOTION to approve the request from Lions Club to conduct controlled deer, elk & buffalo herd management at the Lions Club Game Park between September 19, 2023 and October 4, 2023 for a two-year period, with any restrictions set by administration, was made by Luther, seconded by Gentz, and carried unanimously.

MOTION to approve UW-Stout Men's Volleyball Club special events request was made by Schwebs, seconded by Gentz, and carried unanimously.

MOTION to approve amendment #1 to MSA Professional Services Agreement for Cedar Falls Road Traffic Study was made by Yonko, seconded by Burstad, and carried unanimously.

MOTION to approve the Stepping Stones Change Order #3 Relocate AT&T Facilities in the amount of \$7,463.51 was made by Sommerfeld, seconded by Sutherland, and carried unanimously on roll call vote.

MOTION to approve the Stepping Stones Change Order #4 Tile Flooring & Retaining Wall in the amount of \$51,655.66 was made by Burstad, seconded by Luther, and carried unanimously on roll call vote.

MOTION to approve The Valley's Makers Market special events request for September 28 and October 15, 2023 in Wilson Park was made by Solberg, seconded by Sommerfeld, and carried unanimously.

MOTION to approve the amendment to Tax Incremental Financing Development Agreement with Menomonie III, LLC (Maplewood Eco Cottages) was made by Burstad, seconded by Sutherland, and carried unanimously on roll call vote.

BUDGET TRANSFERS – Motion was made by Schwebs, seconded by Solberg, and carried unanimously on roll call vote to approve the following budget transfers: \$3,300 from the Recreation account to the Leisure Services Center Revenue Account; \$6,700 from the Aquatics account to the Leisure Services Center Revenue account; \$3,300 from the Contingency fund to the Street Maintenance Boulevard Repair account for the Bonjour property damage release agreement; \$1,600 from the Fire Department Schools & Conferences account to the Fire Department Mileage and Materials & Supplies accounts to cover anticipated mileage reimbursement costs and station supplies costs; and \$1,400 from the Fire Department Vehicle Repair account to the Fire Department Parts & Tools Supplies account to cover the cost of a new vent fan for Engine 1.

MAYOR'S REPORT – Mayor Knaack reported that Homecoming is Friday evening and the Chris Kroeze concert will be taking place at 4:45-6:45pm in Wilson Park. The City's Clean Sweep event is on Thursday for \$10 a car load. The Community Cookout last week was a great event with lots of community engagement.

COMMUNICATIONS AND MISCELLANEOUS BUSINESS – City Administrator Atkinson informed the council that City Staff is looking further into enterprise management software solutions for the City's finance system. Schofield reported that there was a "swim at your own risk/dangerous current" sign erected in Riverside Park. Work has started on Heller Road; the roadway will be closed during working hours but efforts will be made to reopen it during evening hours.

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

September 18, 2023 Claims

Audio Architects	\$180.00
Auto Value	\$820.29
Charter Communications	\$82.81
Diesel Machine Service	\$62.73
First Supply	\$7,213.05
Diggers Hotline	\$485.04
Dunn County Highway	\$3,662.55
HG Meigs	\$418.69
Haas	\$292.40
Indianhead Truck Equip	\$15.98
John Fabick Tractor Co	\$263.69
Mayo Clinic	\$296.00

Mc Master-Carr	\$37.91
Menomonie Hardware	\$770.08
Northern Lake Service	\$285.52
Public Service Commission	\$23.56
RTS Roofing	\$558.23
Realiving	\$412.50
River Valley News	\$1,425.91
SignArt Company	\$680.00
TSI Voice/Data	\$1,678.50
Verizon	\$1,578.45
WI Kenworth	\$123.45
Woodley Company	\$577.80
Total	\$21,945.14

<u>Parking Utility Claims</u>	<u>Total Invoice</u>
Airtec Sports	\$161.97
City Treasurer	\$234.91
IPS Group	\$1,707.92
Total	\$2,104.80

LICENSES – MOTION was made by Solberg, seconded by Sommerfeld, and carried to approve the following licenses:

LICENSES – September 18, 2023

LICENSE YEAR - 2024 (expires June 30, 2024)

GROOMING SHOP & PET SHOP:

Kayla Swenson (Sun Spot Pet Grooming – 2219 S. Broadway St.)

TOBACCO:

Corner Store MN, LLC, 2302 Broadway St. S. (formerly J's Circle C)

MOTION was made by, seconded by, and carried unanimously to approve the Corner Store MN, LLC application for a Class "A" beer and "Class A" liquor (cider only) license at 2302 South Broadway Street, contingent on the current license for the premises being surrendered to the City.

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

Kate Martin, City Clerk



City of Menomonie
David Schofield

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

TO: City Council & Mayor
FROM: David Schofield, Director of Public Works
SUBJECT: Adjust Minimum Lot Areas
DATE: October 2, 2023 City Council Meeting

City Code currently allows a Minimum Lot Area of 20,000 square feet (or 0.46 acres) for residential properties without access to sanitary sewer. It has been suggested that this may not be sufficient to provide enough separation between private septic systems and neighboring private wells which can lead to contamination of the private wells.

City Staff reviewed the subdivision codes for Town of Menomonie, Town of Red Cedar and Town of Tainter. All three require a minimum of one acre for unsewered lots.

Atty. Ludeman has prepared an ordinance amendment to increase the Minimum Lot Area to 1 acre for lots created or modified after January 1, 2024. Existing vacant lots would not be impacted by this amendment.

City Council introduced the ordinance amendment at the August 7 meeting and referred it to Plan Commission their review. Plan Commission reviewed the ordinance amendment at its August 28 meeting and recommended approval with one dissenting vote. City Council held a public hearing and waived the first reading at the September 18 meeting.

If the City Council concurs with the proposed ordinance amendment, the appropriate action would be to waive the second reading.

City Staff recommends final consideration of the proposed ordinance amendment at the October 16 City Council meeting.

Attachments:

- Ordinance Amendment

ORDINANCE 2023 - _____ OF THE ORDINANCES FOR THE CITY OF MENOMONIE FOR 2023.

An ordinance amending Section 14-4-7 A. of the City Code to increase the minimum lot size for lots not served by public sewer.

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

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

14-4-7: LOTS:

A. Areas, Dimensions, Yards:

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

	Lots Not Served By Public Sewer	Lots Served By Public Sewer
Minimum lot area	20,000 square feet	10,000 square feet
Minimum average lot width	100 feet	80 feet

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

	Lots Not Served By Public Sewer	Lots Served By Public Sewer
Minimum lot area	1 acre	10,000 square feet
Minimum average lot width	100 feet	80 feet

3. The minimum lot area shall not include land in a floodplain or other unusable land. Excessive depth in relation to width shall be avoided, and a proportion of 2.5 average width to depth (2.5:2) shall be considered a maximum ratio under normal circumstances.

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 7th DAY

FIRST READING _____

OF AUGUST, 2023

SECOND READING _____

MAYOR, RANDY KNAACK

PASSED _____

PUBLISHED _____

SUBMITTED BY:

ATTEST _____

CITY CLERK, CATHERINE MARTIN

ALDERPERSON



City of Menomonie
Eric Atkinson

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

E-Mail: atkinsone@menomonie-wi.gov

To: Mayor Knaack and Council
From: Eric Atkinson, City Administrator
Subject: City Deer Hunt
Date: September 28, 2023

Lt. Chad Mroczenski of the Menomonie Police Department (MPD) requested permission to bow hunt on City owned land located at the City Landfill and the MPD Shooting Range. His request was included in your packet for review.

Staff recommends requiring Lt. Mroczenski notify Environmental Program Coordinator Megan Hines and Street Superintendent Dave Frank of the dates/times the hunt is intended to ensure Landfill activities are not being held.

If you support this proposal the appropriate action would be a motion to approve.



Menomonie Police Department

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

To: City of Menomonie

From: Lt Chad A. Mroczenski

Date: September 27, 2023

REF: Hunting Rights

To Whom It May Concern,

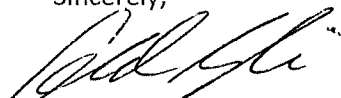
I am writing you requesting permission to bow hunt whitetail deer on the 98.01-acre property owned by the City of Menomonie off of Gilbert Creek Road; designated as the City of Menomonie Landfill and City of Menomonie Police Department Shooting Range.

As a Lieutenant for the Menomonie Police Department for the past twenty-two and half years, I am aware of the hazard whitetail deer have caused while crossing Hwy 29/Hudson Rd west of County Road P/Hofland Rd. As well as Hofland Rd south of Hwy 29/Hudson Rd. I have personally experienced several near collisions with deer in those areas as well as handled numerous vehicle vs deer accidents. I am a certified firearms instructor and range master at the Menomonie Police Department Shooting Range. During my times travelling through the landfill to the shooting range, I have witnessed countless deer in, and around, the shooting range and landfill areas.

As an experienced hunter, I am aware deer will congregate to areas where they are not pressured, only to leave those areas at night to feed. I am also aware that if left unmanaged, deer populations will increase causing deer to move into more hazardous areas such as roadways. If deer are not managed properly their numbers will continue to increase, putting more lives and property at risk. Unmanaged deer populations also contribute to crop damage and they become more susceptible to disease, which can quickly spread through a herd.

As a Menomonie Police Lieutenant, I am in a unique position to be able to access the secured areas the City of Menomonie owns without causing disruption. And as a range master, I am also aware of the shooting range's location and scheduled times of operation. I am asking for permission to hunt this area during the week and weekends, primarily in the early morning hours or evenings. I am aware of the areas occupied by staff and I would not interfere with daily operations or put anyone in harms way. I will be following all of the laws set forth by the Wisconsin DNR and I will be using my own tags.

Sincerely,



Lt Chad A. Mroczenski

Rick Hollister
Chief of Police

Chris King
Commander

Brian Hagen
Commander



City of Menomonie
Eric Atkinson

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

E-Mail: atkinsone@menomonie-wi.gov

To: Mayor Knaack and Council
From: Eric Atkinson, City Administrator
Subject: Exclusive Right to Lease Contract — The Ellefson Group LLC
Date: September 28, 2023

The Ellefson Group LLC provides leasing services for the City of Menomonie, specifically for City Hall. The current one-year contract is set to expire on September 30, 2023. The Ellefson Group LLC proposed to continue providing leasing services for another year with an expiration date of September 30, 2024. A copy of the contract was included in the packet for your review. Staff reviewed the contract and recommends approval.

If council supports renewing the contract the appropriate action would be a motion to approve.

LISTING CONTRACT TO LEASE COMMERCIAL PROPERTY - EXCLUSIVE RIGHT TO LEASE

1 Owner gives the Firm the exclusive right to rent 800 Wilson Ave
2 _____
3 _____, in the _____ City _____ of _____ Menomonie _____, County
4 Dunn _____, Wisconsin ("Premises"), Insert additional description of real estate, if necessary, at lines 261-270, or
5 attach an addendum per lines 271-272.

6 **PERSONAL PROPERTY INCLUDED IN LIST PRICE:** None
7 _____

8 **LISTED RENT:** [CHECK ONE OR MORE ACCEPTABLE RENT OPTIONS]
9 \$ _____, monthly (Net) (Gross) ~~STRIKE ONE~~ ("Net" if neither is stricken) rent.
10 \$ _____, annual (Net) (Gross) ~~STRIKE ONE~~ ("Net" if neither is stricken) rent, per square foot of (usable) (rentable) ~~STRIKE ONE~~
11 ("rentable" if neither is stricken) interior area, payable monthly.

12 **MINIMUM LEASE TERM:** 1 year months. Specify lease commencement date(s), if applicable, at lines 13-15.
13 **ADDITIONAL LEASE PROVISIONS** Base rent is \$10.00 per sf plus CAM. The base rent applies to all
14 levels. All leases require City Council approval. Tenants pay telephone and internet.
15 _____

16 **ATTACHED LEASE TERMS** See terms of attached lease, which is incorporated by reference as if fully set forth.
17 **ADDITIONAL TERMS AND CONDITIONS** This lease contract can be cancelled anytime by either party giving 30
18 days notice.
19 _____

20 **NOTE:** Address issues such as property usage and exclude rented fixtures and tenant's trade fixtures currently on site, as applicable. If additional space
21 is required see lines 261-270 or attach an addendum per lines 271-272.

22 **COMMISSION** The Firm's commission shall be The greater of 1 month's avg. base rent over the 1st yr or 6.0% of
23 the sum of the base rent over the term of the lease not to exceed 5 yrs. (indicate how commission will be calculated).

24 Owner shall pay the Firm's commission, which shall be earned if, during the term of this Listing:
25 1) A lease of all or part of Premises is entered into by Owner with a tenant;
26 2) A tenant is secured for all or any part of the Premises by the Firm, the Owner or any other person for the rent and substantially upon the terms and conditions set
27 forth in this listing, or
28 3) A tenant under 1) or 2) above enters into a renewal, extension or amendment of a lease of all or part of Premises with Owner or enters into a new lease or leases
29 additional square footage of Premises.
30 All commissions are payable as follows: 50% upon execution of a written lease or renewal and 50% when the tenant
31 moves into the unit or makes their first payment, whichever comes first.
32 _____

33 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written notices to a Party shall be
34 effective only when accomplished by one of the methods specified at lines 35-51.

35 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at lines 36 or 37.
36 Owner's recipient for delivery (if any): _____
37 Firm's recipient for delivery (if any): _____

38 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
39 Owner: _____ Firm: _____

40 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either
41 the Party, or to the Party's recipient for delivery if named at lines 36 or 37, for delivery to the Party's delivery address at lines 44 or 45.

42 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if
43 named at lines 36 or 37, for delivery to the Party's delivery address at lines 44 or 45.

44 Delivery address for Owner: _____
45 Delivery address for Firm: _____

46 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 50 or 51. If this is a consumer
47 transaction where the property being rented or the rental proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail
48 address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by
49 federal law.

50 E-Mail address for Owner: atkinsone@menomonie-wi.gov
51 E-Mail address for Firm: office@ellefsongroup.com

52 **TERMINATION FEE** If this Listing is terminated because of a sale, exchange, option or other transfer of legal or equitable title to the Premises, Owner agrees to
53 pay the Firm a termination fee in the amount of: \$ _____ or _____ % of the sale price (or the fair
54 market value of the Premises in the case of an exchange), whichever is greater. The termination fee shall be due at the time of closing and shall be reduced by any
55 commissions payable to the Firm in connection with the transaction. A sale of part of the Premises does not terminate this Listing as to the remainder of the
56 Premises. This Listing shall not terminate because of the lease of all or part of the Premises.

57 **LIEN NOTICE:** The Firm has the authority under Wis. Stat. § 779.32 to file a lien for commissions or compensation earned but not paid when due against
58 the commercial real estate, or the interest in the commercial real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all
59 estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not contain any
60 buildings or structures, and (c) real property that is zoned for agricultural purposes.

61 **OWNER'S COOPERATION** Owner agrees to cooperate fully with the Firm and its agents in all respects regarding the leasing (or other transfer of the Premises)
62 and the performance of the Firm's duties under this Listing, to allow the Firm to show the Premises at reasonable times and upon reasonable notice, to allow the Firm

63 to advertise including placing a "For Lease" sign upon the Premises and advertise incentives, repairs, build-outs, credits, etc. offered by Owner in additional
64 provisions at lines 261-270 in an addendum attached per lines 271-272.

65 **OWNER'S DISCLOSURE REPORT** Wis. Admin. Code Chapter REEB 24 requires listing firms to make inquiries of the Owner on the structure, mechanical systems
66 and other relevant aspects of the property and to request that the Owner provide a written response to the firm's inquiry. Owner agrees to provide the Firm with
67 written disclosure of all defects known to Seller with regards to the Premises and to complete any and all other disclosure report(s) provided by the Firm, as may be
68 applicable or required by law. Owner agrees to promptly amend the report(s) to include any defects (as defined in the report(s) which Owner learns of after
69 completion of the report(s), but before acceptance of a tenant's lease. Owner authorizes the Firm to distribute the report(s) to all interested parties and their agents
70 inquiring about the Premises, and acknowledges the Firm and its agents has a duty to disclose all Material Adverse Facts, as required by law.

71 **OWNER REPRESENTATIONS REGARDING DEFECTS** Owner represents to Firm that as of the date of this Listing, if an owner's disclosure report or other form of
72 written response to the Firm's inquiry regarding the condition of the Premises has been completed by the Owner, the Owner has no notice or knowledge of any
73 defects affecting the Premises other than those noted on Owner's disclosure report(s) or written response(s).

74 **WARNING: IF OWNER REPRESENTATIONS AT LINES 152-174 AND ELSEWHERE ARE NOT CORRECT, OWNER MAY BE LIABLE FOR DAMAGES AND**
75 **COSTS.**

76 **OWNER'S OBLIGATIONS** the term of this Listing, Owner agrees to provide to the Firm:

- 77 (1) Copies of all code violation orders and notices, information and reports regarding environmental concerns on the Premises, and all other records and
- 78 relating to conditions affecting the Premises;
- 79 (2) Any Owner-approved leases, addenda, rules and regulations and related forms and materials required in connection with the renting of the Premises; and
- 80 (3) All data, records, documents, rules and regulations, and other materials required in connection with the renting of the Premises.

81 **DISCLOSURE TO CLIENTS**

82 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe certain duties to all parties to a transaction:

- 83 (a) The duty to provide brokerage services to you fairly and honestly.
- 84 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 85 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is
86 prohibited by law.
- 87 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 203-
88 205.)
- 89 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential
90 information of other parties. (See lines 146-151.)
- 91 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 92 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the
93 proposals.

94 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT. A FIRM OWES ADDITIONAL DUTIES TO**
95 **YOU AS A CLIENT OF THE FIRM:**

- 96 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect your transaction, unless you release the firm
97 from this duty.
- 98 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
- 99 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that are within the scope of the agency
100 agreement.
- 101 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 102 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required by law, give information or advice to
103 other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.

104 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may apply.

105 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 106 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party in the same transaction. If you and the
107 firm's other clients in the transaction consent, the firm may provide services through designated agency, which is one type of multiple representation relationship.
- 108 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or clients in the transaction, and the firm's duties to
109 you as a client will remain the same. Each agent will provide information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in
110 the negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice gives the
111 client advantages in the negotiations over the firm's other clients. An agent will not reveal any of your confidential information to another party unless required to
112 do so by law.
- 113 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize or reject a different type of multiple
114 representation relationship in which the firm may provide brokerage services to more than one client in a transaction but neither the firm nor any of its agents may
115 assist any client with information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
116 agent may represent more than one client in a transaction.
- 117 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage services to more than one client in the transaction.

118 **CHECK ONLY ONE OF THE THREE BELOW:**

- 119 The same firm may represent me and the other party as long as the same agent is not representing us both. (multiple representation
120 relationship with designated agency)
- 121 The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different agents are
122 involved. (multiple representation relationship without designated agency)
- 123 The same firm cannot represent both me and the other party in the same transaction. (I reject multiple representation relationships)

124 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by written notice to**
125 **the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you may owe to your firm. If you have**

126 any questions about the commission or fees that you may owe based upon the type of agency relationship you select with your firm, you should ask your
127 firm before signing the agency agreement.

128 **SUBAGENCY**

129 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage services for your
130 benefit. A subagent firm and the agents associated with the subagent firm will not put their own interests ahead of your interests. A subagent firm will not, unless
131 required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

132 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage services, but if you need legal advice, tax
133 advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.**

134 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of a firm's duties to you under
135 section 452.133 (2) of the Wisconsin statutes.

136 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to the Firm or its agents in confidence, or any
137 information obtained by the Firm and its agents that a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you
138 authorize the Firm to disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no longer providing
139 brokerage services to you.

140 The following information is required to be disclosed by law:

- 141 1) Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 203-205).
- 142 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate that is the subject
143 of the transaction.

144 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines 146-148). At a
145 time, you may also provide the Firm with other information you consider to be confidential.

146 **CONFIDENTIAL INFORMATION:** _____
147 _____
148 _____

149 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____
150 _____
151 _____

152 **OWNER'S WARRANTIES, COVENANTS AND REPRESENTATIONS** Owner represents any materials and information given to the Firm by Owner are true and
153 complete and the lease and other forms provided to the Firm by Owner comply with all applicable laws. Owner agrees to hold the Firm and its agents harmless from
154 loss by reason of the Firm's use of these materials, forms and information pursuant to the terms of this Listing, including the payment of reasonable attorney's fees in
155 the event of any suit against the Firm arising out of the use of these materials, forms and information.

156 Owner warrants and represents to the Firm that:

- 157 (1) Owner has no notice or knowledge of any conditions affecting the Premises unless indicated at lines 261-270 or in an addendum attached per lines 271-272,
158 or disclosed in the documentation Owner has provided to the Firm and its agents.
- 159 (2) Owner has no notice or knowledge of other conditions or occurrences which would significantly reduce the value of the rental interest to a reasonable person
160 with knowledge of the nature and scope of the condition or occurrence.
- 161 (3) Owner has made no rent concessions or other agreements affecting the Premises other than those disclosed in writing to the Firm prior to execution of this
162 Listing.
- 163 (4) Owner has authority to lease the Premises. If the Owner is an entity, Owner agrees, within ten days of (Firm's request) (execution of this Listing) **STRIKE**
164 **ONE** ("execution of this Listing" if neither stricken), to provide Firm with a copy of documents evidencing that the lease of the Premises has been properly
165 authorized. If Owner is a tenant subleasing the Premises, Owner represents that Owner has authority to enter into this Listing and to sublease the Premises.
166 Owner agrees, within ten days of the Firm's request, to provide the Firm with a copy of documents evidencing that the sublease of the Property has been
167 properly authorized.
- 168 (5) Owner agrees to make the following repairs and build-outs to the Premises: _____
169 _____

170 **STRIKE AND COMPLETE AS APPLICABLE**

171 Exceptions to representations stated in lines 168-170: _____
172 _____

173 Owner agrees to promptly inform the Firm, in writing, of any information that would modify the above representations during the term of this Listing.

174 **WARNING: If Owner representations are incorrect or incomplete, Owner may be liable for damages and costs.**

175 ■ **NON-DISCRIMINATION: Owner and the Firm and its agents agree they will not discriminate against any prospective buyer or tenant on account of
176 color, sex, sexual orientation as defined in Wis. Stat. § 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age,
177 ancestry, familial status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.**

178 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and persons registered with the registry by contacting
179 the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

180 **MISCELLANEOUS PROVISIONS** The warranties, representations and covenants made in this Listing survive the execution of this listing and the lease. This
181 Listing, including any amendments to it, contains the entire agreement of the Parties to this Listing. All prior negotiations and discussions have been merged into this
182 Listing. **This agreement binds and inures to the benefit of the Parties to this Listing and their successors in interest.**

183 **SHOWING RESPONSIBILITIES** Owner is aware that there is a potential risk of injury, damage and/or theft involving persons attending a showing of the Premises
184 Owner accepts responsibility for preparing the Premises to minimize the likelihood of injury, damage and/or loss of personal property. Owner agrees to hold the Firm
185 and its agents harmless for any losses or liability resulting from personal injury, property damage or theft occurring during showings other than those caused by the
186 Firm's negligence or intentional wrongdoing of the Firm and its agents. Owner acknowledges showings may be conducted by licensees other than the Firm, that
187 appraisers and inspectors may conduct appraisals and inspections without being accompanied by the agents of the Firm or other licensees, and potential tenants or
188 licensees may be present at all inspections and testing and may photograph or videotape Premises unless otherwise provided for in additional provisions at lines
189 261-270 or in an addendum attached per lines 271-272.

190 ■ **DEFINITIONS:**

191 **ADVERSE FACT:** An "adverse fact" means any of the following:

- 192 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 193 1) significantly and adversely affecting the value of the Premises;
- 194 2) significantly reducing the structural integrity of improvements to real estate; or
- 195 3) presenting a significant health risk to occupants of the Premises.
- 196 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made
- 197 concerning the transaction.

198 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event occurred and by counting

199 subsequent calendar days.

200 **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

201 **GROSS RENT:** "Gross Rent" lease means the tenant will pay the designated rent plus any amounts agreed upon to compensate Owner for tenant improvement

202 costs. Owner shall pay all taxes, utilities, insurance and other operating expenses.

203 **MATERIAL ADVERSE FACT:** "Material Adverse Fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a

204 competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement

205 concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

206 **NET RENT:** "Net Rent" lease means the tenant will pay the designated rent plus all taxes, utilities, insurance, any amounts agreed upon to compensate Owner for

207 tenant improvement costs and all other operating expenses.

208 **OWNER:** "Owner," means the party who, by executing this Listing, authorizes Firm to secure tenants and to negotiate leases. "Owner" includes a person(s) who has

209 a tenancy interest who is/are seeking to sublease the Premises.

210 **PERSON ACTING ON BEHALF OF TENANT:** "Person Acting on Behalf of Tenant" shall mean any person joined in interest with tenant, or otherwise acting on

211 behalf of tenant, including but not limited to tenant's immediate family, agents, servants, employees, directors, managers, members, officers, owners, partners,

212 incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated

213 with or owned by tenant, in whole or in part whether created before or after expiration of this Listing.

214 **PROTECTED TENANT:** "Protected Tenant" shall mean a tenant who personally, or through any Person Acting on Behalf of Tenant, during the term of the Listing:

- 215 1) Delivers to Owner or the Firm or its agents a written rental proposal regarding Premises;
- 216 2) Views Premises with Owner or negotiates directly with Owner by discussing with Owner the potential terms upon which the tenant might acquire a rental
- 217 interest in the Premises; or
- 218 3) an individual showing of a Premises or discusses with agents of the Firm or cooperating firms regarding any potential terms upon which the tenant
- 219 might acquire a rental interest in a Premises, but only if the firm or its agents deliver the tenant's name to Owner, in writing, no later than three days after the
- 220 earlier of expiration or termination (lines 273-274) of the Listing. The requirement in 3), to deliver the tenant's name to Owner in writing, may be fulfilled as
- 221 follows:

222 a) the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,

223 b) a tenant has requested that the tenant's identity remain confidential, by delivery of a written notice identifying the firm or agents with whom the tenant

224 negotiated and the date(s) of any individual showings or other negotiations.

225 **RENTABLE SQUARE FOOTAGE:** "Rentable Square Footage" means the tenant's pro rata portion of the entire floor, excluding elements of the building that

226 penetrate through the floor to areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the

227 permanent building walls, excluding any major vertical penetrations of the floor. No deductions are made for columns and projections necessary to the building.

228 **USABLE SQUARE FOOTAGE:** "Usable Square Footage" means the actual occupiable floor area; computed by measuring the finished surface of the rented space

229 side of corridor and other permanent walls to the center of partitions that separate the rented space from adjoining usable areas, and to the inside finished surface of

230 the dominate portion of the permanent outer building walls. No deductions are made for columns and projections necessary to the building.

231 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Tenant. Upon receipt of a written request from Owner or a firm

232 that has listed the Premises; the Firm agrees to promptly deliver to Owner a written list of those tenants known by the Firm and its agents to whom the extension

233 period applies. Should this Listing be terminated by Owner prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected

234 Tenants, on the same terms, for one year after the Listing is terminated (lines 235-243).

235 **TERMINATION OF LISTING** Neither Owner nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract by the other

236 party. Owner understands the parties to the Listing are Owner and the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to

237 terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Owner and

238 the Firm agree any termination of this Listing by either party before the date stated on line 274 shall be effective by the Owner only if stated in writing and delivered to

239 the Firm in accordance with lines 33-51 and effective by the Firm only if stated in writing by the supervising broker and delivered to Owner in accordance with lines

240 33-51.

241 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating Party to potentially be liable for damages. The Parties**

242 **agree that this Listing shall terminate upon an effective change in ownership or control of the Premises so affected, but in no event shall this Listing**

243 **terminate as to the remainder of the Premises.**

244 **EXCLUSIONS** All persons whose may acquire an interest in the Premises who are Protected Tenants under a prior listing contract are excluded from this Listing to

245 the extent of the prior firm's legal rights, unless otherwise agreed to in writing. Within seven days of this Listing, Owner agrees to deliver to Firm a written list of all

246 such Protected Tenants.

247 **NOTE: If Owner fails to provide this list to the Firm, Owner may be liable to the Firm for damages and costs.**

248 The following other tenants _____

249 _____ are excluded from this Listing until _____ [INSERT DATE].

250 These other tenants are no longer excluded from this Listing after the specified date unless, on or before the specified date, Owner has either entered into a lease

251 with the tenants or rented the Premises to the tenants.

252 **OWNER'S AUTHORIZATION** Owner authorizes the Firm and its agents to use reasonable efforts to market and rent the Premises, **STRIKE DUTIES WHICH DO**

253 **NOT APPLY** and: _____

254 _____

255 The Firm and its agents may advertise the following incentives, repairs, build-outs, credits, etc. offered by Owner: _____

256 _____

257 The Premises are also subject to: A Property Management Agreement A Listing Contract for Sale of Property [CHECK AS APPLICABLE] between
258 Owner and Firm.

259 **NOTE: Unless otherwise agreed, this Listing does not obligate the Firm to perform any property management duties (e.g. building maintenance) or listing**
260 **for sale duties.**

261 **ADDITIONAL PROVISIONS** This agreement is for leasing services only provided by The Ellefson Group, LLC.

262 **No management services are to be provided.**

263 _____

264 _____

265 _____

266 _____

267 _____

268 _____

269 _____

270 _____

271 **ADDENDA** The attached _____

272 _____ is/are made part of this Listing.

273 **■ TERM OF THE CONTRACT:** From the 30th day of September, 2023, up to and

274 including midnight of the 30th day of September, 2024.

275 **READING/RECEIPT: BY SIGNING BELOW, OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ**
276 **ALL 5 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

277 All persons signing below on behalf of a Seller Entity represent they have legal authority to sign and bind the Entity.

278 **City of Menomonie**

Owner Entity Name (if any) Print Name ▲

279 (x) _____

280 Authorized Signature ▲ _____ Date ▲

Print Name & Title Here ▶ **Eric Atkinson** **City Administrator**

281 Owner Entity Name (if any) Print Name ▲

282 (x) _____

283 Authorized Signature ▲ _____ Date ▲

Print Name & Title Here ▶

284 (x) _____

285 Individual Owner's Signature ▲ _____ Print Name ▶ _____ Date ▲

286 (x) _____

287 Individual Owner's Signature ▲ _____ Print Name ▶ _____ Date ▲

288 (x) _____

289 Individual Owner's Signature ▲ _____ Print Name ▶ _____ Date ▲

290 (x) _____

291 Authorized Signature ▲ _____ Print Name & Title Here ▶ _____ Date ▲

292 (x) _____

293 Individual Owner's Signature ▲ _____ Print Name ▶ _____ Date ▲

294 (x) **The Ellefson Group, LLC**

Firm Name ▲

296 (x) _____

297 Agent for Firm ▲ Print Name ▶ **Rich Ellefson** Date ▲



Menomonie Police Department

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

Memorandum

To: Mayor & City Council
From: Rick Hollister, Chief of Police
Date: 09-14-2023
Subject: New Squad Order Request
CC: Eric Atkinson

Ford police vehicle production and the order window time have changed for obtaining new squad models. Generally, the police department will place new squad orders in the beginning of each year and the order window closes before June to receive the current calendar year model.

Due to a shortened production line period, only previous 2023 new squad orders that do not get built this year will become 2024 models. Any new squad orders placed for next year must be submitted during late fall of 2023 when the order window is open. If we do not place an order in the late fall 2023 window, we will lose our opportunity to order again until the end of next year. The new squad requests must be accompanied with a purchase order (P.O.) within 30 days and payment would take place with the new squad arrival in 2024. Note, any new squad orders submitted this fall for the upcoming year, will be 2025 models that are built in the spring of 2024.

I am asking the council to approve the CIP new squad order for 2024, with the new squad order being submitted in late fall of 2023.

Thank you for your consideration!

Rick Hollister
Chief of Police

Chris King
Commander

Brian Hagen
Commander



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: Stepping Stones Appliances
DATE: October 2, 2023 City Council Meeting

Cedar Falls Building Systems and their subcontractors are nearing completion of the Stepping Stones Project. Guests are expected to be welcomed on or about November 1, 2023.

For grant purposes, the City is the contract owner. As such, the City must approve changes to the contract even though the cost of the changes will be borne by the grant or Stepping Stones.

Stepping Stones has submitted the proposed contract for Appliances.

City staff recommends approval of the Appliances contract for the Stepping Stones Project in the total amount of \$18,873.10.

Attachments:

- Appliances bidding materials
- Appliances contract

Customer Ad Proof

116-60081680 Stepping Stones of Dunn County

Order Nbr 126507

Publication **Dunn County News**

Contact Stepping Stones of Dunn County

Address 1 1602 STOUT ROAD

Address 2

City St Zip MENOMONIE WI 54751

Phone 7152352920

Fax

Section Legals

SubSection

Category 0001 Wisconsin Legals

Ad Key 126507-1

Keywords Stepping Stones Furniture Equipment Quote

Notes

PO Number

Rate Open

Order Price 73.72

Amount Paid 0.00

Amount Due 73.72

Start/End Dates 08/23/2023 - 08/30/2023

Insertions 2

Size 52

Salesperson(s) RiverValley Legals

Taken By JoAnn Nunez

Ad Proof

STEPPING STONES OF
DUNN COUNTY
NOTICE OF REQUEST FOR
QUOTATIONS FOR FURNITURE,
SUPPLIES AND EQUIPMENT TO
SUPPORT NEW SHELTER

PLEASE TAKE NOTICE that Stepping Stones of Dunn County is requesting quotations for furnishings, supplies and equipment to support their new 20-room homeless shelter.

In summary, we are requesting quotes on 20 twin bed frames (Lot #1), 20 mattresses and lamps (Lot #2), and 17 facility appliances (Lot #3). Delivery of goods must be made November 1 through 8, 2023 (coordination of earlier delivery possible with approval from Stepping Stones).

Interested vendors may bid as many lots as they wish to support. Inquiries, questions and detailed specifications can be found by contacting:

Padraig Gallagher
p.gallagher@steppingstonesdc.org
715.235.2920 x205.

Specifications are also available at the office of:
Stepping Stones of Dunn County
1602 Stout Rd
Menomonie, WI 54751

Sealed quotations are due at Stepping Stones' office by 12:00pm (noon) on Wednesday, September 6, 2023. All bid documents must have SEALED BID prominently displayed, whether on envelopes or in the title of attachments to emails.

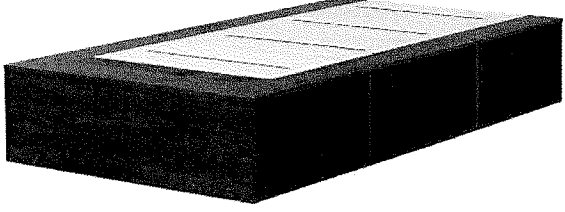
Sealed quotations may be mailed (must arrive by due date) or delivered in person to:
Stepping Stones
1602 Stout Rd
Menomonie, WI 54751
or sent by email to d.neil@steppingstonesdc.org

Stepping Stones reserves the right to reject any and all quotations. Quotations will be reviewed within seven days following their opening.
8/23, 8/30 LAC 126507 WNAJLP

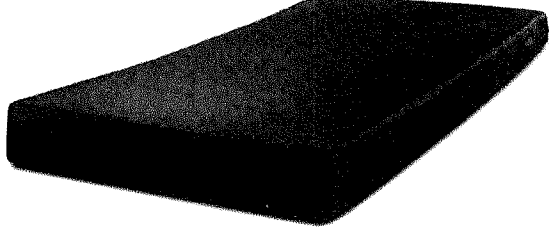
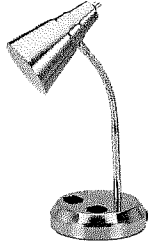
Stepping Stones of Dunn County

Specifications and sample picture of Furniture and Equipment for Cairn House Shelter

Lot One - Bed Frame

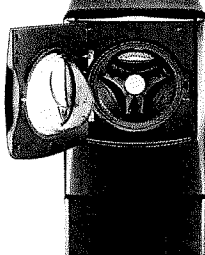

A	Bed Frame	
	Size: 75"x38" (Twin), top of platform 16" to 20" above floor.	
	True platform bed, with underbed storage. For use with no box spring. No headboard. No side boards. Underbed storage accessible on long side -- able to alternate which side. Additional storage accessible at foot of bed is acceptable.	
	Durable, easily cleanable, new or gently used condition	
	Quantity: 20	
		Sample picture


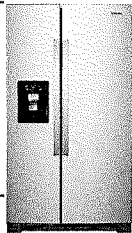
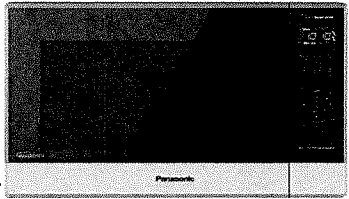
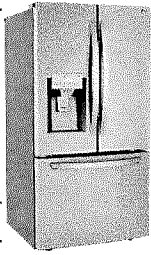
Lot Two - Mattresses and Lamps

A	Mattress	
	Size: 75"x38" (Twin) approx. 8" thick	
	Institutional-style (dorms, etc.) mattress. For use without a box spring. Waterproof or water resistant. Damage-resistant exterior.	
	Durable, easily cleanable, new condition	
	Quantity: 20	Sample picture
B	Lamp	
	Size: approx 15" tall fully extended	
	Flexible neck desk lamp. Simple switch on base or head. Electrical outlet and USB charging port on base.	
	Durable, easily cleanable, new condition	
	Quantity: 20	Sample picture

Lot Three - Facility Appliances

Bids to include installation and all necessary hardware

A	Large Washer	
	Approx. size: 5.8 cu. Ft. - 29 5/8" x 41 3/16" x 33 1/16" (Measurements are without pedestal, however, pedestal will also be included)	
	LG Model WM9500HKA, or similar, with pedestal. Will be unstacked.	
	New condition	
	Quantity: 2	Sample picture
	Large Dryer	

	Quantity: 1	Sample picture	
H	Kitchenette Refrigerator		
	Approx. Size: 21 cu.ft. - 65" x 32" x 32"		
	Whirlpool WRS321SDHZ, or similar. Through-door water and ice dispenser. Stainless steel exterior		
	New condition		
	Quantity: 1		
		Sample picture	
I	Microwave Ovens		
	Approx. Size: 1.20 cubic-foot 1200 -watt - 12" x 20" x 16"		
	Panasonic NN-SN67HS, or similar		
	New condition		
	Quantity: 2		
		Sample picture	
J	Staff Refrigerator		
	Approx. Size: 24 cu.ft. - 70" x 33" x 36"		
	LG LRFXS2503S, or similar. Through-door water and ice dispenser. Stainless steel exterior		
	New condition		
	Quantity: 1		
		Sample picture	

STEPPING STONES QUOTATION SHEET

BID SHEET FOR CAIRN HOUSE SHELTER FURNISHINGS AND EQUIPMENT					
LOT 1	BEDROOM FURNITURE	PROPOSED TYPE	UNIT COST (\$)	# OF UNITS	TOTAL COST (\$)
1A	BED FRAMES			20	
LOT 2	MATTRESSES AND LAMPS				
2A	MATTRESS			20	
2B	LAMP			20	
LOT 3	FACILITY APPLIANCES				
3A	LARGE WASHER			2	
3B	LARGER DRYER			2	
3C	WASHER			3	
3D	DRYER			3	
3E	COMMERCIAL REFR/FREEZER			1	
3F	ELECTRIC RANGE			1	
3G	DISHWASHER			1	
3H	KITCHENETTE REFRIGERATOR			1	
3I	MICROWAVE OVEN			2	
3J	STAFF REFRIGERATOR			1	
	SIGNATURE				
	PRINT NAME				
	DATE				
	CONTACT INFO				

Stepping Stones Building Committee Minutes

Thursday, September 14, 2023 via email

Furnishings and Appliances

Padraig Gallagher requested votes via email for the bids received for shelter furnishings and appliance. Bids were divided into three lots.

Lot One – Bed Frames

Heidi Hooten made a motion to not award a bid to either bidder because frame size specifications were not met. Second Julie Bendel. Heidi Hooten, Kyle Gunderson, Bev Deyo-Svendsen and Julie Bendel voting yes/aye via email. Motion carried.

Lot Two – Mattresses and Lamps

Heidi Hooten made a motion to award the bid for mattresses and lamps to Atmosphere Commercial Interiors at the amount of \$6,904.60. Second Julie Bendel. Heidi Hooten, Kyle Gunderson, Bev Deyo-Svendsen, Bryan LaVoy and Julie Bendel voting yes/aye via email. Motion carried.

Lot 3 – Appliances

Heidi Hooten made a motion to award the appliance bid to Denny's Appliances at the amount of \$18,873.10. Second Julie Bendel. Kyle Gunderson, Bev Deyo-Svendsen, Bryan LaVoy and Julie Bendel voting yes/aye. Motion carried.

Next Meeting

October 10, 2023 3:00pm at Stepping Stones.

Submitted by Julie Bendel

	Value	Note
Recommend award given to	Denny's Appliance	Only Bid
Items included	3A Large Washer, 3B Large Dryer, 3C Washer, 3D Dryer, 3F Electric Range, 3H Kitchenette Refrigerator, 3I, Microwave Oven, 3J Staff Refrigerator	
Items Excluded	3E Commercial Refrigerator/Freezer, 3G Dishwasher	
Award amount	\$18,873.10	



September 18, 2023

Kayla Dewberry
Denny's Appliance
1701 Stout Road,
Menomonie, WI 54751

SUBJECT: INTENT TO AWARD LOT THREE CONTRACT FROM REQUEST FOR QUOTE

Dear Kayla,

In response to your submission, we are pleased to inform you that your proposal has been carefully reviewed and your bid for this project, in the amount of \$18,873.10, has been accepted. Stepping Stones of Dunn County intends to award the LOT THREE contract to Denny's Appliance.

Please find, attached, a Purchase Agreement. We look forward to receiving the signed Agreement no later than September 25, 2023.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Gallagher", with a long, sweeping horizontal stroke extending to the right.

Padraig Gallagher
Executive Director
Stepping Stones of Dunn County



Purchase Agreement

This Purchase Agreement, effective on the 18th day of September, 2023, is entered into between

The Buyer:
Stepping Stones of Dunn County
1602 Stout Road, Menomonie, WI 54751

and

The Seller:
Denny's Appliance
1701 Stout Road, Menomonie, WI 54751

Offer and Acceptance. Stepping Stones of Dunn County hereby agrees to purchase from Denny's Appliance the items and services in Attachment One, being in accord with the Request for Quotations for the New Emergency Shelter and subsequent submission by Denny's Appliance for Lot Three. The agreed purchase price is \$18,873.10.

This agreement includes the understanding by both parties that the items and services shall be delivered and installed by Denny's Appliances to the new Stepping Stones Shelter at 1620 Stout Road, Menomonie, WI between October 30 and November 3, 2023, or by another schedule agreed upon by both parties.

Install Scheduled 11/2/23.

Authorized Buyer's Representative: Padraig Gallagher

Signature: *P. Gallagher*

Date: 9/19/2023

Authorized Seller's Representative: Kayla Rogge

Signature: *K. Rogge*

Date: 9/19/2023

Attachment One

Item	DESCRIPTION	PROPOSED TYPE	UNIT COST (\$)	# OF UNITS	TOTAL COST (\$)
3A	Large Washer	LG SIGNATURE 5.8 CF Front Load Washer, TurboWash, ThinQ - Black Stainless WM9500HKA Model Number: WM9500HKA	1,699.00	2	3,398.00
3B	Large Dryer	LG Signature Front Load Electric Dryer- Black Stainless DLEX9500K Model Number: DLEX9500K	1,699.00	2	3,398.00
		LG SIGNATURE 29" Pedestal - Black Stainless WDP5K Model Number: WDP5K	339.00	4	1,356.00
3C	Washer	LG 4.5 Cu. Ft. White Ultra Large Capacity Smart Wi-Fi Enabled Front Load Washer WM4000HWA Model Number: WM4000HWA	749.00	3	2,247.00
3D	Dryer	LG 7.4 Cu. Ft. White Front Load Electric Dryer DLEX4000W Model Number: DLEX4000W	749.00	3	2,247.00
		LG 27" White Pedestal Storage Drawer WDP6W Model Number: WDP6W	249.00	2	498.00
		LG 27" Chrome Laundry Stacking Kit KSTK1	31.50	2	63.00
3E	Commercial Refrigerator/Freezer (dual zone)	NOT INCLUDED IN BID			0.00
3F	Electric Range (Double Oven)	LG 30" Stainless Steel Free Standing Electric Double Oven Range LDE4413ST Model Number: LDE4413ST	999.00	1	999.00
3G	Dishwasher	NOT INCLUDED IN BID			0.00
3H	Kitchenette Refrigerator	Frigidaire® 22.2 Cu. Ft. Stainless Steel Standard Depth Side-by-Side Refrigerator FRSS2323AS Model Number: FRSS2323AS	999.00	1	999.00
3I	Microwave Ovens	MICROWAVE NN-SN686SR Model Number: NN-SN686SR	229.00	1	229.00
3J	Staff Refrigerator	LG 24.5 Cu. Ft. PrintProof™ Stainless Steel French Door Refrigerator LRFXS2503S Model Number: LRFXS2503S	2,339.10	1	2,339.10
		Delivery and Installation			1,100.00
		subtotal			18,873.10
		tax			0.00
		total			18,873.10



Denny's Appliance
 1701 B Stout Road Menomonie, WI 54751
 715-235-2028
 dennysappliance@sbcglobal.net

Order Date	Order ID	Account	Payment Status
09/12/2023	13253	1124	INVOICE

Bill To:
 STEPPING STONES
 1602 STOUT ROAD
 MENOMONIE, WI 54751
 235-2920

Deliver To:
 STEPPING STONES
 1602 STOUT ROAD
 MENOMONIE, WI 54751
 235-2920
 d.neil@steppingstonesdc.org

Cap
Pay

Card Holder Name: STEPPING STONES

Notes: SALE PRICES ARE GOOD UNTIL 09/13. STOCK IS SUBJECT TO CHANGE AND MODELS MAY NEED TO BE SUBSTITUTED TO SOMETHING ELSE. Stepping Stones initial payment of \$8450.10 due on 09/21/2023. Remaining coming from grant that will be paid on or before install.

Product	Quantity	Unit Price	Total
LG SIGNATURE 5.8 CF Front Load Washer, TurboWash, ThinQ - Black Stainless WM9500HKA Model Number: WM9500HKA Location: Menomonie	2	\$1,699.00	\$3,398.00
LG Signature Front Load Electric Dryer- Black Stainless DLEX9500K Model Number: DLEX9500K Location: Menomonie	2	\$1,699.00	\$3,398.00
LG 4.5 Cu. Ft. White Ultra Large Capacity Smart Wi-Fi Enabled Front Load Washer WM4000HWA Model Number: WM4000HWA Location: Warehouse	3	\$749.00	\$2,247.00
LG 7.4 Cu. Ft. White Front Load Electric Dryer DLEX4000W Model Number: DLEX4000W Location: Warehouse	3	\$749.00	\$2,247.00
LG 30" Stainless Steel Free Standing Electric Double Oven Range LDE4413ST Model Number: LDE4413ST Location: Warehouse	1	\$999.00	\$999.00
Frigidaire® 22.2 Cu. Ft. Stainless Steel Standard Depth Side-by-Side Refrigerator FRSS2323AS Model Number: FRSS2323AS Location: Warehouse	1	\$999.00	\$999.00
MICROWAVE NN-SN686SR Model Number: NN-SN686SR Location: Warehouse	1	\$229.00	\$229.00
LG 24.5 Cu. Ft. PrintProof™ Stainless Steel French Door Refrigerator LRFXS2503S Model Number: LRFXS2503S Location: Warehouse	1	\$2,339.10	\$2,339.10
Delivery Delivery delivery and install (1 trip) includes accessories needed to hook to existing plumbing and electrical. water, gas, & electrical should be on when we come so we can install and test units. Type: Zone 1 Delivery	1	\$1,100.00	\$1,100.00
LG 27" White Pedestal Storage Drawer WDP6W Model Number: WDP6W Location: Warehouse	2	\$249.00	\$498.00

LG 27" Chrome Laundry Stacking Kit
KSTK1

Location: Menomonie

2 \$31.50 \$63.00

LG SIGNATURE 29" Pedestal - Black Stainless

WDP5K

Model Number: WDP5K

Location: Menomonie

4 \$339.00 \$1,356.00

Subtotal \$18,873.10

Total \$18,873.10

Balance Due \$18,873.10

I have received an estimate for the work and accept all work as satisfactorily performed



BUDGET TRANSFER REQUEST FORM

TRANSFER TO:

AMOUNT \$11,450

ACCOUNT TITLE AND NUMBER Maint of Meters 61.66200.

LINE ITEM NAME AND EXTENSION Materials/Supplies .476

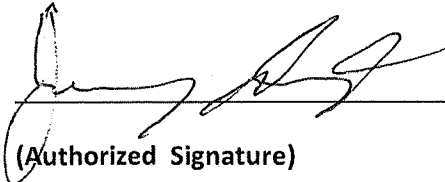
TRANSFER FROM:

ACCOUNT TITLE AND NUMBER Maint of Meters 61.67600.

LINE ITEM NAME AND EXTENSION New Meters .766

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

This transfer is needed to purchase additional radios for meter reading.



(Authorized Signature)

9-26-23

(Date)

BUDGET TRANSFER REQUEST FORM

TRANSFER TO:

AMOUNT \$12600.95

ACCOUNT TITLE AND NUMBER Information Technology 01.51360

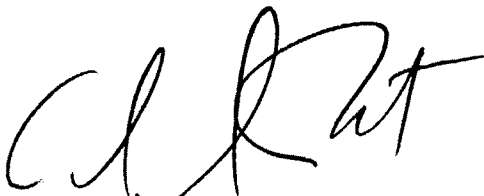
LINE ITEM NAME AND EXTENSION Computer Programs .249

TRANSFER FROM:

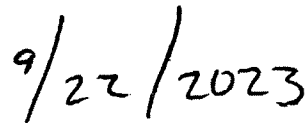
ACCOUNT TITLE AND NUMBER Contingency Fund 01.60000.699

LINE ITEM NAME AND EXTENSION _____

REASON: Google Workspace is our email service and this price has increased but the real increase is now Google is charging separately for their vault service which has drastically increased the cost of our Google Workspace accounts. This was not anticipated nor communicated to us in the previous year during the budgeting process. The Google Vault service is needed to provide the public with open records requests.



(Authorized Signature)



(Date)

BUDGET TRANSFER REQUEST FORM

TRANSFER TO: **AMOUNT** \$3,950.00

ACCOUNT TITLE AND NUMBER Fire 01.52310

LINE ITEM NAME AND EXTENSION .767 Radios / Pagers

TRANSFER FROM:

ACCOUNT TITLE AND NUMBER Fire 01.52310

LINE ITEM NAME AND EXTENSION .125 Wages - Part-time

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

We are requesting that \$3,950.00 be transferred from the .125 account, Wages-Part-time, into the .767, Radios / Pagers, account.

We have the opportunity to acquire several new pagers at a significantly reduced price. The sale ends the end of September.

Our current pagers are older than ten years. They are not fixable anymore and very unreliable.


Authorized Signature

9-14-2023
Date

BUDGET TRANSFER REQUEST FORM

TRANSFER TO: AMOUNT \$500.00

ACCOUNT TITLE AND NUMBER Lab Operating Supplies & Expense 71.82710

LINE ITEM NAME AND EXTENSION Equipment Repairs .494

TRANSFER FROM:

ACCOUNT TITLE AND NUMBER Lab Operating Supplies & Expense 71.82710

LINE ITEM NAME AND EXTENSION Materials/Supplies .476

REASON: The lab spectrophotometer (used for phosphorus analysis) has stopped working and needs to be replaced at a cost of \$3,210.00 plus shipping. This account does not have enough funds for pay for this unanticipated replacement. Transferring \$500 from Materials/Supplies will cover the shortage and the shipping costs.

Paul M. Smith
(Authorized Signature)

9-27-2023
(Date)

City of Menomonie
Mayor's Proclamation
White Cane Safety Day
October 2, 2023

WHEREAS, blindness and severe visual impairment affect approximately 100,000 Wisconsin residents; and

WHEREAS, the majority of these persons use travel aids, such as a white cane or a service animal to get around public streets and sidewalks and places of public accommodation; and

WHEREAS, these travel aids are universally recognized as symbols representing vision loss; and

WHEREAS, Wisconsin's White Cane Law requires that motorists come to a full stop before approaching closer than 10 feet to a pedestrian who is using a white cane or service animal; and

WHEREAS, Greater awareness of the White Cane Law leads to safer, more attentive driving in general, enhancing the safety of all pedestrians, including children, elders and individuals with disabilities.

NOW, THEREFORE, I, Randy Knaack, on behalf of the residents of Menomonie, Wisconsin do hereby proclaim Sunday, October 15, 2023 as

WHITE CANE SAFETY DAY

In the City of Menomonie and also acknowledge the importance of pedestrian safety year-round.



Mayor Randy Knaack



Date

October 2, 2023 Council List

2023 Claims

	<u>Description</u>	<u>Total Invoice</u>	<u>Amt Overdrawn</u>
Ansay & Associates LLC	Property and Liability Insurance	\$5,027.00	\$5,027.00
Diesel Machine Service Inc	Machinery & Equipment - Parts	\$211.37	\$211.37
Dunn County Register of Deeds	Minutes/Legal Publications	\$30.00	\$30.00
Fastenal	Traffic Control - Parts & Repairs Supplies	\$172.11	\$172.11
Fleet Pride	Machinery & Equipment - Parts Repair Supplies	\$133.89	\$133.89
Hawkins	Water-Chemicals	\$5,218.10	\$717.83
HG Meigs	Street Maintenance- Patching/Mat/Crackfiller	\$440.99	\$440.99
Industrial Marketing & Consulting	Machinery/Equip-Parts/Repair Supplies	\$332.38	\$332.38
John Fabick Tractor Co	Machinery/Equip-Parts/Repair Supplies	\$290.03	\$290.03
Neednah Foundry	Sidwalk - Material/Supplies	\$1,424.00	\$1,424.00
Northern Lake Service	Sewer-Lab Oper Supply/Exp-Chemicals	\$428.28	\$428.28
State Lab Of Hygiene	Water-Lab Service	\$28.00	\$28.00
Tennant	Street Maintenance- Patching/Mat/Crackfiller	\$88.00	\$88.00
Uniform/The Shop	New Officer Uniforms & Acc.	\$195.70	\$195.70
Weld Riley	Attorney- Legal Counsel	\$8,095.50	\$5,757.64
Weld Riley	Mayor- consulting Services	\$238.00	\$238.00
Woodley Company	Machinery/Equip-Parts/Repair Supplies	\$147.95	\$147.95
24/7 Telecom	Water- Telephone	\$247.77	\$247.77

Total \$22,749.07 \$15,910.94

2023 Parking Utility Claims

Description

Total Invoice

Total \$0.00

**Revised

LICENSES – October 2, 2023

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

Menomonie Area Chamber of Commerce, 1125 N Broadway St, Ste 3
Business After Hours @ Ellsworth Menomonie Creamery
10/16/2023

TEMPORARY CLASS “B” BEER LICENSE:

Red Cedar Racing Association, 620 17th St SE
Punky Manor Rain Date
10/13/2023-10/15/2023

Menomonie Youth Hockey Association, 620 17th St SE
Stout Hockey
10/20/2023, 11/17/2023-11/18/2023