



CITY OF MENOMONIE
COUNCIL MEETING
CITY COUNCIL CHAMBERS

7:00 PM

Monday – October 7, 2024



City of Menomonie
800 Wilson Ave
1st Floor

AGENDA

Pledge of Allegiance

- 1. Roll Call & Special Recognitions**
- 2. Approval of Minutes**
- 3. Public Comments**
- 4. New Business**
 - a. Proposed labor agreement between the City of Menomonie and Local 1697 Firefighters Union for 2025-2026 – discussion and possible action.
 - b. Wakanda Waterpark 2024 Season Presentation – discussion only (no action).
 - c. Historical Society NASA Moon Tree Presentation – discussion only (no action)
 - d. Mayoral Appointments to Boards & Commissions – discussion and possible action
 - i. Dr. Richard Nagler to the Menomonie Public Library Board
 - ii. Tammy Simon to the Recreation Advisory Board
- 5. Budget Transfers**
- 6. Mayor's Report**
- 7. Communications and Miscellaneous Business**
- 8. Claims**
- 9. Licenses**
 - a. Normal license list – discussion and possible action.
- 10. 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 **842 4884 0130**. Please note: this is for viewing purposes **ONLY**. If you wish to participate, you must appear in person at the meeting.

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

City Council Agenda

Staff Comments

Monday – October 7, 2024



4. New Business

- A. City Administration and the Local 1697 Firefighters Union came to a tentative labor agreement for 2025-2026. If the City Council supports the agreement, the appropriate action is a ***Motion to Approve the Agreement Between the City of Menomonie and IAFF Local 1697 Firefighters for January 1, 2025, through December 31, 2026.*** (Roll Call Vote)
- B. Presentation from Mitch Stai regarding the 2024 Wakanda Waterpark Season status.
(Presentation only, no action)
- C. Presentation by Melissa Kneeland about the Historical Society being awarded a NASA Moon Tree
(Presentation only, no action)
- D. Mayoral Appointments:
 - i. Recently, Helen Hullberg resigned from the Menomonie Public Library Board. Mayor Knaack recommends Dr. Richard Nagler to fill the vacant board member position. If the Council supports this appointment, the appropriate action is a ***Motion to Approve the Appointment of Dr. Richard Nagler to the Menomonie Public Library Board.*** (Simple Majority Vote)
 - ii. Mayor Knaack recommends Tammy Simon to fill the vacant position on the Recreation Advisory Board. If the Council supports this appointment, the appropriate action is a ***Motion to Approve the Appointment of Tammy Simon to the Recreational Advisory Board.*** (Simple Majority Vote)

5. Budget Transfers

7. Communications

8. Claims

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

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

9. Licenses

The normal license list is enclosed in the packet. If the City Council concurs, the appropriate motion would be to ***Approve the normal license list, as presented*** (simple majority).

A revised list will be distributed before the meeting if any additional normal licenses are identified. In that case, the appropriate motion would be to ***Approve the revised normal license list, as presented*** (simple majority).

MAYOR'S PROCLAMATION
WHITE CANE SAFETY DAY
Menomonie, Wisconsin
OCTOBER 15, 2024

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

WHEREAS, the majority of these person 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.

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 people with disabilities.

NOW, THEREFORE, I, Randy Knaack, on behalf of the residents of Menomonie, Wisconsin do hereby proclaim Tuesday, October 15, 2024 as

WHITE CANE SAFETY DAY

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

Mayor Randy Knaack

Date

Mayor's Office
2024 Proclamation

WHEREAS, the City of Menomonie is committed to ensuring the safety and security of all those living in and visiting our City; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, Menomonie residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Menomonie residents will make sure their smoke alarms meet the needs of all their family members, including those with sensory or physical disabilities;
and

WHEREAS, Menomonie residents should test smoke alarms at least once a month.

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Menomonie's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Menomonie's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2024 Fire Prevention Week™ theme, "Smoke alarms: Make them work for you.™," serves to remind us the importance of having working smoke alarms in the home.

THEREFORE I, Randy Knaack, Mayor of Menomonie, do hereby proclaim October 6–12, 2024, as Fire Prevention Week, and I urge all the people of Menomonie to make sure their homes have working smoke alarms and to support the many public safety activities and efforts of Menomonie's fire and emergency services.

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 16, 2024, and called to order by Mayor Knaack at 7:00 p.m. in the City Council Chambers. The following members were present: Luther, Crowe, Yonko, Sutherland, McCullough, Schwebs, Solberg, Schlough, Erdman, and Sommerfeld. Gentz was absent.

SPECIAL RECOGNITION – Adam Accola, the newly hired Director of Economic Development for Dunn County, introduced himself to the council.

MOTION made by Erdman, seconded by Schlough, and carried unanimously to approve the minutes of the September 3, 2024 council meeting.

PUBLIC HEARING – None

PUBLIC COMMENTS – Padraig Gallagher, representing Stepping Stones of Dunn County, spoke in favor of agenda item F, specifically regarding the funding Stepping Stones of Dunn County receives. Melissa Kneeland, Director of the Rassbach Historical Museum, spoke in favor of agenda item F. Lucas Chase, Executive Director of the Mabel Tainter, spoke in favor of agenda item F. Becca Schoenborn, Executive Director of Downtown Menomonie, spoke in support of agenda item F.

MOTION was made by Luther, seconded by Crowe, and carried unanimously on roll call vote to award the contract to CTW Corporation for the Test Wells for Well #9, including the Base Bid, Supplemental Items and Bid Alternate, at a cost of \$386,386.

MOTION was made by Crowe, seconded by Yonko, and carried unanimously on roll call vote to approve the agreement with West Central Wisconsin Regional Planning Commission for the update of the Menomonie Sewer Service Area Plan.

MOTION to approve Resolution 2024-18 authorizing staff to submit the DNR Urban Forestry Grant application as presented was made by Yonko, seconded by Solberg, and carried unanimously.

ORDINANCE to adopt Ordinance 2024-14, amending the title of section 5-2-4 and amending section 5-2-4-C of the City Code to include prohibition of students possessing vaping devices on school grounds and at school events was INTRODUCED by Solberg. MOTION made by Luther, seconded by McCullough and carried unanimously to waive the first reading of ordinance amendment 2024-14. MOTION made by Schwebs, seconded by Sommerfeld, and carried unanimously to waive the second reading of ordinance amendment 02024-14. MOTION made by Solberg, seconded by Crowe and carried unanimously to adopt ordinance 2024-14 amending the title of section 5-2-4 and amending section 5-2-4-C of the City Code to include prohibition of students possessing vaping devices on school grounds and at school events.

ORDINANCE to adopt Ordinance 2024-15 repealing Section 10-3-1-C of the City Code to eliminate protests against zoning amendments, was INTRODUCED by Crowe. MOTION made by McCullough, seconded by Luther, and carried unanimously to refer ordinance 2024-15 to the Plan Commission.

NO ACTION was taken on the discussion of future of public investments.

MOTION was made by McCullough, seconded by Schwabs, and carried unanimously on roll call vote to approve the Airport and Fire Department budget transfers as presented.

COMMUNICATIONS AND MISCELLANEOUS BUSINESS – City Administration and City Staff shared the following updates on projects and events:

- On Tuesday September 10, a water main break occurred at the intersection of Stout Road (USH 12/STH 29) and 17th Street East. City crews closed 17th Street at Stout Road and shifted westbound traffic into the center turn lane. City crews have repaired the broken water main and will be working to repair the roadway.
- On Friday September 20, the Menomonie High School Homecoming Parade will be held on 9th Street and Wilson Avenue. Let's Paint The Town will hold a free concert after the parade in Wilson Park.
- On Tuesday September 24, the contractor will start work on the Bongey Drive Resurfacing Project. Work is expected to be done by Friday October 4. City Staff have notified the School District, bus company, and adjacent residents.
- On Thursday September 26, the City of Menomonie, Town of Menomonie and Town of Red Cedar will hold a Clean Sweep Hazardous Materials Collection event at the Community Services Building (621 11th Avenue West) from 2pm to 6pm. Pre-registration is strongly recommended to avoid backups and speed up the drop off process.
- The Wilson Park Sidewalk project is nearing completion. City crews have completed the center plaza and three of the four "spokes". The remaining "spoke" will be completed during the week of September 23.
- The Wakanda Water Park project is underway. The contractor has recoated the big water slide and has commenced piping upgrades between the pool and the filter building.
- The Red Cedar Water Quality Partnership recently completed the 2023 Annual Report on Water Quality Activities in the Red Cedar Basin.
- The Governor's 2024 Clean Energy Progress Report recently highlighted the City's recent Clean Energy efforts.

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

September 16, 2024 Claims

| | |
|---------------------------------|--------------------|
| Bayside Printing | \$232.55 |
| Core And Main | \$1,807.50 |
| Diggers Hotline | \$385.00 |
| EO Johnson | \$1,309.11 |
| Employee | \$181.95 |
| Employee | \$16.08 |
| General Communications Manpower | \$13,272.02 |
| Manpower | \$1,353.76 |
| State Laboratory Of Hygiene | \$29.00 |
| Transport Decor | \$289.00 |
| Xcel Energy | \$2,930.01 |
| Total | \$21,805.98 |

2024 Parking Utility Claims

| | |
|----------------------|-------------------|
| IPS Group | \$1,750.62 |
| USPS | \$2.07 |
| Parking Total | \$1,752.69 |

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

LICENSES – September 16, 2024

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

Greater Menomonie Area Chamber of Commerce, 1125 N Broadway St
Business After Hours – Ellsworth Cooperative Creamery, 3001 County Hwy B
10/21/2024

MOBILE FOOD ESTABLISHMENT:

Stacked/Brewery Nonic, 621 4th St.

The Lunch Boxx, LLC, N8467 994th St., Colfax, WI 54730

Captain PJ’s BBQ, LLC, 3021 Ingalls Rd.

Hopper’s Mini Donuts, LLC, 4707 Hwy. 61 N., Suite 137, White Bear Lake, MN 55110

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 close session for the purposes of discussing potential industrial development in TID #18 and considering financial support, was made by Schlough, seconded by Luther, and carried unanimously on roll call vote.

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

NO ACTION was taken during the closed session.

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



City of Menomonie
Eric M. Atkinson

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

TO: Mayor Knaack & City Council

FROM: Administrator Atkinson

SUBJECT: CBA Between the City of Menomonie and the IAFF Local 1697 Firefighters

DATE: October 3, 2024

ATT: Collective Bargaining Agreement January 1, 2025 – December 31, 2026

City Administration and the Local 1697 Firefighters bargaining unit reached a tentative agreement for January 1, 2025 through December 31, 2026. The agreement will provide a 3% cost of living adjustment for both 2025 and 2026. Administration recommends approving the proposed contract. If the Council supports the agreement the appropriate action is a *Motion to Approve the Agreement Between the City of Menomonie and IAFF Local 1697 Firefighters for the Term of January 1, 2025 through December 31, 2026.* (Roll Call Vote)

AGREEMENT
BETWEEN THE
CITY OF MENOMONIE
AND
IAFF LOCAL 1697
FIREFIGHTERS

January 1, 2025 - December 31, 2026

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AGREEMENT

This agreement between the City of Menomonie, hereinafter referred to as "employer" or "City" and International Association of Firefighters Local #1697, AFL-CIO hereinafter referred to as "union".

WITNESSETH:

ARTICLE 1 PURPOSE AND INTENT

The purpose of this agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City in its capacity as an employer, the employees, the union, and the people of the City of Menomonie. It is recognized that the interests of the community and the job security of the employees depends upon the employer's success in establishing proper services to the community. To these ends the employer and the union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees. It shall be inherent in this agreement that all articles and provisions thereof are binding on both parties.

ARTICLE 2 DEFINITIONS

- A. "Union" means Menomonie Professional Firefighters Association, Local 1697, I.A.F.F., AFL-CIO - CLC.
- B. "Employees" means all uniformed employees of the Menomonie Fire Department in conformance with the definitions and requirements of Wisconsin Statute Section 111.70.
- C. "Service" or "Seniority" shall include all continuous full-time service with the Menomonie Fire Department.
- D. "Department" means Menomonie Fire Department.
- E. "Immediate Supervisor" means the immediate supervisor of the employees.
- F. "Grievance" shall mean a claimed violation, misinterpretation or misapplication of existing rules, wages or regulations covering working conditions, applicable to the employees of the department and shall include all claimed violations, misinterpretations or misapplications of the provisions of this agreement.
- G. "Wages" herein shall have no relation to the establishment or changing of wage scales or rates of new or changed jobs or to any provision of the fringe benefits.
- H. "Union Officers" means the officers of the union, specifically President, Vice President, Secretary, Treasurer, Union Steward, and Negotiating Committee.
- I. "Duty Day" means the shift begins at 0700 and ends at 0700 on the following day.

ARTICLE 3 UNION RECOGNITION AND ACTIVITIES

In accordance with all applicable provisions of Chapters 111.70 and 111.77, Wisconsin Statutes, the City recognizes the union as the exclusive representative for the propose of collective bargaining for all uniformed employees of the department for the term of this agreement.

Section 1. The union officers shall be allowed to hold meetings at the fire department building in the City of Menomonie, whether the officers be on or off duty. In the event union officers are to meet at a location other than the fire department, the on-duty union officers must secure a replacement of equal job classification to work during their absence. There shall be no compensation for the time spent at the meetings away from the fire department, nor shall compensation be paid for the replacement employee if said employee is not working subject to overtime pay requirements. The intent of the parties is that the activities of the department will not be disrupted or that the efficiency of operation will not be impaired, and that union meetings with the City shall not be delayed.

Section 2. Union members having union business to discuss with other members of the department may do so provided such conversations do not interfere with assigned tasks. Business agents or representatives of the union having business with the officers or individual members of the union may confer with such officers or members during the course of the working day for a reasonable time, provided that permission is first obtained from the commanding officer.

Section 3. Authorized representatives of the union shall be permitted to process grievances in accordance with the grievance procedure of the contract.

Section 4. The City agrees that no employee will be discriminated against because of membership in or activity in connection with the union and the City will not interfere with the rights of the employees to become members. The City will not discourage membership in the union.

Section 5. Neither the City nor the union, in carrying out their obligations under this agreement, shall discriminate against any employee because of sex, race, color, creed, political or religious affiliation or nationality. Nor shall the City discriminate in hiring on any of the foregoing grounds.

Section 6. The union shall be permitted to maintain one bulletin board and one filing cabinet in the fire station for union purposes. All notices posted shall pertain to union business and be kept in a neat and orderly manner. It is mutually agreed that the appearance of City property must not convey a position or viewpoint on personalities or issues of local, state or national governments. It is also recognized that the union is a political organization which seeks to influence officials and actions of governments. Union bulletin board displays will be determined by attempting to honor these basic positions. The presentation of information or opinion without prominent attention-seeking form shall be allowed.

Section 7. The City agrees to deduct the regular monthly union dues and assessments as certified by the union from earned wages of those employees who individually authorize such deduction in writing. Effective immediately upon hire, the City shall once each month deduct said dues and assessments and forward them to the Treasurer of the union.

Section 8. The union shall be permitted, upon prior mutual agreement with the City, to maintain and service for its members various equipment and services related to leisure hour activities limited by the provisions that no such equipment or service shall damage any City property or in any way interfere with any Fire Department activity or

impair the efficiency or operation of the department. Said mutual agreement shall be expressed in writing when articles costing over \$100 are the subject.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. It shall be the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the City has not specifically abridged, delegated or modified by other provisions of this agreement are retained by the City. Such powers and authority in general include but are not limited to the following:

- A. To determine the mission of the department, set standards of service to be offered to the public, exercise control and discretion over its organization and operations and to utilize personnel in the most appropriate and efficient manner possible.
- B. To take disciplinary action, relieve its employees from duty because of lack of work or for other legitimate reasons.
- C. To establish or alter the number of shifts, hours of work, work schedule, vacation schedules, methods, processes and means and ends.
- D. To schedule replacement duty when required.
- E. To require employees to work emergency duty and maintain alert status as needed.
- F. To create new positions or divisions and to introduce new or approved operations or work practice and to permanently or temporarily terminate, consolidate, transfer or modify existing positions, divisions, operations and work practices.
- G. To determine the length of time required for qualification at a new or vacant position.
- H. To control the department budget.
- I. To take whatever actions are necessary in emergencies or in the interest of public safety to assure the proper functioning of the department.
- J. To determine the status, tenure and seniority of employees, certify payrolls and review appointments and promotions.
- K. To hire, schedule, promote, transfer, assign, train or retrain employees in positions within the Fire Department. Paramedic staffing will be based on seniority, qualifications, and other relevant factors as weighed and determined by the department.
- L. To assist other municipal jurisdictions in emergency situations when requested.
- M. To designate the uniforms and protective clothing to be worn, to set forth the limitations as to the on-duty and off-duty use of uniforms and the number of uniforms to be supplied. Uniforms as used herein shall include all clothing articles and appurtenances which are furnished by the City.

Section 2. The parties agree that such employee shall perform all the duties of their classification and it is understood by the parties that every incidental duty connected with operations enumerated it is intended that all such incidental duties shall be performed by the employee. Non-fire or non-emergency related tasks not previously assigned or performed shall be posted not less than 48 hours prior to assignment.

Section 3. The City shall make reasonable provisions for the safety and health of the employees during working hours. Failure to utilize such safety devices, clothing and equipment required by the City and to follow safe practices may subject the offending employee to disciplinary action.

Section 4. The union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intent of undermining the union nor to discriminate against any of its members. The City further agrees that it will not lay off any employees who have completed their probationary periods at the execution of this agreement because of the exercise of its contracting or sub-contracting right, except in the event of an emergency, strike or work stoppage or essential public need where it is uneconomical for City employees to perform said work, provided that it shall not be considered a layoff if the employee has transferred or given other duties at the same pay.

Section 5. Any dispute with respect to these management rights shall not in any way be subject to arbitration but any grievance with respect to the reasonableness of the application of said management rights may be subject to the grievance procedure of this contract.

ARTICLE 5 GRIEVANCE PROCEDURE

Every employee of the union shall have the right to grieve in accordance with the procedure of this article. The informal resolution of grievances is urged and encouraged at all levels.

Section 1. An employee may discuss their grievance with their Shift Battalion Chief, with or without the presence of a union representative but must be afforded union representation if so requested. The parties shall make every effort to reach a satisfactory settlement at this point but any settlement reached must be approved by a union representative.

Section 2. If, within ten (10) days, exclusive of holidays and weekends, of the action causing the grievance is not satisfactorily settled as outlined in Section 1 above, the grievance shall be submitted in writing to the Shift Battalion Chief. The grievance shall set forth the date of the matter complained of, names of employees involved, the matter of the grievance and provisions of this agreement claimed to have been violated. The Shift Battalion Chief shall return a written decision to the grievant(s) and union representative(s) within five (5) days, exclusive of holidays and weekends, of receipt of the written grievance.

Section 3. If the grievance is not satisfactorily settled as outlined in Section 2 above, the grievance shall be presented to the Fire Chief within five (5) days, exclusive of holidays and weekends, of receipt of the Shift Battalion Chief's decision. The Fire Chief or his/her designee shall meet with the grievant(s) and a union representative(s) within five (5) days, exclusive of holidays and weekends, of receipt of the grievance. The Fire Chief shall issue a written decision to the grievant(s) and union representative(s) within five (5) days, exclusive of holidays and weekends, of the meeting.

In the event the grievance arises out of a direct act of the Fire Chief, Sections 1 and 2 of the grievance procedure shall be bypassed and the parties shall begin processing the grievance in accordance with Section 3 of the grievance procedure by presenting the grievance in writing to the Fire Chief.

Section 4. If the grievance is not satisfactorily settled as outlined in Section 3 above, the grievance shall be presented to the Mayor (or their designee) within five (5) days, exclusive of holidays and weekends, of receipt of the Fire Chief's written decision. The Mayor (or their designee) shall meet with the grievant(s) and a union representative(s) within five (5) days, exclusive of holidays and weekends, of receipt of the grievance. The Mayor (or their designee) shall present the grievant(s) and union representative(s) with a written decision within five (5) days, exclusive of holidays and weekends, of the meeting.

Section 5. If the grievance is not satisfactorily settled as outlined in Section 4 above, the parties to this agreement must select with mutual agreement one of the following steps within fifteen (15) days, exclusive of holidays and weekends, of receipt of the Mayor's (or their designee's) written decision or its due date:

1. Mutual petition to the WERC to submit a list of arbitrators from which both parties shall alternately strike a name until one name is left who shall be the arbitrator. The union shall have the last strike of names. The arbitrator shall limit their decision strictly to the interpretation, application or enforcement of this agreement.

2. Mutual petition to the WERC to perform arbitration of the grievance. The arbitrator shall limit their decision strictly to the interpretation, application or enforcement of this agreement.

The findings of the arbitrator shall be final and binding on all parties.

Beyond the statutorily required sharing of the grievance arbitration filing fee, the parties may mutually agree to share certain expenses related to the arbitration, i.e., a transcript of the hearing, hearing room rental, etc. In no event shall either party be required to share in the expense of representation or any expense associated with the preparation of materials, deposition of and/or appearance of witnesses for the other party.

Section 6. Properly filed grievances shall be answered on behalf of the City within the time limits specified; and in the event such grievances are not so answered by the City, they shall be termed as abandoned grievances and as such shall be considered as being resolved in favor of the Association or aggrieved employee.

Abandoned grievances shall not be considered precedent for future cases.

Departure from the procedure outlined in Sections 1 - 5 above may be arranged by written permission, when mutually agreed to by the Fire Chief and/or their designee and the aggrieved party and/or their representative.

In the event pursuit of the grievance procedure involves absence from the station by the aggrieved employee to attend meetings provided for in Sections 4 and 5, the employee will not be required to provide a replacement or be docked any pay or benefits. In the event more than one employee per shift is involved in pursuit of the grievance away from the station, replacement employees will be required, at no expense to the City, for all positions involved in excess of one.

ARTICLE 6 NO STRIKE CLAUSE

Section 1. No employee covered by this agreement shall engage in, induce or encourage any strike, work stoppage, slow down or withholding of services. The union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow down or withholding of service.

Section 2. Should any employee or group of employees covered by this agreement engage in any strike, work stoppage, slow down or withholding of services the union shall forthwith disavow any such strike, work stoppage, slow down or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the City, the union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slow down or withholding of services and to return to work. The union shall notify the City in writing within 24 hours after the commencement of such strike, etc., what measures it has taken to comply with the provisions of this article.

Section 3. In the event that such action by the union has not affected resumption of normal work practice, the City shall have the right according to Wisconsin Statute Section 62.13 to discipline by way of discharge or otherwise any member of the union who participates in such strike, slow down, or stoppage and no such disciplinary action shall be subject to any grievance procedure provided for in this agreement.

Section 4. Nothing in this agreement shall be deemed to give the union or any of its members the right to strike contrary to section 111.70(4)(1), Wisconsin Statutes.

ARTICLE 7 HOURS OF WORK

Section 1. The work week of the full time regular firefighters of the department shall consist of a fifty-six (56) hour average duty week.

Section 2. This plan, commonly referred to as the "Coon Rapids Plan", shall consist of twenty-four (24) hour shifts scheduled as follows: first day - on duty, second and third days - off duty, fourth day - on duty, fifth day - off duty, sixth day - on duty, seventh, eighth and ninth days - off duty, tenth day - on duty, eleventh day - off duty, twelfth day - on duty, thirteenth day - off duty, fourteenth day - on duty, fifteenth day - off duty, sixteenth day - on duty, seventeenth, eighteenth, nineteenth, twentieth and twenty-first days - off duty, and repeating in this manner for a period of twenty-one (21) days.

Section 3. The regular duty day shall commence at 7:00 a.m.. First day of schedule shall be Wednesday.

ARTICLE 8 REPLACEMENT DUTY AND EMERGENCY DUTY

Section 1. It shall be the policy of the City to insure and maintain a satisfactory level of on-duty staffing through a staffing replacement system whereby off-duty employees voluntarily agree to work replacement duty.

Section 2. Replacement duty, including paramedic replacements, will be administered on a department-wide basis so that qualified employees may be placed where needed.

Section 3. A replacement duty status file will be maintained by the union officers, the initial order to be determined by seniority, indicating the status of employees eligible to work replacement duty.

Section 4. Following request for vacation by the employee according to Article 17, Section 5, the Fire Chief, or designee will provide notice of replacement duty needs to a union officer within the number of days or hours shown below, and the union officers shall report the name of the replacement employee within the corresponding number of days or hours following notice from the Fire Chief, or designee:

| Vacation Request | Request Time Limit | Notice by Chief | Notice by Union |
|------------------|--------------------|-----------------|-----------------|
| over 24 hours | 96 hours | 72 hours | 72 hours |
| 24 hours | 12 hours | 12 hours | 12 hours |
| 12 hours | 12 hours | 12 hours | 12 hours |

It shall be the responsibility of the union officers to secure replacement personnel for approved vacation leave only.

Section 5. For all other replacement duty (sick leave, etc.) the officer in command shall telephone off-duty employees in the order of their rank on the status file until the file is exhausted or a replacement employee is secured.

If no employee volunteers for the replacement duty, the least senior qualified employee on duty will be "forced" to stay over to cover staffing for the period needed. If the replacement duty is to start after the shift commenced, the least senior qualified employee scheduled to work the next shift, will be notified by phone that they are being "forced" to report early.

The union may elect to make phone calls to replace or relieve the "forced" employee. If someone is found to fill this vacancy, the "forced" employee may leave upon arrival of the called in employee.

If the least senior qualified employee claims one of the excuses set out in Section 7, the next least senior qualified employee will be required to stay/report.

The "Forced" employee has the option of applying or not applying in the hour accumulated to their bank in the status file.

Section 6. An employee shall be moved to the bottom of the status file once they have completed over twenty-four (24) hours of replacement duty. No employee shall be required to work more than 72 consecutive hours.

Section 7. Emergency duty will be administered at the discretion of the commanding officer on duty at the time. Employees called for emergency duty must report immediately to the fire station and then as otherwise directed. This same requirement applies to personnel responding on alert status. A firefighter excused from emergency duty alert status shall be replaced with a firefighter if reasonably possible. An employee shall be excused from emergency duty only under the following conditions:

1. The employee is absent from fire duty with permission because of injury or illness.
2. The employee is on vacation.
3. The employee is not reasonably able to either receive the callback communication or effect response.

4. The employee has consumed alcohol or is impaired by medication.
5. The employee is solely responsible for the immediate care of a dependent and reporting to duty would require abandonment of the dependent(s).
6. The employee is on military leave.
7. The employee is on funeral leave.

The fire chief reserves the right to verify, and, or request documentation of any of the above.

ARTICLE 9 SENIORITY

Section 1. Seniority shall mean the same as defined in Article 2(C).

Section 2. The City shall establish a seniority list which shall be brought up to date on January 1 of each year or as reasonably close thereto as possible and shall post the same on the department bulletin board with a copy to the secretary of the union.

Section 3. An employee shall forfeit their seniority only for the following reasons:

- A. Resignation
- B. Discharge or permanent removal from the payroll and separation if not reversed through appeal or other legal action.
- C. Retirement.
- D. Fails to return to work within thirty (30) days of being recalled from layoff.
- E. Fails to be recalled from layoff within eighteen (18) months of being laid off.

Section 4. All vacant MPO positions will go to the senior firefighter applicant.

ARTICLE 10 SUSPENSION, DISMISSALS, PROBATION

Suspension or dismissal from the Fire Department shall be in accordance with Section 62.13 Wisconsin Statutes.

Section 1. Section 1. All newly hired employees shall be considered probationary for a period of eighteen months from the date of employment. All newly promoted permanent employees shall be considered probationary for a period of eighteen months from the date of promotion. Probationary newly hired employees may be discharged or disciplined at the discretion of the Fire Chief without recourse to appeal and/or the grievance procedure. Probationary newly promoted employees may be reverted to their previous rank at the discretion of the Fire Chief after showing just cause.

Section 2. Layoffs shall be governed by Section 62.13, Wisconsin Statutes.

In the event positions to be terminated are occupied by employees of equal seniority, the order of lay-off shall be determined by lot. This selection shall be conducted by the Mayor (or their designee) in the presence of the affected employees and union officers.

Section 3. Any disciplinary action or measure imposed upon an employee by the Chief may be appealed through the § 62.13(5), Wis. Stats., statutory procedure or the regular grievance procedure.

Section 4. In its role as exclusive bargaining agent, the Union shall be notified of any proposed terminations or suspensions. The parties recognize that the City may not individually bargain with employees regarding proposed disciplines including last chance agreements entered into in lieu of terminations or suspensions.

ARTICLE 11 ACTING POSITION

Section 1. The commanding officer shall have the right to make temporary assignments to positions which are temporarily vacant.

Section 2. Any temporary assignment on a daily basis to a promoted position above an employee's rank shall be compensated. At no time will the total pay for all combined Acting Positions be greater than \$120.00 in a 24-hour period. Acting Position pay shall be compensated at the following rates: \$120.00 for shifts greater than 12 hours. \$60 for shifts of 6 to 12 hours. No compensation for an assignment less than 6 hours.

Section 3. Filling the Battalion Chiefs position will not result in an employee's vacation, scheduled schooling, funeral or family leave, or exchange of time to be involuntarily cancelled.

Section 4. A newly promoted probationary employee will not be obligated to fill the Battalion Chief's position.

Section 5. Lieutenants filling a Captain's position will not receive acting pay.

ARTICLE 12 FUNERAL LEAVES

Section 1. In case of death in the employee's "family" (spouse, children, mother, father, father-in-law, mother-in-law, brother or sister) the employee shall be granted leave with full pay from the time of death and ending at 7:00 a.m. on the second day following funeral. (ex. If the funeral is Tuesday, July 14, funeral leave would end at 7:00 a.m. on Thursday, July 16). In no event, will the employee use more than four (4) duty days for funeral leave during the described time period. Any additional scheduled duty days considered reasonable and necessary by the Chief may be taken as sick leave.

Section 2. In case of death of an employee's "relative" (grandparents, grandparents-in-law, brothers- and sisters-in-law, aunts, uncles, cousins, nieces, nephews, grandchildren, or any other relative living in the same household) the employee shall be granted leave with full pay from the time of death and ending at 7:00 a.m. on the day following the funeral. (ex. If the funeral is Tuesday, July 14, funeral leave would end at 7:00 a.m. on Wednesday, July 15). In no event will the employee use more than three (3) duty days for funeral leave during the described time period. Any additional scheduled duty days considered reasonable and necessary by the Chief may be taken as either vacation or leave without pay.

Section 3. Employees acting as pallbearers may receive up to four (4) hours off with pay. Employees may be allowed up to four (4) hours off with pay to attend the funeral of a deceased City employee or a deceased retired City employee. The need for continuing essential services may limit the number of employees who may attend a funeral.

Section 4. The granting of leave with full pay in Sections one (1), two (2) and three (3) of this article of the agreement shall be granted provided the employee is somehow involved with assisting and making arrangements, attends the funeral service, or other services surrounding the death (as clarified in the quote from the chief's December 3, 1987, memo below):

"Funeral leave was designed for the purpose of assisting and making arrangements, participating in the funeral service, or other services surrounding the death.

You will not be granted funeral leave for the purpose of receiving days off unless you will somehow be involved with arrangements, or going to the funeral. Verification of funeral attendance will be assessed."

ARTICLE 13 LEAVE OF ABSENCE

Section 1. The Mayor (or their designee) may grant leaves of absence with pay for the purpose of attending professional conferences, training institutes and visits to other cities when they consider said leave to be in the City's interest.

Section 2. The Fire Chief with the approval of the Mayor (or their designee) may grant leaves of absences without pay for personal reasons not covered in the agreement. Leaves of absence without pay shall not exceed 365 calendar days. At the end of said period of absence if the employee has not returned to work, they shall be deemed to have resigned from their employment with the City. A leave of absence may be extended beyond the 365 calendar days at the sole discretion of the City.

Section 3. The Fire Chief or commanding officer in charge may grant emergency leave of short duration for matters of urgent nature. This shall not include scheduled doctor or dentist appointments. A replacement must be supplied by the employee if such an appointment requires absence from duty or the employee will be charged with sick leave to the nearest hour providing, however, that the replacement employee shall not incur overtime payment. Urgent matters of short duration will be allowable without penalty.

Section 4. Exchange of days off will be allowed between employees providing it does not impair the efficiency of the department and that the time paid back shall not cause an employee to incur overtime pay without the approval of the Fire Chief. Exchange of days off must be preceded by at least 12 hours written notice.

Section 5. Failure to comply with the requirements of this article shall result in disciplinary action.

ARTICLE 14 SICK LEAVE

All employees of the department shall be eligible for sick leave benefits for absence necessitated by illness, bodily injury (when not a workers' compensation case) exposure to contagious disease (when confirmed by a physician), and illness in the immediate family (with the approval of the Fire Chief and the Mayor (or their designee).

Section 1. An employee reporting absence from duty because of illness shall endeavor to notify the commanding officer at least one hour prior to the start of the employee's work period and state the nature of the illness. At termination of the illness an employee shall notify the commanding officer that they are available for duty.

Section 2. Sick leave shall be earned at the rate of 16 hours per month but shall not exceed 192 hours in an anniversary year.

Section 3. For the purposes of recording sick leave usage for employees, one day shall equal 24 hours, entry shall be recorded to the nearest whole hour; any fraction of an hour to be charged as one hour.

Section 4. Periods of absence without pay caused by suspensions, discharge, lay-off, authorized leaves of absence in excess of three days and any unauthorized absence shall not constitute service time. Such absence shall act to reduce the maximum total sick leave accumulation allowable in an anniversary year.

Section 5. Sick leave credits may be accumulated to a total not to exceed 1920 hours except as provided in Section 9. When an employee is unable to work beyond accumulated sick leave pay because of non-duty related illness or injury, they may be granted a leave of absence without pay for three months for such illness or injury when substantiated by a doctor's certificate showing reason for such leave of absence and giving approximate period of anticipated absence. During this period the employee's job status will not be changed, and employees may return to work upon presentation of a doctor's certificate to the Fire Chief three (3) calendar days before returning date.

Section 6. Employees shall comply with the rules of the department applicable to the usage of sick leave. The Fire Chief has the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to illness. This certificate must state the kind and nature of the illness or injury and whether the employee has been incapacitated for work for said period of absence. The right to require a verification of a reported illness by a doctor's certificate shall be limited to illnesses covering a period of more than three calendar days which includes a duty day for which sick leave is claimed.

Section 7. Upon retirement, seventy-five percent (75%) of the accumulated sick leave shall be paid into the Post Employment Health Plan per Article 19 Section 3. This amount is to be calculated at the rate of pay in effect at the time of retirement.

Section 8. Upon separation or death of an employee having 15 years of service, one-fourth of accumulated sick leave shall be paid to the employee or employee's family at the rate in effect at the time of separation except for cause. If the death is ruled a Line of Duty Death (LODD), all of the employee's accumulated sick leave shall be paid at the rate in effect at the time of death.

Section 9. Employees who have accumulated the maximum amount of sick leave accrual, currently receive an incentive payout for any sick leave earned in a year but not used above the maximum. Sick leave in excess of 1920 hours shall be surrendered and paid at the employee's base rate of pay in effect on November 30. Payment shall be made in the first December pay period as follows:

| Years of service completed | % Payout Incentive |
|----------------------------|--------------------|
| 11-15 | 25 |
| 16-19 | 30 |
| 20 and above | 35 |

ARTICLE 15 INJURY LEAVE

Section 1. Upon the determination of eligibility the City shall pay an employee who is injured on the job the difference between their regular salary and their workers' compensation payments as long as the employee is on injury leave, but not to exceed 270 calendar days for this same injury.

Section 2. When an employee has used their full 270 days of injury leave and is still unable to return to work the employee may petition the City for an extension.

Section 3. Any employee who has exhausted their injury leave but continues to receive workers' compensation payments may at their discretion use accrued sick leave in proportion to the amount necessary for them to receive their full salary.

Section 4. All employees shall be covered by workers' compensation insurance. Any employee injured on the job and awaiting eligibility for workers' compensation coverage shall be granted up to three days (72 hours) sick leave, however, if the employee's accumulated sick leave does not equal the time of absence, no loss of pay will be incurred.

ARTICLE 16 MILITARY LEAVE

Section 1. Any employee who shall voluntarily enlist or be conscripted into military service for training or for active duty shall be reinstated pursuant to the provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994, as amended from time to time.

Section 2. Employees who are members of active military reserve units and are required to attend yearly training sessions not exceeding 15 days shall be paid an amount equal to the difference between their military pay and their regular pay.

Section 3. Active duty sessions on weekend days over and above the annual 15-day training period granted above shall be considered the same as replacement duty and it will be the responsibility of the employee to make an exchange of days off or forfeit pay for the time of his/her absence.

Section 4. Leave granted herein is in addition to all other leaves, and vacation and sick leave shall continue to accrue during temporary military leave.

ARTICLE 17 VACATION LEAVE

An employee shall be granted vacation leave with pay from the date of his/her anniversary subject to the following terms and conditions:

Section 1. Satisfactory completion of probationary period.

Section 2. Vacation leave which is not taken within 12 months of the anniversary year in which it was earned and prior to separation from service shall be deemed to have been waived unless use of vacation has been denied by the Fire Chief. Except three days may be carried over to be used during the next calendar year provided the employee notifies the Fire Chief in writing of carryover before the end of the employee's calendar (anniversary date) year.

Section 3. Vacation leave shall be accrued on the basis of continuous service including periods of paid absent time. Authorized leave of absence without pay and periods of lay-off shall not qualify as service time.

Rate of Accrual: Vacation earning rate shall be:

| | |
|--------------------------------------|--------------------|
| During 1st year | 6 hours per month |
| During 2nd - 6th year | 14 hours per month |
| During 7th - 9th year | 18 hours per month |
| During 10th - 12th year | 22 hours per month |
| During 13th - 15th year | 24 hours per month |
| During 16th - 19th year | 26 hours per month |
| During 20th year and each year after | 28 hours per month |

Section 4. Employees may take vacation leave not in excess of the amount accumulated at any given time. Accumulation shall be recorded at the end of each anniversary year.

Section 5. Vacation leave shall be applied for in accordance with seniority ranking of employees within each shift under the following limitations:

1. Vacation time in excess of 1 working day shall require 4 calendar days notice.
2. Vacation time may be taken at the rate of twelve (12) hours from 0700 to 1900 hours or 1900 to 0700 hours or (1) working day at a time, upon 12 hours notice, providing it in no way impairs the efficiency of the department.
3. The parties agree that up to forty-eight (48) hours of vacation may be taken in six (6) hour blocks. The six hour vacation blocks must be requested at least twelve (12) hours in advance and must be scheduled in such a way that the 7 a.m. to Noon and/or 1 p.m. to 5 p.m. periods are not split. The six hour vacation blocks cannot disrupt the work day and will be granted only at the discretion of the Duty Officer.

Section 6. A maximum of two employees will be permitted vacation leave from the same shift on the same day. The vacation policy will be reviewed and extended only by mutual agreement of the parties. Exchange of time off will be permitted provided it in no way impairs the efficiency of the department.

Section 7. Upon termination of employment all accumulated unused vacation hours shall be paid at the rate of pay in effect at the time of separation.

Section 8. In addition to the three day carry over as provided in Section 2, three days (72 hours) may be sold back to the City at the rate of pay in effect.

Section 9.

1. All vacation will be accrued on a monthly basis according to years of service.
2. An employee may begin using accrued vacation after completing employment probation period.

3. Maximum amount of accrued vacation will be what an employee is allowed for one (1) year, plus 72 hours.

4. Eleven (11) hours or less will be allowed to be banked in excess of the maximum accrual, but must be used by the end of the month the 11 hours is exceeded. (i.e. = 12 hours).

5. An employee will be allowed to sell back vacation to the city in 12 hour block minimums to a total of 72 hours per year.

Section 10. If all Paramedics on a shift request time off, the least senior Paramedic will be denied time off unless the shift is filled by another Paramedic. The total number of vacancies allowed is subject to the terms of the collective bargaining agreement.

Section 11. Each employee shall be granted three (3) personal days totaling seventy-two (72) hours after completing six (6) months of employment. Guidelines of Personal Day use are as follows:

- Use of Personal Days will not create overtime
- Personal Days must be used in twenty-four (24) hour blocks
- On any given day, only one (1) shift member may use a Personal Day
- A Personal Day will not be granted if another member of the shift has approved vacation on the day requested.
- Requests for use of a Personal Day must be made within seventy-two (72) hours of the date requested. Requests made greater than seventy-two hours in advance will not be granted.
- Personal days must be taken in the year in which they were earned and there shall be no payout for personal days not taken.

ARTICLE 18 SAFETY

Section 1. The City shall furnish proper safety devices for all work and employees shall use and/or wear safety equipment furnished by the City.

Section 2. All employees shall comply with safety rules and regulations.

Section 3. Employee personal property lost or damaged during performance of employee's required duties shall be repaired by the City. If repair cannot be made, the City shall contribute to replacement to the extent mutually agreed upon with the employee. The City shall not be liable for damage or loss recovery if the damage or loss is the result of a willful, malicious or careless act of an employee.

ARTICLE 19 RETIREMENT

Section 1. All employees may retire at the end of the calendar quarter in which they become 55 years of age.

Section 2. All employees must retire at the end of the calendar quarter in which they become 55 years of age, unless their employment is continued by the written consent of the Fire Chief and the Mayor (or their designee).

Said consent must be requested in writing during the first calendar month in which the employee becomes 55 years of age, and annually thereafter. Decisions of employment continuation shall not be subject to the grievance procedure of this contract.

Section 3. Post Employment Health Plan: There shall be established a designated Post Employment Health Plan (PEHP) at no administrative cost to the City. The City's contribution on behalf of its employees shall be limited to the following: (1) sick leave payout under Article 14 Section 7 of this agreement.

ARTICLE 20 LOSS OR DAMAGE

The City agrees that an employee shall not be charged for any loss or damage of City-owned property or material unless such loss or damage occurs as the result of a willful or malicious or careless act of an employee.

ARTICLE 21 WORK RULES

Section 1. Existing work rules of the department are made a part of this agreement.

Section 2. Existing work rules shall be modified to reflect current positions and working conditions.

Section 3. Establishment of new work rules affecting wages, hours of work or conditions of employment shall be subject to negotiations and mutual agreement prior to their effective date.

ARTICLE 22 NEGOTIATIONS

Section 1. The party requesting negotiations on the terms of a successor agreement shall notify the other party in writing of its request by July 1 of any year. Within two weeks of the receipt of such notice from one party to the other, an initial meeting shall be mutually agreed upon. Meetings shall be regularly scheduled by mutual agreement until an agreement is reached by the parties.

Section 2. In the event no amicable agreement is reached by September 1 of the year in question, the parties shall consider whether the matters in dispute shall be submitted to final and binding arbitration in accordance with Section 111.77, Wisconsin Statutes.

Section 3. Employees on the negotiating committee shall be allowed absence with pay from scheduled duty to participate in collective bargaining meetings with the City, provided the absence does not impair the efficiency of the Department, and not more than one employee per shift is so absent.

ARTICLE 23 WAGES

Section 1. Wages shall be set forth in Appendix A attached hereto and incorporated as if fully set forth herein.

Section 2. The federal Fair Labor Standards Act (FLSA) is hereby incorporated into this agreement. The effect of FLSA is not negotiable except by mutual agreement, amendment of FLSA or judicial modification of FLSA.

ARTICLE 24 JURY DUTY

Employees serving on jury duty shall be granted a leave with pay for jury duty performed. Any employee excused from duty shall, as soon as possible, report to work. Any jury pay received by the employee for such duty shall be signed over to the City. The employee shall notify their supervisor when they are selected to serve on a jury panel. Further the employee shall inform their supervisor when notified to report for jury duty.

ARTICLE 25 VALIDITY

Should any provision of this agreement be found to be in violation of any federal or state laws by a court of competent jurisdiction, said provisions shall be immediately renegotiated and all other provisions of this agreement shall remain in full force and effect during the duration of this agreement.

ARTICLE 26 LIMITED DUTY

A. DEFINITION

Limited duty is a concept which allows an ill or injured employee to work during his/her period of convalescence when released to do so by their physician. Limited duty shall be optional for employees whose illness or injury is non-duty related. **Limited duty shall be optional by the employer for work-related duty injuries.** (Physician includes Medical Doctor, Chiropractor, Podiatrist, and Psychiatrist.) Limited duty is anticipated to be a temporary status, with the intention that the employee will resume their full regular duties in the future. Employees may not be placed on limited duty status for a period longer than three months per injury or illness. The three month time period shall begin on the date that employee's physician determines the employee is able to begin limited duties (see Section B-2 below). The Fire Chief may grant additional limited duty status time as deemed necessary.

B. EMPLOYEE RESPONSIBILITY

When an employee is ill or injured and unable to perform full regular duties for an extended period of time (An extended period of time shall be defined as a period longer than two weeks), they shall have the treating physician complete a "Medical Information Report." The report shall provide the employee and the City with the physician's diagnosis and the following information:

1. A target date for return to full duty. If the physician is unable to determine a return date, they shall specify a date for re-evaluation. During the re-evaluation a second "Medical Information Report" shall be completed.
2. A determination of the date upon which an employee may start the performance of limited duties. If the physician is unable to determine a starting date, they shall specify a date for reevaluation. During the re-evaluation an additional "Medical Information Report" shall be completed.
3. A determination of the employee's restricted activities and permitted activities within the period of convalescence.
4. A determination of any permanent disability.

5. The employee is responsible for timely filing a complete Injury Report.

C. DEPARTMENT RESPONSIBILITY

If an employee becomes ill or is injured while on-duty, the Fire Department is responsible to provide for necessary medical treatment and obtain written details of the incident. In the case of either a work-related illness or injury, the Fire Department is also responsible to ensure that all required sick leave and/or injury report forms (WC-12, Employee's Injury Report and Supervisor's Report of Injury/Accident), including any physician certifications, are accurately completed on a timely basis.

The Department shall develop a list of duties that are performed within the Fire Department and provide them to the treating physician for review to determine which of the listed duties are within the restriction/permission of activities determined by the physician. The list of duties must include a description of the physical requirements of each duty. The list of duties includes, but is not limited to, the following:

1. Fire Inspections
2. Report writing/filing
3. Station maintenance
4. Conduct training sessions
5. Pre-fire planning
6. Public education

The ill or injured employee shall remain in communication periodically with the Fire Chief to give assurance that the employee receives adequate care and proper procedures are followed.

D. CONDITIONS FOR LIMITED DUTY STATUS

Limited duty status shall be coordinated between the Fire Chief, the employee and the employee's treating physician. Limited duty status shall be provided only if the following conditions are met:

1. It must be expected that the ill or injured employee will be unable to perform their "regular full duties for an extended period of time." (Section B, Employee Responsibility, contains the definition for "extended period of time".)
2. There must be productive work available. An employee on limited duty status shall not be used to replace any other fire department employee's normal duty assignment. In no event shall the employee perform work for any other city department.
3. The employee must have medical authorization to return to work and their limitations must be clearly indicated on their Medical Authorization Report.
4. Any employee on limited duty status shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to their normally assigned position.

5. Once it is determined that the ill or injured employee may return to work to perform limited duty, the employee may, at their option, perform their limited duties on a 40 hour week under the following conditions:

Limited Duty Shall Be on a Forty (40) Hour Work Week

- a. Approval by the employee's attending physician.
 - b. Employees shall normally work eight (8) hours per day but may be assigned to work up to ten (10) hours per day with physician approval.
 - c. Employees shall normally work Monday through Friday but may work Saturday or Sunday with approval of the Fire Chief.
 - d. All hours worked in excess of the normal shift schedule will be compensated at one and one-half (1 1/2) times pay.
 - e. Employees performing limited duty on a forty (40) hour work week shall only be charged for sick leave if the number of hours worked, Monday through Sunday, is fewer than 40. The employee will be charged with sick leave for the number of hours between the hours worked and forty (40). No sick leave shall be charged for duty incurred injuries or illnesses.
 - f. Employees assigned to limited duty status shall not work on a contractual holiday (Article 28-Holidays) and shall not be charged with any sick leave.
6. Employees authorized by their attending physician to work limited duty shall be released for appointments and/or therapy related to the illness/injury. All time spent at such appointments or therapy shall be counted toward the forty (40) hours as sick leave for off-duty incurred illness/injury. All time spent at such appointments or therapy shall be counted toward the forty (40) hours as hours worked for duty-incurred illness/injury.
 7. Employees who have vacation or other time off scheduled shall be allowed to use their vacation or other time off without affecting the vacation or other time off scheduled by any other employee. Employees performing limited duty shall only be charged for the hours of vacation or time off used. For an employee performing limited duty on the forty (40) hour schedule, the employee will be charged with vacation or time off for the number of hours between the hours worked and the hours scheduled (by physician approval) for scheduled duty days.
 8. Employees must be well enough to perform limited duties in the normal work place.
 9. Alternative arrangements to the above may be worked out between the attending physician, the City, the employee and a representative of Local 1697 (Executive Board Member) on a case-by-case basis. Objection to the alternative arrangement by any of the parties named in this Section will nullify the alternative and the employee shall be subject to the conditions set forth in 1 through 8 above.

- 10. In no event shall any employee assigned to limited duty status be counted as part of the normal daily staffing requirements.

ARTICLE 27 INSURANCE BENEFITS

Section 1. The City shall contribute ninety percent (90%) and the employees shall contribute ten percent (10%) of the full monthly coverage premiums for single and family health and dental insurance.

Section 2. Should both spouses be full time employees of the City, they shall be entitled to one family plan with the City paying 100% of the premium.

Section 3. The City shall contribute as its share of group life insurance premiums an amount equal to 100% of the employee deductions made for said insurance in accordance with the State Group Life Insurance Plan.

Section 4. The City shall keep in force the disability insurance coverage under conditions of the policy with Flanagan Insurance Company policy 83-VP-731320 with policy benefits to include \$100 per week for a duty related disability and \$30,000 for a job related death.

Section 5. The city will offer State of Wisconsin income continuation insurance. The City will only fund the required .5% of average monthly earnings as reported to the WRS for the previous year for a 180-day elimination period.

ARTICLE 28 HOLIDAYS

Section 1. The following days were incorporated into base pay and the monthly pay adjusted accordingly to include these days:

New Years Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day.

ARTICLE 29 PENSION PLAN

Employees hired before July 1, 2011, shall pay 3.5% of gross income to the WRS. Employees hired before July 1, 2011, should contribute the same rate as general municipal employees unless exempted from such contribution by state statute. The City shall pay the remainder.

ARTICLE 30 OVERTIME PAY

Section 1. For all pay purposes the following formula shall be used to compute wages for payment other than monthly base pay:

| | |
|--------------------------------------|-----------------|
| Base pay x 12 | = annual base |
| Annual base divided by 121.6667 days | = daily rate |
| Daily rate divided by 24 hours | = hourly rate |
| Hourly rate x 1.5 | = overtime rate |

Section 2. Employees shall be paid at overtime rate for all replacement and emergency duty. Overtime shall be paid for a minimum of two (2) hours with each additional hour or fraction thereof to be considered as a full hour.

Section 3. Any employee not on alert status that is called in for emergency duty shall be paid a minimum of three (3) hours at employee's overtime rate.

ARTICLE 31 MILEAGE PAY

Employees shall be reimbursed the IRS rate for use of personal vehicles while on department business.

ARTICLE 32 PRIMARY RESIDENCE PAY

Effective 01/01/2023, firefighters in the bargaining unit that maintain primary domicile in, as compared to simply owning or renting property in, the City of Menomonie, that bargaining unit employee shall receive an additional \$.50 per hour domicile incentive commencing the next applicable pay period after the domicile is verified by the Fire Chief or their designee. It shall be the duty of the bargaining unit employee to advise the Fire Chief of where their primary domicile is located.

ARTICLE 33 UNIFORMS

Section 1. The City shall provide three (3) in-season, new sets of uniforms to all newly hired employees. Upon satisfactory completion of probation, the City shall provide the remaining complement of basic issue.

Section 2. The basic issue will include three (3) long sleeve shirts with patches, three (3) short sleeve shirts with patches, three (3) pairs of pants, reefer and winter cap, cap device, baseball cap, spring and fall coat, and complete protective gear.

Section 3. The City shall provide three (3) work uniforms, other than basic issue, per employee per year after the first year of employment.

Section 4. All uniforms of the same basic style may be worn but if a new style of uniform is to be issued, all employees will receive a new basic issue of 6 uniforms of the new style.

Section 5. Employees who have celebrated their first anniversary of employment on or before February 1, will be provided a clothing allowance in the amount of \$300.00. This payment shall be made in February.

ARTICLE 34 PAYROLL DEDUCTIONS

The City will deduct from earned wages amounts authorized by an employee for purchase of ICMA Retirement Corporation deferred annuity.

ARTICLE 35 DURATION

This agreement shall be effective as of January 1, 2025, and shall remain in full force and effect until its expiration date, December 31, 2026. If during the term of this agreement, problems arise with respect to the


interpretation or application of any language in this agreement, the City and the union may jointly agree to enter into negotiations relating only to such problems. Any resolution thereof whenever reached after such negotiations shall become effective upon the date of resolution.

WITNESS our hands and signed this _____ day of _____, 2024.

CITY OF MENOMONIE


**MENOMONIE PROFESSIONAL
FIREFIGHTERS
Local 1697, IAFF, AFL-CIO**

Mayor, Randy Knaack



President, Juan Gamez

City Clerk, Catherine Martin



Secretary, Adam McCulloch

APPENDIX A**ARTICLE 1 WAGES**

EMTs hired after 1/97 will be paid the same as pre-1/97 hires.

Section 1. "All employees certified at the EMT-Basic level shall receive a 4% increase in their base wage. All employees certified at the EMT-IV Technician level shall receive a 5% increase in their base wage. All employees certified at the EMT-Intermediate level shall receive a 6% increase in their base wage. Active Paramedics will be compensated 3% above EMT-Intermediates. All employees certified at the Critical Care Paramedic level will be compensated 2% above EMT-Paramedics. Employees not currently certified at one of the EMT levels, or who change their level of certification, shall receive the appropriate wage, according to the chart in Section 1, upon completion of the certification. In light of the fact that the Department of Health and Family Services, EMS and Injury Prevention Bureau has revised administrative rules and created new levels of certification, the reference to EMT-IV Technician in this article shall apply to those employees who are issued an EMT-IV Technician license or an EMT-Intermediate/Provisional license. The reference to EMT-Intermediate shall apply to those employees who complete the additional training and are issued an EMT-Intermediate license."

| Effective 1/1/2025 | <u>Hire</u> | <u>6 mos.</u> | <u>18 mos.</u> |
|---------------------------|---------------------|-----------------------|-----------------------|
| Firefighter | 5090.2600 | 5498.1400 | 5915.2900 |
| EMT-Basic | 5293.8704 | 5718.0656 | 6151.9016 |
| EMT-IV Technician | 5344.7730 | 5773.0470 | 6211.0545 |
| EMT-Intermediate | 5395.6756 | 5828.0284 | 6270.2074 |
| EMT-Paramedic | 5557.5459 | 6002.8693 | 6458.3136 |
| Critical Care Paramedic | 5668.6968 | 6122.9266 | 6587.4799 |
| | <u>Prob.</u> | <u>18 mos.</u> | |
| MPO | 5915.2900 | 5975.0300 | |
| EMT-Basic | 6151.9016 | 6214.0312 | |
| EMT-IV Technician | 6211.0545 | 6273.7815 | |
| EMT-Intermediate | 6270.2074 | 6333.5318 | |
| EMT-Paramedic | 6458.3136 | 6523.5378 | |
| Critical Care Paramedic | 6587.4799 | 6654.0085 | |
| | <u>Prob.</u> | <u>18 mos.</u> | |
| Lieutenant | 5975.0300 | 6095.5400 | |
| EMT-Basic | 6214.0312 | 6339.3616 | |
| EMT-IV Technician | 6273.7815 | 6400.3170 | |
| EMT-Intermediate | 6333.5318 | 6461.2724 | |
| EMT-Paramedic | 6523.5378 | 6655.1106 | |
| Critical Care Paramedic | 6654.0085 | 6788.2128 | |

| | <u>Prob.</u> | <u>18 mos.</u> |
|-------------------------|--------------|----------------|
| Captain | 6246.9500 | 6499.3000 |
| EMT-Basic | 6496.8280 | 6759.2720 |
| EMT-IV Technician | 6559.2975 | 6824.2650 |
| EMT-Intermediate | 6621.7670 | 6889.2580 |
| EMT-Paramedic | 6820.4200 | 7095.9357 |
| Critical Care Paramedic | 6956.8284 | 7237.8545 |

It is the intent for the above table to reflect a 3% increase from the 7/1/2024 wages indicated in the prior Collective Bargaining Agreement. If the table above contains a mathematical error, the applicable wage should be calculated by increasing the 7/1/2024 wage by 3%, rounding up to the nearest cent.

| Effective 1/1/2026 | <u>Hire</u> | <u>6 mos.</u> | <u>18 mos.</u> |
|---------------------------|-------------|---------------|----------------|
| Firefighter | 5242.9678 | 5663.0842 | 6092.7487 |
| EMT-Basic | 5452.6865 | 5889.6076 | 6336.4586 |
| EMT-IV Technician | 5505.1162 | 5946.2384 | 6397.3861 |
| EMT-Intermediate | 5557.5459 | 6002.8693 | 6458.3136 |
| EMT-Paramedic | 5724.2722 | 6182.9553 | 6652.0630 |
| Critical Care Paramedic | 5838.7577 | 6306.6144 | 6785.1043 |

| | <u>Prob.</u> | <u>18 mos.</u> |
|-------------------------|--------------|----------------|
| MPO | 6092.7487 | 6154.2809 |
| EMT-Basic | 6336.4586 | 6400.4521 |
| EMT-IV Technician | 6397.3861 | 6461.9949 |
| EMT-Intermediate | 6458.3136 | 6523.5378 |
| EMT-Paramedic | 6652.0630 | 6719.2439 |
| Critical Care Paramedic | 6785.1043 | 6853.6288 |

| | <u>Prob.</u> | <u>18 mos.</u> |
|-------------------------|--------------|----------------|
| Lieutenant | 6154.2809 | 6278.4062 |
| EMT-Basic | 6400.4521 | 6529.5424 |
| EMT-IV Technician | 6461.9949 | 6592.3265 |
| EMT-Intermediate | 6523.5378 | 6655.1106 |
| EMT-Paramedic | 6719.2439 | 6854.7639 |
| Critical Care Paramedic | 6853.6288 | 6991.8592 |

| | <u>Prob.</u> | <u>18 mos.</u> |
|-------------------------|--------------|----------------|
| Captain | 6434.3585 | 6694.2790 |
| EMT-Basic | 6691.7328 | 6962.0502 |
| EMT-IV Technician | 6756.0764 | 7028.9930 |
| EMT-Intermediate | 6820.4200 | 7095.9357 |
| EMT-Paramedic | 7025.0326 | 7308.8138 |
| Critical Care Paramedic | 7165.5333 | 7454.9901 |

It is the intent for the above table to reflect a 3% increase from the 1/1/2025 wages indicated above. If the table above contains a mathematical error, the applicable wage should be calculated by increasing the 1/1/2025 wage by 3%, rounding up to the nearest cent.

The Fire Chief may, with the approval of the Mayor (or their designee), promote an employee to a higher salary step before the eighteen-month interval has lapsed when sufficiently meritorious performance has been demonstrated by the employee.

Section 2. Alert Status. The city agrees to compensate employees required to be on alert status at the rates listed below. This amount will be increased by future contractual wage increases negotiated between the parties. For 2023 this amount will increase as follows:

| | |
|-----------------|-----------------|
| January 1, 2024 | \$2.83 per hour |
|-----------------|-----------------|

The parties recognize that alert status is presently necessary for fire protection. The parties further recognize that the determination of the adequacy and sufficiency of fire protection is the sole prerogative of management and that this paragraph shall not be construed to obligate the City to continue the use of alert status at its present level or at all.



1412 6th Street, Menomonie, WI 54751

Menomonie Recreation Department
 Wakanda Waterpark
 2024 Revenue Report

| | 2024 | 2023 | 2022 | 2021 |
|--------------------------------|---------------------|---------------------|---------------------|---------------------|
| Total Attendance | 27,479 | 28,652 | 25,746 | 26,294 |
| Daily Admissions | \$87,636.43 | \$94,077.29 | \$80,875.50 | \$90,271.55 |
| Season Pass Sales | \$30,321.37 | \$29,674.17 | \$23,553.98 | \$6,669.97 |
| Exclusive & Party Room Rentals | \$3,695.00 | \$3,632.81 | \$4,865.00 | \$1,200.00 |
| Punch Card Sales | \$260.00 | \$307.00 | \$0.00 | \$0.00 |
| School & Group Sales | \$4,068.00 | \$4,002.00 | \$3,095.50 | \$2,696.00 |
| Concession Stand Revenue | \$3,819.69 | \$4,344.28 | 3,879.31 | \$3,404.00 |
| Total Revenues | \$129,800.49 | \$136,037.55 | \$116,269.29 | \$104,241.52 |





1412 6th Street, Menomonie, WI 54751

Menomonie Recreation Department
Wakanda Waterpark
2024 Expense Report

| Expenses | 2024 Budget | 2024 Actual | 2023 Actual | 2022 Actual | 2021 Actual |
|-------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Lifeguard Wages | | \$64,904.10 | \$65,277.18 | \$52,937.85 | \$53,219.97 |
| Cashier Wages | | \$5,359.59 | \$5,908.38 | \$4,764.19 | \$8,637.59 |
| Maintenance Wages | | \$4,126.92 | \$4,109.75 | \$3,884.00 | \$3,454.50 |
| Manager Wages | | \$10,510.12 | \$7,398.75 | \$12,109.50 | \$11,493.75 |
| Head Guard | | \$0.00 | \$0.00 | \$4,147.35 | \$0.00 |
| Head of Waterpark Wages | | \$3,382.50 | \$6,814.50 | | |
| Aqua Dance Fitness | | \$390.00 | | | |
| Total Wages | \$95,000.00 | \$88,673.23 | \$89,508.56 | \$77,842.89 | \$76,805.81 |

| Account #: 01.55220. | | 2024 Budget | 2024 Actual | 2023 Actual | 2022 Actual | 2021 Actual |
|----------------------|--|--------------------|--------------------|--------------------|--------------------|--------------------|
| .221 | Water/Sewer | \$5,000.00 | \$2,842.47 | \$2,625.10 | \$13,142.15 | \$11,258.30 |
| .222 | Electricity | \$12,000.00 | \$5,448.98 | \$6,288.26 | \$10,464.87 | \$9,510.31 |
| .224 | Gas | \$15,000.00 | \$3,686.76 | \$5,250.86 | \$28,319.28 | \$23,042.37 |
| .225 | Phone | \$525.00 | \$240.00 | \$178.56 | \$270.15 | \$278.64 |
| .246 | Contractual Repairs | \$5,000.00 | \$6,378.15 | \$4,849.79 | \$4,778.84 | \$10,366.53 |
| .410 | Office Supplies | \$200.00 | \$83.84 | \$0.00 | \$124.48 | \$179.35 |
| .412 | Custom Office Supplies | \$1,200.00 | \$1,200.00 | \$332.95 | \$0.00 | |
| .424 | Dues | \$2,500.00 | \$1,287.29 | \$2,314.67 | \$2,073.00 | \$1,403.33 |
| .442 | First Aid Supplies | \$500.00 | \$6.99 | \$224.85 | \$461.29 | \$0.00 |
| .445 | Program Supplies | \$1,000.00 | \$507.95 | \$219.33 | \$0.00 | |
| .446 | Clothing- Uniforms | \$3,000.00 | \$2,310.25 | \$2,083.50 | \$2,842.50 | \$2,417.20 |
| .448 | Training Materials | \$550.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| .454 | Repairs/Misc Supplies | \$5,000.00 | \$3,607.89 | \$3,520.07 | \$5,080.82 | \$5,147.57 |
| .478 | Rescue Equipment | \$350.00 | \$0.00 | \$32.00 | \$49.36 | \$206.21 |
| .487 | Chemicals | \$17,500.00 | \$21,848.26 | \$19,267.01 | \$15,854.43 | \$602.44 |
| | Total Contractual & Commodities | \$69,325.00 | \$49,448.83 | \$47,186.95 | \$83,461.17 | \$64,412.25 |

| | | | | | |
|----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Total Waterpark Operation | \$164,325.00 | \$138,122.06 | \$136,695.51 | \$161,304.06 | \$141,218.06 |
|----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|





1412 6th Street, Menomonie, WI 54751

Below are the dates the Wakanda Waterpark was closed with a time and explanation as to why the pool was closed or closed early. The Wakanda Waterpark could have been open a potential 79 days in the 2024 season.

June

15th: Closed at 5:00pm due to the cold.

17th: Closed due to rain.

20th: Closed at 5:00pm due to weather.

21st: Closed due to rain.

22nd: Closed at 4:00pm due to rain.

28th: Closed at 5:30pm due to weather.

July

2nd: Closed at 4:30pm due to weather.

4th: Closed due to rain.

August

5th: Closed due to weather.





City of Menomonie
Eric M. Atkinson

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

TO: Mayor Knaack & City Council
FROM: Administrator Atkinson
SUBJECT: Menomonie Public Library Board Appointment
DATE: September 23, 2024
ATT: Application for Membership – Dr. Richard Nagler

Mayor Knaack recommends appointing Dr. Richard Nagler to the Menomonie Public Library Board. Dr. Nagler's application for membership is attached to this memorandum for your review. If Dr. Nagler is confirmed by the Council, he will fill the vacancy created by Helen Hullberg's resignation.

If the Council supports this recommendation, the appropriate action is a *Motion to Approve the Appointment of Dr. Richard Nagler to the Menomonie Public Library Board*. (Simple Majority Vote)

Application for membership on the Menomonie Library Board.

Richard Nagler
DOB 11/21/1959

I request the opportunity to serve on the Library Board of the City of Menomonie.

My involvement with the library began when I moved to the region in the fall of 1996. My family, including my partner Sara and our two children, made weekly visits over the past 28 years and have greatly appreciated the breadth of services that the library offers: not only books and related media, but also the forums for community discussions, cultural events, and computer assistance.

I retired from the Mayo Clinic Health System having served as a primary care physician for 26 years in Barron and 4 years in Menomonie. Beyond this, my community involvement has included:

- working on the Community Education Committee in Prairie Farm
- leading discussions on having difficult political conversations at the library and First Congregational UCC,
- serving in various roles on the board of the Family Learning Center
- leading a folk dance group and public amateur singing sessions
- supporting workshops to promote chronic disease and mental health care in the Hmong and Native communities

I am eager continue the libraries educational, cultural and community work. My interests also include finding ways of promoting and expanding library use by all community members.

Rick Nagler, MD (retired)



City of Menomonie
Eric M. Atkinson

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

TO: Mayor Knaack & City Council
FROM: Administrator Atkinson
SUBJECT: Recreation Advisory Board Appointment
DATE: October 3, 2024
ATT: Biography – Tammy Simon

Mayor Knaack recommends appointing Tammy Simon to the Recreation Advisory Board. If the Council supports this recommendation, the appropriate action is a *Motion to Approve the Appointment of Tammy Simon to the Menomonie Public Library Board*. (Simple Majority Vote)

Tammy Simon

I am a Menomonie resident, and work as the Director of Tourism at the Menomonie Area Chamber & Visitor Center. Our community spaces are important to quality of life, workforce retention, economic development, and healthy lifestyles. As a board representative, I look forward to helping maintain, support, expand, and promote these valuable resources.

This appointment would strongly support the collaboration and develop the partnership between Tourism and the recreation opportunities in Menomonie.

BUDGET TRANSFER REQUEST FORM

TRANSFER TO:

AMOUNT: \$7,161.71

ACCOUNT TITLE AND NUMBER: MAYOR 01.51320

LINE-ITEM NAME AND EXTENSION: Computer/Printer-New/Update .714

TRANSFER FROM:

ACCOUNT TITLE AND NUMBER: Contingency 01.60000

LINE-ITEM NAME AND EXTENSION: Fund .699

REASON: The printer/copier/scanner at City Hall is nearing the end of its life, and the Administration is requesting permission to transfer funds from the Contingency Account to the Mayor Account to purchase a replacement for \$7,161.71.



Authorized Signature

October 3, 2024

Date

Date: 9/12/2024

Admin Upgrade

Quotation for: CITY OF MENOMONIE
800 WILSON AVE
MENOMONIE, WI 54751

Location: 800 WILSON AVE
MENOMONIE, WI 54751

| | |
|-----------------------------|--|
| Model | RICOH IMC4510-RIC 45PPM COLOR COPIER (419320) |
| Standard Description | Mainframe includes standard 10.1" Keyless Smart Operation Panel, 220-Sheet SPDF, Duplex, 2 x 550-Sheet Paper Trays, 100-Sheet Bypass Tray, Drums, Developer, Color Scanning and Printing, USB Host Interface, Gigabit Ethernet, PostScript3 Emulation, PDF Direct Print, Machine Data Encryption, Scan to/Print From USB, 4GB RAM (Mainframe) & 4GB RAM (Panel) & 256GB SSD. Envelope feeding via standard 2nd paper drawer & bypass tray. These models units have not been Common Criteria certified. |

| | |
|-------------------------|---|
| Included Options | <input checked="" type="checkbox"/> RICOH PAPER FEED UNIT PB3320 2 X 550 SHEET (419365), REPLACED WITH 423699 <input checked="" type="checkbox"/> RICOH FINISHER SR3320 1000 SHEET (419399) <input checked="" type="checkbox"/> RICOH BRIDGE UNIT BU3100 (419381) <input checked="" type="checkbox"/> INNOVOLT 15A/120V SURGE PROTECTOR <input checked="" type="checkbox"/> A3 MFD OR SCAN DEVICE INSTALL/ TRAINING <input checked="" type="checkbox"/> A3 MFD DELIVERY/SETUP <input checked="" type="checkbox"/> RICOH TONER BOTTLE LOCK TYPE M52 (419420) |
|-------------------------|---|

Total Recommended System Purchase Price **\$7,161.71** ____ Accept [please initial]

| | |
|---------------------------------------|--|
| Maintenance & Service Plan | <p>This agreement includes a Cost Per Copy rate All B/W pages will be billed at \$0.007200. All Color pages will be billed at \$0.054600.</p> <p>Includes all parts, labor, travel. Drums and toner are included. Staples are not included.</p> <p>If applicable, this agreement will be added to any existing maintenance and service plan with EO Johnson. For exceptions, please explain.</p> <p style="text-align: center;">**Terms and conditions for maintenance agreement on next page.</p> |
|---------------------------------------|--|

When signed, this quotation becomes an order for the total recommended system plus any checked optional accessories. Quote is valid for 30 days.

Quotation Approval

| | | | | |
|-------------------|--|----------------|------|--|
| Name | | | Date | |
| Title | | | | |
| Email | | | | |
| PO# | | Tax ID# (FEIN) | | |
| Tax Exempt Status | | Tax Exempt # | | |
| Signature | | | | |



Submitted by:

Colin Swiler
Account Executive - Imaging
cswiler@eojohnson.com
+17155981617

E. O. Johnson Business Technologies agrees, subject to the terms and conditions hereof, to:

Perform all maintenance and inspections of the equipment at intervals which are consistent with that recommended by the manufacturer. Support will include to clean, lubricate, adjust, or repair equipment as needed for optimal performance.

Replace all worn, defective or damaged parts without charge, providing that such parts have not been subject to a damaged condition caused by fire, flood, vandalism, misuse or negligent conduct on the part of the customer, its agent or third parties.

Provide service under this agreement as required by the Customer during EOJ's normal business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except holidays).

TERMS FOR MAINTENANCE AGREEMENT

- SUPLIES** - Many items are considered supplies, however, only supplies identified on the front of this contract are included. If the customer fails to use manufacturer approved supplies and damage is caused, the customer agrees to pay the non-contract rates for replacement parts and labor to repair such damage. EOJ reserves the right to charge for excessive toner consumed based on the manufacturer yield expectations using the industry standard average of 6% coverage for black and up to 20% coverage for color. Toner remains the property of EOJ until fully consumed.
- LIABILITY** - EOJ shall not be responsible for: (1) failure to perform its maintenance obligation due to strikes, fire, flood and other causes beyond its control, (2) accidents to or caused by the equipment, (3) service or parts when anyone other than the EOJ has worked on the equipment, (4) equipment damage due to misuse or negligence by the Customer.
- CONTRACT DOES NOT INCLUDE** service support when equipment is operated outside of manufacturer recommended specifications. This contract also does not cover service calls related to: updating print drivers, loading additional drivers on new computers / upgraded computers, or troubleshooting print related problems. This contract does not cover network hardware, computers, switches, operating systems, third party software programming or additional training after initial install unless included in this document. Support for these items and services are all billable events at normal non-contract rates.
- MINIMUM QUARTERLY CHARGE** - A minimum quarterly charge of \$60 (sixty dollars) per device covered under this agreement shall apply to click-only contracts.
- TAXES** - Maintenance charges, zone / travel charges, labor and parts are subject to state and local taxes.
- EQUIPMENT TRANSPORTATION** - EOJ is not liable for transportation damages or loss of equipment in the event the Customer moves the equipment or contracts with a third party to move the equipment. Customer agrees to pay for any damages incurred from moving the equipment.
- INDEMNITY** - EOJ is not responsible for any losses or injuries caused by the installation or use of the equipment under contract. Customer assumes and bears the risk of loss or damage to the equipment. If the equipment is lost or damaged, the Customer agrees to replace the equipment or pay for repairs or replacement.
- AFTER HOURS SERVICE** - Normal business hours are from 8:00 a.m. until 5:00 p.m. Monday through Friday. If the Customer requests service to be performed outside of normal business hours the Customer will pay for such service, including travel time and expenses, at EOJ's established billing rate. EOJ need not provide such service if service personnel are not readily available. To the extent practicable, all service to the equipment provided hereunder shall be provided at the Customer's location as noted on this agreement unless EOJ determines that such service will be better performed at an alternate location.
- ACCEPTANCE** of the agreement is contingent upon being signed and approved by an authorized EOJ representative and an authorized representative of the Customer. Final approval subject to acceptance by EOJ Service Management.
- TERMINATION OF CONTRACT** - The Customer or EOJ has the right to terminate this contract at any time for any reason. In the event the Customer terminates this contract, the unused portion of the contract will be prorated. The credit will be applied to the Customer account for up to one year and can be used for the purchase of hardware or services only. Unused toner in a toner inclusive contract must be returned to EOJ or Customer agrees to pay for the toner at normal retail prices.
- TERMS & RENEWALS** - EOJ will bill the Customer when signed copy of this agreement is received. Terms are net. This agreement will automatically self-renew annually unless prior notice of termination is given by either party. The renewal term is the same as the original term. A yearly increase is usual and customary. By initialing, you agree to this maintenance agreement as stated.

Customer Initials _____

Your Essential Next Step: E-Services



Welcome to world-class customer service!

As part of our commitment to serving you, we want to tell you about an essential next step in ensuring you receive the best in customer care: e-services.

Our e-services offerings ensure you get results fast—at the speed of business. It's our way of providing service that's more secure and efficient, while helping you maximize productivity.

Our electronic services include:

| | |
|-----------------------------------|--|
| Electronic Invoices | Get your invoices electronically. Simply designate the appropriate Accounts Payable representative. |
| EO Johnson Customer Portal | An interactive, mobile-friendly tool that allows you to access real time information on equipment, supply orders, service calls and more. |
| Proactive Services | Get equipment issues diagnosed remotely. With Proactive Services, pre-emptive service notifications will go to our service team, and meter reads and firmware updates are done remotely as well. |
| ACH | Payments will be automatically drawn from your financial account, giving you peace of mind and time for more important tasks. |

Watch for an email from forms@eojohnson.com to start enjoying some of the tools that help make Your Business. Better.

7-Oct-24

2024 Claims

| | <u>Description</u> | <u>Total Invoice</u> | <u>Amt Overdrawn</u> |
|------------------------------|---|----------------------|----------------------|
| AMAZON | GARAGE & SHEDS FIRST AID SUPPLIES | \$21.03 | \$21.03 |
| BAYSIDE PRINTING | WATER UTILITY CUST ACCTS & COLL EXP | \$232.55 | \$58.14 |
| CITY TREASURER | WATER & SEWER UTILITY - SEWER, GARAGE AND SHEDS, POOL AND BEACH | \$30,435.78 | \$16,143.37 |
| E O JOHNSON | COMM SERVICES OFFICE EQUIPMENT MAINT CONTRACT | \$227.54 | \$66.60 |
| FASTENAL | STREET SIGNS AND MARKING SIGN POST/BRACKETS/PAINT | \$107.02 | \$107.02 |
| G F L | AIRPORT GARBAGE SERVICE | \$151.13 | \$49.67 |
| MANPOWER | TREASURER WAGES | \$1,517.63 | \$1,517.63 |
| MENOMONIE HARDWARE | WATER MAINT OF SERVICE MATERIAL SUPPLIES | \$24.76 | \$24.76 |
| MONARCH | WATER AMINT OF SERVICES MATERIALS/SUPPLIES | \$1,933.17 | \$229.32 |
| NORTHERN LAKE SERVICE | SEWER FLOW EQUAL CONTRACT SERVICES | \$149.90 | \$149.90 |
| NORTHTOWN FORD | MAYOR VEHICLE ALLOWANCE | \$419.45 | \$419.45 |
| PARAGON DEVELOPMENT SYSTEMS | GENERAL FUND ELECTIONS VOTING MACHINE MAINT | \$12,066.00 | \$7,066.00 |
| PRIMADATE | STORM WATER ADMIN & GEN POSTAGE | \$2,136.35 | \$192.91 |
| STAPLES | COMM SERVICES CUSTOM OFFICE SUPPLIES, GARAGE & SHEDS FIRST AID SUPPLIES | \$79.58 | \$79.58 |
| STERLING WATER | SEWER LAB OPER SUPPLIES CONTRCT REPAIRS | \$523.90 | \$523.90 |
| UNITED STATES POSTAL SERVICE | PLAN COMMISSION CUSTOM OFFICE SUPPLIES | \$19.32 | \$16.68 |
| VIKING ELECTRIC | STREET LIGHTING REPAIR CITY OWNED LIGHTS | \$689.00 | \$689.00 |
| WELD RILEY | GENERAL FUND COUNCIL ATTORNEY | \$3,078.50 | \$3,078.50 |
| WISCONSIN PUMP WORKS | SEWER MAINT OF LIFT STATIONS CONTRACT REPAIRS | \$2,367.33 | \$2,367.33 |
| | Total | \$56,179.94 | \$32,800.79 |

2024 Parking Utility Claims

| | <u>Description</u> | <u>Total Invoice</u> |
|------------------------------|--|----------------------|
| CITY TREASURER | JUL-AUG EXPENSES 2024, WATER AND SEWER UTILITY | \$1,998.43 |
| MENOMONIE HARDWARE | WATER FLOWERS SUPPLIES | \$5.18 |
| AUTO VALUE | STARTER SOLENOID | \$40.17 |
| UNITED STATES POSTAL SERVICE | POSTAGE | \$2.07 |
| | Parking Total | \$2,045.85 |

10-3-24

LICENSES – October 7, 2024

LICENSE YEAR – 2024-2025

MOBILE FOOD ESTABLISHMENT:

Nichols Nibbles – 206 Chestnut St, Knapp, WI 54749