



City of Onalaska Meeting Notice

COMMITTEE/BOARD: Common Council
DATE OF MEETING: July 14, 2020 (Tuesday)
PLACE OF MEETING: City Hall – 415 Main Street (Common Council Chambers)
TIME OF MEETING: 7:00 P.M.

This meeting is being conducted via remote conferencing software due to a State of Emergency. Members of the public may call to listen in and provide public input at:

Meeting Link: <https://zoom.us/j/95547705777?pwd=dWVjUmcwckcrM2Vud0VoQkdIZSsxZz09>

- **Phone Number: 1-312-626-6799**
- **Meeting ID: : 955 4770 5777**
- **Password: 54650**

PURPOSE OF MEETING

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Rules of the City of Onalaska Common Council and its Sub Committees – Harassment Free Forum
4. **PUBLIC INPUT: (limited to 3 minutes / individual)**
5. **REPORT FROM THE MAYOR:**
 - A. Community Update on COVID-19
 - B. Census Update
 - C. Proclamation Acknowledging The Midwest Renewal Association’s Group Buy Solar Program
 - o City of Onalaska Co-Host Solar Power Hour on July 29, 2020 from 11-12 pm (via zoom)
 - D. Proclamations in recognition of city staff retirements
 1. Cari Burmaster
 2. Calvin King
 3. Cindy Genz

NOTICES MAILED TO:

*Mayor Kim Smith

 *Ald. Tom Smith

 *Ald. Jim Olson

 *Ald. Dan Stevens

 *Ald. Diane Wulf

 *Ald. Steven Nott

 *Vacant

 City Attorney City Administrator

 Dept Heads La Crosse Tribune

 Coulee Courier

 WKTY WLXR WLAX WKBT WXOW

Justin Swartling

 Clinton Kanieski

 Lori Kopecky

 Adam Kirchner

Onalaska Public Library Onalaska Omni Center

*Committee Members

Date Mailed & Posted: 7-9-2020

In compliance with the Americans with Disabilities Act of 1990, the City of Onalaska will provide reasonable accommodations to qualified individuals with a disability to ensure equal access to public meetings provided notification is given to the City Clerk within seventy-two (72) hours prior to the public meeting and that the requested accommodation does not create an undue hardship for the City

- E. Acknowledgment of swearing in of city employees:
 - 1. Troy Gudie, Fire Chief
 - 2. JoAnn Marcon, City Clerk
- F. Guidelines for requests for Mayoral Proclamations
- G. Appointment of Amber Pfaff, 609 Gilster Street, Onalaska, to Plan Commission
- H. Appointment of JoAnn Marcon to Onalaska City Clerk

RECOMMENDATIONS FOR APPROVAL AND/OR POSSIBLE ACTION FROM THE FOLLOWING COMMITTEES/COMMISSIONS BOARDS: All items listed under the consent agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a council member requests removal, in which event the item will be removed from the consent agenda and considered in the order of business in the non-consent agenda.

6. **Consent Agenda**

- A. Approval of minutes from the previous meeting(s)

FINANCE COMMITTEE

- B. Accept 2020 Omni Center Financials
- C. Accept 2020 General Fund Financials
- D. Approval of a non-budgeted City department expenditure in the Equipment Replacement Fund to purchase 3 refurbished DS-200 voting machines not to exceed \$12,420 with potential reimbursement through the CARES grant for COVID related expense
- E. Approval of a non-budgeted City department expenditure in the Equipment Replacement Fund to purchase 18 single station voting booths not to exceed \$3,128.35 with potential reimbursement through the CARES grant for COVID related expenses
- F. Approval of contractual services for Information Technology computer support for the balance of 2020 from silver level support to gold level support.

JUDICIARY COMMITTEE

- G. Approval of **Ordinance 1673-2020** to rezone parcel located in Section 02, Township 16, Range 7 in the City of Onalaska, La Crosse County Wisconsin from High Density Residential (R-4) to Low Density Residential (R-1)

ADMINISTRATIVE COMMITTEE

- H. Approval of Operator's Licenses as listed on report dated July 13, 2020
- I. Approval of Change of Agent for Kwik Trip #350, 9421 State Road 16, Onalaska to Megan L. Giddings
- J. Approval of Special Events Permit for Market in the Park Event, July 18, August 8 and September 12, 2020 from 8am-3pm at Van Ripper Park Aquatic Center parking lot

BOARD OF PUBLIC WORKS

- K. Approval of Green Coulee Road Intersection Project Plat of Right of Way and Relocation Order
- L. Approval of Change Order #2 for 6th and Quincy Lift Station Project in the amount of \$14,598.30
- M. Approval of Change Order #2 for Crestwood Booster Station Project in the amount of \$34,479.59
- N. Approval of quote from Philips Outdoor Services for Great River Landing Fencing Project in the amount of \$18,656
- O. Approval of Change Order #4 for Public Works Facility addition project in the amount of \$13,343.79
- P. Approval of Development Agreement with Scannel Properties for traffic signal installation at State Trunk Highway 16 and Emerald Valley Drive East

PLAN COMMISSION

- Q. Conditional Use Permit request filed by Lori Kopecky of Wireless Planning, LLC of 2310 Mill Street, New London, WI 54961 on behalf of Atkinson Properties LLC, 1109 Venture Place, Onalaska, WI 54650 and wireless carrier US Cellular, to replace six (6) existing antennas with six (6) new antennas and install nine (9) additional Remote Radio Units (RRU) and replacing / adding ancillary equipment to the existing telecommunications tower located at 1109 Venture Place, Onalaska, WI 54650. (Tax Parcel # 18-2401-0) (For Information Only)
- R. Review and Consideration of a Final Implementation Plan to create the Eagle Business Condo Association Planned Unit Development (PUD) application filed by Adam Kirchner, Eagle Business Condo Association, 200 Mason Street #6, Onalaska, WI 54650 on behalf of the Eagle Business Condo Association, 200 Mason Street, Onalaska, WI 54650 for the parcel at 200 Mason Street, Onalaska:

200 Mason Street - Unit 1	200 Mason Street Unit 11
200 Mason Street - Unit 2	200 Mason Street Unit 12
200 Mason Street - Unit 3	200 Mason Street Unit 13
200 Mason Street - Unit 4	200 Mason Street Unit 14
200 Mason Street - Unit 5	200 Mason Street Unit 15
200 Mason Street - Unit 6	200 Mason Street Unit 16
200 Mason Street - Unit 7	200 Mason Street Unit 17
200 Mason Street - Unit 8	200 Mason Street Unit 18
200 Mason Street - Unit 9	200 Mason Street Unit 19
200 Mason Street Unit 10	200 Mason Street Unit 20

UTILITIES COMMITTEE

- S. Approval of Onalaska-Holmen-West Salem Shared Ride Program of Projects Budget for 2020
- T. Approval of Shared Ride Financials

JOINT MUNICIPAL COURT COMMITTEE

- U. Accept 2020 Joint Municipal Court Financials
- V. Accept Joint Municipal Court report regarding forfeitures/court costs
- W. Accept Quarterly report containing cases not dismissed

Non-Consent Agenda

7. **RECAP ITEMS PULLED FROM THE CONSENT AGENDA**

8. **FINANCE COMMITTEE**

- A. Vouchers
- B. **Resolution 30-2020** - Onalaska is Essential - Support of Fair, Direct Federal Emergency Support to Reopen and Rebuild Local American Economies
- C. **Resolution 31-2020** - For the Authorization of Expense Reimbursement Submittal for Routes to Recovery Grant
- D. School / Police Liaison Officer Agreement between City of Onalaska and Onalaska School District for the 2020 / 2021 school year
- E. Review and consideration of partially non-budgeted telephone system replacement at City Hall, Omni Center and Public Works Facility with potential partial reimbursement through the CARES grant for COVID related expense
- F. Review and consideration of non-budgeted automatic flush valves and faucets at City owned facilities with potential reimbursement through the CARES grant for COVID related expense

9. **PERSONNEL COMMITTEE**
 - A. Discussion and possible action regarding staff vacancies
 - B. Approval of 2020-2022 International Association of Firefighters Local 127 Contract and Memorandum of Understanding
 - C. Discussion and possible action regarding filling budgeted Public Safety position effective October 1, 2020 or later

10. **JUDICIARY COMMITTEE**
 - A. Recommendation and discussion on salary & expenses for Common Council and Mayor
 - B. **Ordinance 1671-2020** – to amend Title 3 of the Code of Ordinances of the City of Onalaska relating to Finance
 - C. **Ordinance 1674-2020** to amend Title 5 of the Code of Ordinances of the City of Onalaska relating to Public Safety

11. **ADMINISTRATIVE COMMITTEE**
 - A. Approval of Change of Agent for Manny’s Mexican Cocina, Inc., 301 Hampton Court, Onalaska to Lynnae Rivera

12. **BOARD OF PUBLIC WORKS**
 - A. Review and consideration of policy for removal or damage to trees on City owned right of ways or lands
 - B. Update regarding 2020 Pavement Project
 - C. Update regarding pick up of used yard waste containers

13. **CLOSED SESSION**
 To consider a motion to convene in Closed Session under Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:
 - Outline for Negotiation and Financing for Potential TID #6
 To consider a motion to convene in Closed Session under Section 19.85(1)(g) of the Wisconsin Statutes for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved:
 - Slip and fall on sidewalk on the 500 block of 2nd Ave S., Onalaska, WI
 If any action is required in Open Session, as the result of the Closed Session, the Common Council will reconvene in Open Session to take the necessary action and/or continue on with the printed agenda.

Adjournment

PROCLAMATION ACKNOWLEDGING THE MIDWEST RENEWAL ASSOCIATION'S GROUP BUY SOLAR PROGRAM

Whereas, Midwest Renewable Energy Association is organizing a Group Solar Buy in La Crosse County, WI between June, 2020 and September, 2020; and

Whereas, a Solar Group Buy program entails volume discounts through competitive selection of a solar installer for the benefit of homeowners, educating homeowners, commercial property owners and others on solar power during a fixed period of time;

Now, Therefore, I, Kim Smith, Mayor of the City of Onalaska, do hereby proclaim the City of Onalaska's support and I endorse the Solar Group Buy project organized by Midwest Renewable Energy Association that will take place between June, 2020 and September, 2020 by:

1. Allowing the use of the City of Onalaska name on promotional materials that state the City as a supporter of this project; and
2. Promoting the project details through e-mail, websites, flyers, social media, public access TV and other means as appropriate; and
3. Reviewing the solar installation permitting process for City of Onalaska Group Buy participants; and
4. Allowing educational sessions (Power Hours) to be held at City facilities, as available.

Seal:
Attest:



Kim Smith, Mayor
City of Onalaska



Caroline Burmaster, City Clerk



Grow Solar La Crosse

Grow Solar La Crosse is a group purchasing program for residential and other small-scale solar. Offered by the City and County of La Crosse and the Midwest Renewable Energy Association (MREA), homeowners throughout La Crosse County may participate in this program to pool their buying power and secure significant discounts that make installing solar more affordable for your home or property.



 Follow Grow Solar La Crosse on Facebook

Next Steps

Start by attending a free, virtual Solar Power Hour (no in-person sessions will be offered this year). Our free, one-hour long information session teaches you the basics of solar, its financial implications for your household, and how the Grow Solar program works. Then, get a free, safe, no obligation site assessment from our installer, Solar Connection. You have until September 30, 2020 to decide whether to get solar through the program.

SOLAR POWER HOURS

(All are FREE, VIRTUAL, and open to the public!)

7/16 Thursday 3:00-4:00 PM **Solar Power Hour on Zoom** (click to register) Co-hosted by the Sustainability Institute

7/20 Monday 5:30-6:30 PM **Solar Power Hour on Zoom** (click to register) Co-hosted by the Coulee Region Sierra Club

7/29 Wednesday 11:00-12:00 PM **Solar Power Hour on Zoom** (click to register) Co-hosted by the City of Onalaska

8/6 Thursday 3:00-4:00 PM **Solar Power Hour on Zoom** (click to register)

8/10 Monday 6:00-7:00 PM **Solar Power Hour on Zoom** (click to register)

8/19 Wednesday 11:00-12:00 PM **Solar Power Hour on Zoom** (click to register)

8/27 Thursday 6:00-7:00 PM **Solar Power Hour on Zoom** (click to register)

9/10 Thursday 3:00-4:00 PM **Solar Power Hour on Zoom** (click to register)

Mayoral Proclamation Guidelines

Mayor Kim Smith issues proclamations in the City of Onalaska pursuant to the following guidelines:

Recipients.

Individual recipients must currently or have previously resided in, or been involved with, the City of Onalaska.

Organizational recipients must be located in or have made a substantial contribution to the City or have a substantial number of Onalaska resident members or employees.

Purpose.

The Mayor reserves the right to issue or not issue a proclamation for any reason or any occasion; however, the Mayor will typically issue a proclamation for:

- Cultural, social or historic event with significance to the City of Onalaska
- Extraordinary achievements by a community member or organization
- Significant contributions to the City of Onalaska by a community member or organization
- Organizational milestone anniversaries of 10 years or more
- Retirement of an individual who has made a significant contribution either to the City of Onalaska or to a nonprofit, religious or community organization
- Milestone birthdays of 75 years or more
- Lifetime recognition of people with terminal illnesses
- Posthumous recognitions

Form of Proclamation.

Original signed proclamations will be provided to the requesting party. With adequate time, a proclamation will be mailed; otherwise, the requesting party must pick-up the proclamation at City Hall. On some occasions, **at the Mayor's discretion**, the Mayor may read the proclamation at the event or during a monthly Common Council meeting.

Requests.

A request for a proclamation must be submitted in writing and received at City Hall at least three weeks in advance of the applicable date. The Mayor may waive the three-week requirement (e.g., if the recipient is in grave physical condition). The request should include:

- Background information about the person or organization, suggested wording (although the Mayor will put it in her preferred wording) and event details
- Date to be proclaimed
- Date proclamation is needed
- Contact person

Send requests:

By email:

ksmith@onalaskawi.gov with a copy to jmarcon@onalaskawi.gov

Subject: Proclamation Request

OR

By mail:

City of Onalaska
Attn: Mayor's Office/Proclamations
415 Main Street

Onalaska, Wisconsin 54650



AMBER PFAFF

#5-G

609 Gilster St Onalaska, WI 54650 | (608)797-1778
amham223@gmail.com

EXPERIENCE

Amber & Amethyst

Owner and Founder September 2017 to present

Manage daily business, client scheduling, marketing

Track inventory, purchase merchandise, work with wholesalers

Provide services to customers, coordinate with other practitioners, teach classes

Foremost Farms USA

Sanitation Production Supervisor August 2017 to present

Supervise 5 employees on second shift, 3 on third shift

Oversee plant sanitation process

Track inventory and order supplies

Great Lakes Cheese- La Crosse, WI February 2016 to August 2017

Production Supervisor

Supervise 100 employees, including line attendants, machine operators, and leads

Ensure quality product by enforcing GMP and HACCP procedures

Make quick production decisions, coordinate training, create schedules

Ashley Furniture- Arcadia, WI September 2009 to February 2016

Assembly Supervisor

Supervise up to 32 employees in an incentive based environment

Implement and practice LEAN/Six Sigma to improve processes

Track production and quality, relay information to management and team

Casegoods Trainer

Train new employees how to use tools safely and effectively

Teach Ashley building standards and quality

Supervise lines as necessary

EDUCATION

Western Technical College, LaCrosse, WI – General studies 2008-2009

West Salem High School class of 2008

Better Process Cheese School- University of Wisconsin-Madison

Achieve Global / Servant Leadership

CPR/AED and First Aid Certified

LEADERSHIP ROLES

Orientation facilitator

Safety committee

Supervisor mentor

From: Amber Pfaff <amham223@gmail.com>
Date: July 1, 2020 at 1:06:24 PM CDT
To: "Smith, Kim" <ksmith@onalaskawi.gov>
Subject: Amber Pfaff Bio- Committee Submisstion

Amber attended West Salem High School where she participated in FFA and was elected to the offices of Treasurer and President. She graduated in 2008 and then attended Western Technical College.

After Western Tech she started working at Ashely Furniture and was later promoted to Supervision. There she gained a passion for Continuous Improvement ideals and utilizes them in her work and home life constantly. Amber is currently employed at Foremost Farms in Sparta as a Production/Sanitation Supervisor. In 2017 she opened her own Holistic Health center called Amber & Amethyst. The business is located on Sand Lake Road in Onalaska. Amber works there part time along with 2 other Reiki practitioners and a massage therapist.

She married her husband Casey Pfaff in 2012 and they have 2 children together- Sebastian, age 4 years, and Sullivan, age 3 weeks. They have lived in Onalaska since 2015, and have been LaCrosse County residents for over 20 years.

Amber strives to make the most out her community and do what she can to positively impact her neighbors. When the Covid-19 pandemic hit she took it upon herself to sew and donate over 1000 cloth face masks. These were donated to local organizations like nursing homes, homeless shelters, hospitals, and more. For this she was featured on News 8 along with video tutorials on mask sewing techniques she created in hopes to inspire others to sew and donate as well.

ORDINANCE NO. 1673-2020

AN ORDINANCE TO REZONE PARCEL LOCATED IN SECTION 02, TOWNSHIP 16, RANGE 7 IN THE CITY OF ONALASKA, LA CROSSE COUNTY WISCONSIN FROM HIGH DENSITY RESIDENTIAL (R-4) TO LOW DENSITY RESIDENTIAL (R-1)

THE COMMON COUNCIL OF THE CITY OF ONALASKA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. The zoning map which is adopted as part of Section 13.02.12 of the Unified Development Code of the City of Onalaska is hereby amended to rezone the parcel described below from High Density Residential (R-4) to Low Density Residential (R-1).

Parcel is more particularly described as:

Parcel Address: 606 Marcou Road
Computer Number: 18-3566-403
Section 02, Township 16, Range 07,

CERTIFIED SURVEY MAP NO. 125 VOL 10 LOT 1 DOC NO. 1334845

SECTION II. The office of the City Engineer is hereby directed to make the above-described zoning changes on the official City of Onalaska zoning map.

SECTION III. This Ordinance shall take effect and be in force from and after its passage and publication.

Dated this 14th day of July, 2020.

CITY OF ONALASKA

By: _____
Kim Smith, Mayor

By: _____
JoAnn Marcon, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1673- 2020
606 Marcou Rd Rezoning

Please route in this order

Eric Rindfleisch, Administrator



(signature)

- No Fiscal Impact
- Budgeted Item
- Will need \$ _____ for _____ to meet the requirements of this ordinance.

Jarrod Holter, City Engineer

 6-22-20

(signature)

- No Fiscal Impact
- Budgeted Item
- Will need \$ _____ for _____ to meet the requirements of this ordinance.

Charles Ashbeck, Chief of Police

 6-22-20

(signature)

- No Fiscal Impact
- Budgeted Item
- Will need \$ _____ for _____ to meet the requirements of this ordinance.

Troy Gudie, Interim Fire Chief

 6-30-20

(signature)

- No Fiscal Impact
- Budgeted Item
- Will need \$ _____ for _____ to meet the requirements of this ordinance.

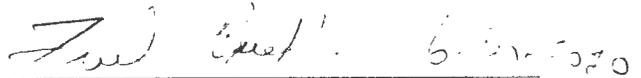
Dan Wick, Parks & Rec Director



(signature)

- No Fiscal Impact
- Budgeted Item
- Will need \$ _____ for _____ to meet the requirements of this ordinance.

Fred Buehler, Financial Services Director

 6-22-20

(signature)

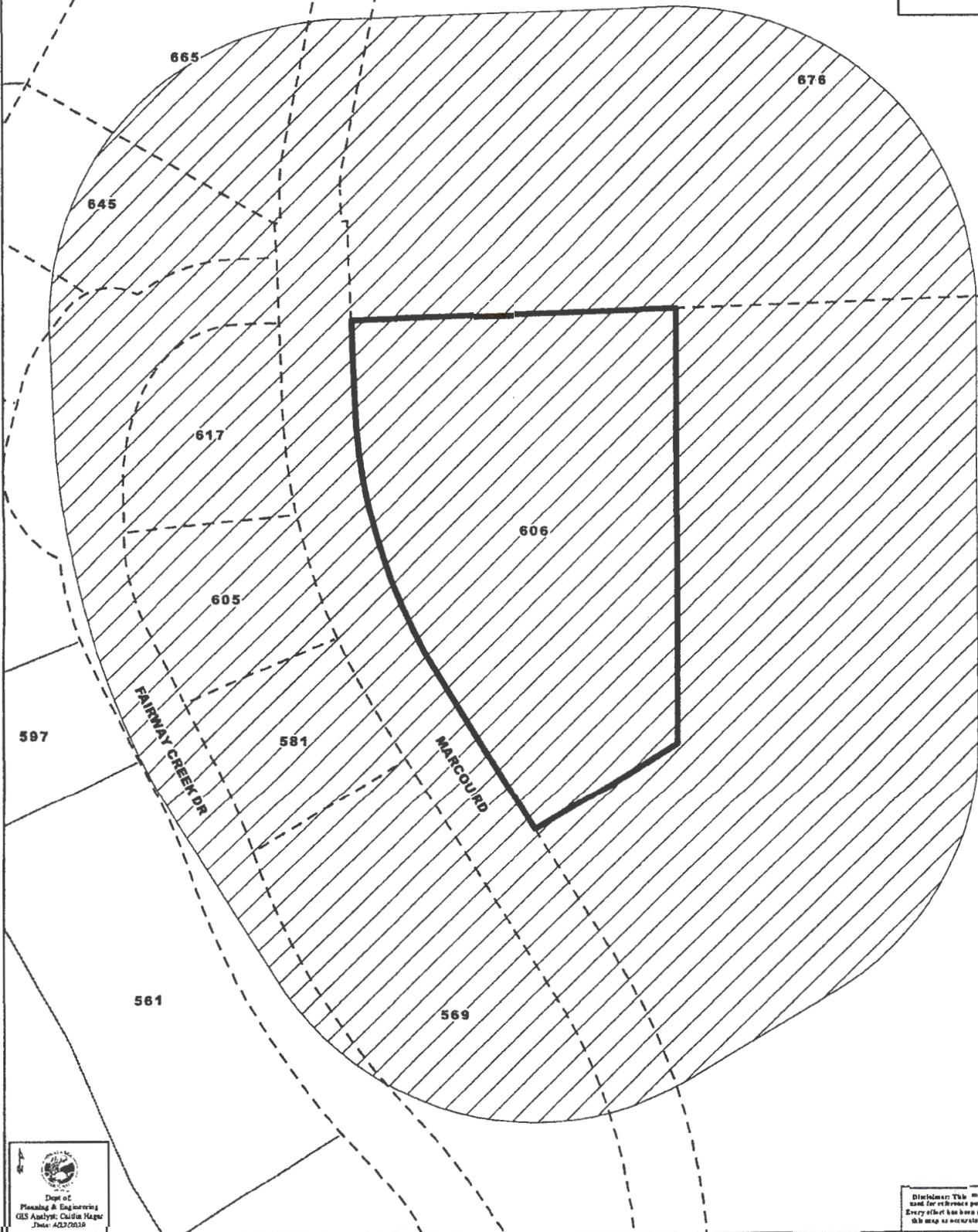
- No Fiscal Impact
- Budgeted Item
- Will need \$ _____ for _____ to meet the requirements of this ordinance.

1 in = 113 ft

Properties within 250 ft of 18-3566-403

Legend

- Address
- 18-3566-403
 - 250 ft
 - Parcels within 250ft
 - Parcels



597

561

569

Dept of
Planning & Engineering
GIS Analyst: Chalisa Hagar
June 4/27/2009

Disclaimer: This map is to be used for reference purposes only. Every effort has been made to make this map as accurate as possible.

PACKET: 03263 License Packet Operators - June/July

SEQUENCE: License #

#6-H

ID	PERIOD	NAME	LICENSE CODE
00056	7/01/20- 6/30/22	ARNOLD LAURIE	OPRATOR OPERATORS - 2 YEAR
00103	7/01/20- 6/30/22	JOHNSON COLETTE	OPRATOR OPERATORS - 2 YEAR
00108	7/01/20- 6/30/22	WOODEN URIAH	OPRATOR OPERATORS - 2 YEAR
00173	7/01/20- 6/30/22	SOBKOWIAK PAUL	OPRATOR OPERATORS - 2 YEAR
00281	7/01/20- 6/30/22	MADSEN MARK	OPRATOR OPERATORS - 2 YEAR
00325	7/01/20- 6/30/22	REPS COZETTE	OPRATOR OPERATORS - 2 YEAR
00344	7/01/20- 6/30/22	LARSON MICHELLE	OPRATOR OPERATORS - 2 YEAR
00428	7/01/20- 6/30/22	HAGEL BRENDA	OPRATOR OPERATORS - 2 YEAR
00546	7/01/20- 6/30/22	PEDRETTI SUSAN	OPRATOR OPERATORS - 2 YEAR
01114	7/01/20- 6/30/22	HENKE MICHAEL J	OPRATOR OPERATORS - 2 YEAR
01699	7/01/20- 6/30/22	OELKE ELIZABETH	OPRATOR OPERATORS - 2 YEAR
02823	7/01/20- 6/30/22	SLUSSER NICK	OPRATOR OPERATORS - 2 YEAR
03035	7/01/20- 6/30/22	BRIGHT LOIS	OPRATOR OPERATORS - 2 YEAR
03123	7/01/20- 6/30/22	BUSWELL KEITH	OPRATOR OPERATORS - 2 YEAR
03986	7/01/20- 6/30/22	HAUSER CATHI	OPRATOR OPERATORS - 2 YEAR
04253	7/01/20- 6/30/22	COX JENNA	OPRATOR OPERATORS - 2 YEAR
04350	7/01/20- 6/30/22	MUSSELMAN GABRIEL O	OPRATOR OPERATORS - 2 YEAR
04487	7/01/20- 6/30/22	DICKSON MONICA	OPRATOR OPERATORS - 2 YEAR
04493	7/01/20- 6/30/22	BROWN ANDREW	OPRATOR OPERATORS - 2 YEAR
04552	7/01/20- 6/30/22	PARADISE PATRICK	OPRATOR OPERATORS - 2 YEAR
04647	7/01/20- 6/30/22	MEYERS KRISTEN	OPRATOR OPERATORS - 2 YEAR
04719	7/01/20- 6/30/22	HAYTER ROBERT	OPRATOR OPERATORS - 2 YEAR
04812	7/01/20- 6/30/22	FARMER JAY	OPRATOR OPERATORS - 2 YEAR
05245	7/01/20- 6/30/22	SANDS JAKOB	OPRATOR OPERATORS - 2 YEAR
05256	7/01/20- 6/30/22	SCHWIER DAMIAN	OPRATOR OPERATORS - 2 YEAR
05260	7/01/20- 6/30/22	SULLIVAN TAMRA	OPRATOR OPERATORS - 2 YEAR
05327	7/01/20- 6/30/22	GALLOGHER JACQUELINE	OPRATOR OPERATORS - 2 YEAR
05397	7/01/20- 6/30/22	HOLWEGER ALISON	OPRATOR OPERATORS - 2 YEAR
05441	7/01/20- 6/30/22	VOIGTSCHILD JUSTIN	OPRATOR OPERATORS - 2 YEAR
05493	7/01/20- 6/30/22	DRURY KENNETH	OPRATOR OPERATORS - 2 YEAR
05498	7/01/20- 6/30/22	MOSS DANIEL	OPRATOR OPERATORS - 2 YEAR
05516	7/01/20- 6/30/22	WARNKE RACHEL	OPRATOR OPERATORS - 2 YEAR
05653	7/01/20- 6/30/22	FRIES EMMA	OPRATOR OPERATORS - 2 YEAR
05681	7/01/20- 6/30/22	DREGNE BRITTANY	OPRATOR OPERATORS - 2 YEAR
05695	7/01/20- 6/30/22	KEENEY SCOTT	OPRATOR OPERATORS - 2 YEAR
05720	7/01/20- 6/30/22	MILLER CASEY	OPRATOR OPERATORS - 2 YEAR
05753	7/01/20- 6/30/22	BOLTON SABRINA	OPRATOR OPERATORS - 2 YEAR
06168	3/10/20- 6/30/22	BAKALARS PATRICIA	OPRATOR OPERATORS - 2 YEAR
06304	6/26/20- 6/30/22	ROSS DENA	OPRATOR OPERATORS - 2 YEAR
06309	6/26/20- 6/30/22	SHELL ADDISON	OPRATOR OPERATORS - 2 YEAR
06327	6/26/20- 6/30/22	PESIRI CARMELA	OPRATOR OPERATORS - 2 YEAR
06374	6/10/20- 6/30/21	PRETASKY MEGAN	OPRATOR OPERATORS - 2 YEAR
06375	6/30/20- 6/30/22	RAND CANDISE	OPRATOR OPERATORS - 2 YEAR
06376	7/01/20- 6/30/22	KLOSS ALYSSA	OPRATOR OPERATORS - 2 YEAR
06381	6/12/20- 6/30/22	DEPOOLE ALLISON	OPRATOR OPERATORS - 2 YEAR
06392	6/22/20- 6/30/22	HENSEL-WRIGHT HEIDI	OPRATOR OPERATORS - 2 YEAR
06398	7/01/20- 6/30/22	RIVERA FILIBERTO	OPRATOR OPERATORS - 2 YEAR
06399	7/01/20- 6/30/22	RIVERA LYNNAE	OPRATOR OPERATORS - 2 YEAR
06400	7/01/20- 6/30/21	JOHNSON MICHELLE	OPRATOR OPERATORS - 1 YEAR
06401	7/01/20- 6/30/22	TRUSSONI NICOLE	OPRATOR OPERATORS - 2 YEAR

PACKET: 03263 License Packet Operators - June/July

SEQUENCE: License #

ID	PERIOD	-----NAME-----		LICENSE CODE
06402	7/02/20- 6/30/22	ELLENZ	JASIN	OPRATOR OPERATORS - 2 YEAR
06404	7/08/20- 6/30/22	PETERSON	AUSTIN	OPRATOR OPERATORS - 2 YEAR
06405	7/08/20- 6/30/22	NICOLAI	ELLA	OPRATOR OPERATORS - 2 YEAR
06408	7/09/20- 6/30/21	PORATH	ELIZABETH	OPRATOR OPERATORS - 1 YEAR
06409	7/09/20- 6/30/22	ALLEN	TERRISA	OPRATOR OPERATORS - 2 YEAR
06410	7/09/20- 6/30/22	GUEPFER	MAKENNA	OPRATOR OPERATORS - 2 YEAR
06413	7/13/20- 6/30/21	NEWMAN	CONNIE	OPRATOR OPERATORS - 2 YEAR
06414	7/13/20- 6/30/21	EILERS	MELISSA	OPRATOR OPERATORS - 2 YEAR

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into this ____ day of July, 2020, by and between the City of Onalaska, a municipal corporation of the State of Wisconsin, located in La Crosse County, Wisconsin (the “City”) and Scannel Properties, LLC, a limited liability company organized and existing under that laws of the State of Wisconsin (the “Owner”).

WITNESSETH:

WHEREAS, the Owner is developing real property in the City of La Crosse, namely a Fed Ex Distribution site located on Berlin Drive in the City of La Crosse (the “Property”) which is described on Exhibit A hereto;

WHEREAS, as part of the development Owner intends to install a traffic signal at the intersection of Emerald Drive East and State Highway 16 (the “Addition”) which is described on Exhibit B hereto, and such traffic signal would be located in the City of Onalaska within Wisconsin Department of Transportation right-of-way;

WHEREAS, the Owner seeks the cooperation of the City of Onalaska in filing the necessary Department of Transportation permits for the installation of the traffic signal;

WHEREAS, City of Onalaska believes that a traffic signal at the aforementioned intersection will benefit the City of Onalaska and help with traffic control measures;

NOW, THEREFORE, in consideration of the promises and conditions hereinafter contained, it is hereby agreed as follows:

ARTICLE I
REPRESENTATIONS, COVENANTS AND AGREEMENTS

1.01 Representations, Covenants, and Agreements by the City. The City represents, covenants and agrees, as follows:

- (A) The City is a municipal corporation duly organized and existing under the laws of the State of Wisconsin.
- (B) Following entry into this Agreement and receipt of the Performance Bond as outlined in 1.02 below and the City of Onalaska will apply for the necessary permitting for the traffic signal from the State of Wisconsin.

- (C) The City has been duly authorized to enter into this Agreement and to perform the terms hereof.

1.02 Representations, Covenants, and Agreements by the Owner. The Owner makes the following representations, covenants, and agreements:

- (A) Owner shall provide the City guarantee for improvements in the following form: A performance bond shall be furnished to the City by the Owner issued by an entity which has been approved, in writing, by the City and in a form approved by the City for 105% of the total cost of the traffic signal improvements including but not limited to construction, sidewalk, utilities, etc. until such time as the Wisconsin Department of Transportation (WI DOT) accepts the traffic signal. Upon confirmation of acceptance by the WI DOT, the City will release the performance bond.
- (B) Owner shall make arrangements for all necessary inspections to be conducted by the City;

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and by its Mayor and the Owner has caused this Agreement to be duly executed in its name on behalf of its Managing Member, on or as of the day first above written.

CITY OF ONALASKA

SCANNEL PROPERTIES, LLC

By: _____

Name: Kim Smith

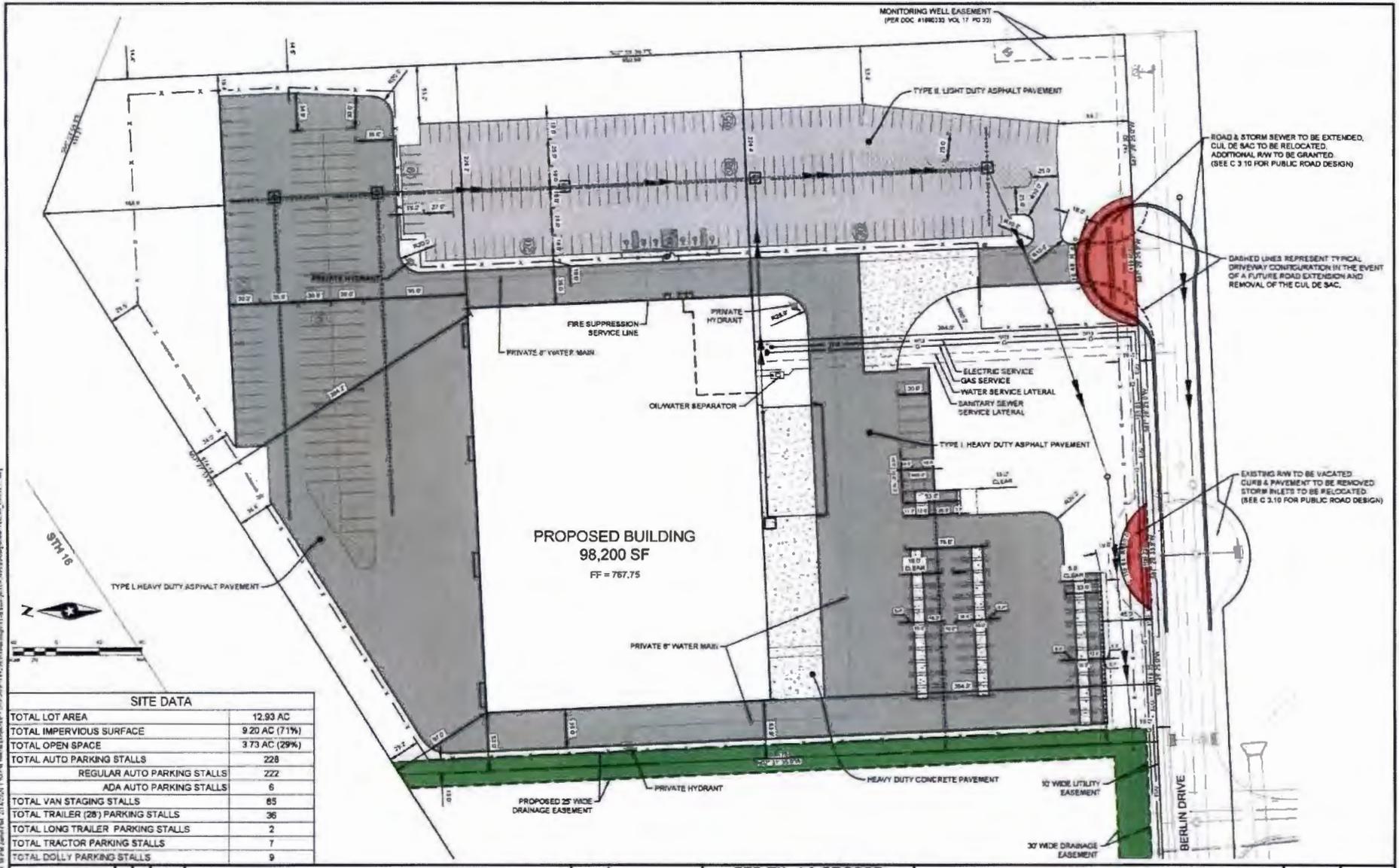
Title: Mayor

By: _____

Name:

Title:

**EXHIBIT A
SITE PLAN OF DEVELOPMENT PROPERTY**



ROAD & STORM SEWER TO BE EXTENDED. CUL DE SAC TO BE RELOCATED. ADDITIONAL R/W TO BE GRANTED. (SEE C 3.10 FOR PUBLIC ROAD DESIGN)

DASHED LINES REPRESENT TYPICAL DRIVEWAY CONFIGURATION IN THE EVENT OF A FUTURE ROAD EXTENSION AND REMOVAL OF THE CUL DE SAC.

EXISTING R/W TO BE VACATED. CURBS & PAVEMENT TO BE REMOVED. STORM INLETS TO BE RELOCATED. (SEE C 3.10 FOR PUBLIC ROAD DESIGN)

SITE DATA

TOTAL LOT AREA	12.93 AC
TOTAL IMPERVIOUS SURFACE	9.20 AC (71%)
TOTAL OPEN SPACE	3.73 AC (29%)
TOTAL AUTO PARKING STALLS	228
REGULAR AUTO PARKING STALLS	222
ADA AUTO PARKING STALLS	6
TOTAL VAN STAGING STALLS	85
TOTAL TRAILER (28') PARKING STALLS	36
TOTAL LONG TRAILER PARKING STALLS	2
TOTAL TRACTOR PARKING STALLS	7
TOTAL DOLLY PARKING STALLS	9

DRAWN BY	RM			
DESIGNER				
CHECKED BY	MP/LJT			
DESIGN TEAM	NO	BY	DATE	REVISIONS



**FED EX - LA CROSSE
DISTRIBUTION CENTER
LA CROSSE, WI**

SITE PLAN

FILE NO.	C 2.00
SCAN#	148294
DATE	03/14/2020
GP #	



#8-B

RESOLUTION NO. 30-2020

**ONALASKA IS ESSENTIAL
SUPPORT OF FAIR, DIRECT FEDERAL EMERGENCY SUPPORT TO REOPEN AND REBUILD
LOCAL AMERICAN ECONOMIES**

WHEREAS, America's cities, towns, and villages face unprecedented threats due to the ongoing COVID-19 pandemic emergency; and

WHEREAS, municipalities are essential to America's economic recovery and without funding support for local governments, municipalities may go from being a critical part of the economic solution, to becoming a major obstacle to long-term stabilization and recovery; and

WHEREAS, America's cities, towns, and villages will experience budgetary shortfalls of up to \$134 billion in fiscal year 2020 alone, and the negative effects of the pandemic emergency on local communities will continue long after this year; and

WHEREAS, three million critical municipal worker jobs are at risk, threatening cuts to basic community services, including 9-1-1 response, sanitation, and maintenance; and

WHEREAS, communities have taken extraordinary measures to protect health, safety, and the continuation of essential services throughout the emergency; and

WHEREAS, the City of Onalaska has expended unanticipated and unbudgeted funds for health and safety-related emergency procurement of provisions, unbudgeted unemployment compensation payments, and has incurred extraordinary, unbudgeted election-related and postage costs;

WHEREAS, the City of Onalaska has suffered significant budget revenue shortfalls due to cancellation of programs, closure of our Omni Center, reduced municipal citations and forfeitures, and reduced room tax tourism revenue;

WHEREAS, America's rural communities, small cities and small towns are struggling just as much as big cities and risk being left behind or wiped out entirely.

WHEREAS, the City of Onalaska Finance Department in connection with the City Administrator and Department Heads are tracking these expenses for reimbursement from the Routes to Recovery grant program.

NOW, THEREFORE, BE IT RESOLVED that the City of Onalaska calls on Congress to allocate fair and direct federal support to all of America's communities, regardless of population size; and



BE IT FURTHER RESOLVED that this funding must be flexible and address not only the additional expenses incurred by communities to respond to the pandemic emergency, but also the dramatic budgetary shortfalls resulting from pauses in commerce, tourism, other economic engines; and

BE IT FURTHER RESOLVED that local governments will ensure federal funds are immediately used to rebuild and reopen the national economy; and

BE IT FURTHER RESOLVED that funding will keep middle class workers employed and critical services operating; and

BE IT FURTHER RESOLVED that the City of Onalaska has been part of the emergency response and now calls on Congress to build a united national partnership for a safe, healthy, prosperous life; and

BE IT FURTHER RESOLVED that the Common Council directs that this Resolution be forwarded to United States Senator Tammy Baldwin and United States Senator Ron Johnson, Congressman Ron Kind, State Legislators and the League.

CITY OF ONALASKA

BY:

Kim Smith, Mayor

Joann Marcon, City Clerk

Passed:
Approved:
Published:



#8-C

RESOLUTION NO. 31-2020

A RESOLUTION FOR THE AUTHORIZATION OF EXPENSE REIMBURSEMENT SUBMITTAL FOR ROUTES TO RECOVERY GRANT

WHEREAS, a novel strain of the coronavirus, named COVID-19 has spread throughout numerous countries including the United States; and

WHEREAS, the World Health Organization, United States Department of Health and Human Services, State of Wisconsin and City of Onalaska has declared a Public Health Emergency; and

WHEREAS, in an effort to combat the pandemic known as COVID-19 government is experiencing significant and unbudgeted expenditures; and

WHEREAS, the State of Wisconsin launched the "Routes to Recovery: Local Government Aid Grants" program, a Two Hundred Million Dollar (\$200,000,000.00) effort funded by the federal CARES Act's Coronavirus Relief Fund aimed at helping local government address these unbudgeted expenditures and support local effort to combat COVID-19; and

WHEREAS, the City of Onalaska was allocated Three Hundred and Eight Thousand Dollars (\$308,698.00) in Routes to Recovery Grants for the purposes of:

1. Emergency operations activities, including those related to public health, emergency services and public safety responses;
2. Purchases of personal protective equipment;
3. Cleaning/sanitizing supplies and services, including those related to elections administration;
4. Temporary isolation housing for infected or at-risk individuals;
5. Testing and contact tracing costs above those covered by existing State programs;
6. FMLA and sick leave for public health and safety employees to take COVID-19 precautions;
7. Meeting local math requirements for expenses submitted for reimbursement by FEMA;

WHEREAS, these funds may only be used to cover costs that are a) necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019; b) where not accounted for in the budget most recently approved as of March 27, 2020; and c) were incurred during the period that begins March 1, 2020 and ends on December 30, 2020; and

WHEREAS, the City of Onalaska has incurred and continues to incur a significant number of expenses related to the combat of COVID 19 including but not limited to sanitizing equipment, MRSA lights, enhancing telework, remote and lower touch opportunities through the purchase of additional equipment including but not limited to laptops and personal electronic devices, conferencing hardware and software; upgrades to the phone system, personal protective equipment and other similar types of purchases; and



WHEREAS, the City of Onalaska finds these purchases reasonably necessary to continue to safeguard the health and wellbeing of City of Onalaska employees and residents and combat COVID 10 in the City of Onalaska; and

WHEREAS, the City of Onalaska Finance Department in connection with the City Administrator and Department Heads are tracking these expenses for reimbursement from the Routes to Recovery grant program.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Onalaska hereby determines that these expenses are reasonably necessary to continue to safeguard the health and wellbeing of City of Onalaska employees and residents and combat COVID 10 in the City of Onalaska and hereby authorizes the Finance Director to work with the City Administrator and Department Heads in the expenditure, tracking and submittal of these funds on or before the program deadlines.

BE IT FURTHER RESOLVED that the City Administrator in consultation with the Finance Director shall provide an update on the expenditure and reimbursement of these funds as part of the Administrator's report at the Common Council meetings during the program reimbursement period.

CITY OF ONALASKA

BY:

Kim Smith, Mayor

Joann Marcon, City Clerk

Passed:
Approved:
Published:

**School/Police Liaison Officer Agreement
City of Onalaska and School District of Onalaska
2020/2021**

By virtue of this agreement, City of Onalaska agrees to provide one (1) Police Officer to the School District of Onalaska for use as the Police Liaison Officer for the 2020-2021 school year. The Officer shall serve for one hundred and eighty (180) days during the school fiscal year (July 1 to June 30).

The Officer shall remain as an employee of the City of Onalaska and therefore, shall continue to be governed by State Statutes, Onalaska Ordinances, as well as all applicable Rules, Regulations and Policies of the Onalaska Police Department and City of Onalaska. City of Onalaska shall be responsible for the issuance of all payroll checks and benefit payments on behalf of the Police Officer.

City of Onalaska shall provide one (1) Officer to fill this position. It is anticipated that the officer filling the position will continue for a five-year period unless otherwise determined by mutual agreement between the Chief of Police and the District Administrator. Nothing in this contract precludes an existing school liaison officer from being re-hired after the initial 5-year time period.

I. Supervision

The Officer shall be under the direct supervision of the Chief of Police or the Chief of Police's designee.

II. Reporting Time

This assignment may be modified by mutual consent by both the School District and the City. The Officer shall work an eight (8) hour shift generally aligned with the school day. The Officer shall work 180 days as the SRO at the School District of Onalaska to include scheduled days of student attendance and additional hours as mutually agreed upon. The Officer shall be allowed to attend any training required by the Onalaska Police Department.

III. Overtime

If the School District of Onalaska requests the Police Liaison Officer to work hours outside of the normal work day (i.e. football game security, dances, etc.), the School District of Onalaska will be billed for any overtime compensation due to the Officer's presence outside the normal work day and payment for such services shall be due as set forth in Section VI Costs.

IV. Term

Either party may terminate this contract upon thirty (30) days written notice prior to the start of the school year.

V. Notification

All written notices and correspondence under this Agreement shall be delivered in person or by first class mail as follows:

To the City of Onalaska:
City of Onalaska Administrator
415 Main St.
Onalaska, WI 54650

With a copy to:
Onalaska Police Chief
415 Main St.
Onalaska, WI 54650

To the School District of Onalaska:
District Administrator
School District of Onalaska
237 2nd Avenue S.
Onalaska, WI 54650

VI. Costs

The School District agrees to reimburse the City according to Appendix I, attached hereto. This includes but is not limited to:

Wages
FICA
Wisconsin Retirement
Health Insurance
Dental Insurance
Income Continuation Insurance
Workers Compensation
All appropriate, non-personal Monthly Cellular Phone Charges during School Year

The School District also agrees to provide a suitable work area, including a computer and telephone in the school, for use by the Police Liaison Officer.

VII. Reimbursement

The School District of Onalaska shall reimburse the City of Onalaska on the basis of each semester invoice detailing the charges for that semester. The School District shall make payment to the City within forty-five (45) days of receipt of the invoice.

VIII. Equipment

The City of Onalaska shall furnish necessary police equipment to the Police Liaison Officer including, but not limited to, vehicle, communications equipment and any other required equipment.

IX. Indemnification

Each party shall be solely responsible and liable for the act(s) and omission(s) of its own entity, officers, employees, officials, agents, representatives and members. Each party shall and hereby does hold harmless, defend and indemnify each other including its officers, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and cost) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

The School District of Onalaska and the City of Onalaska and Onalaska Police Department mutually covenant and agree that neither party will insure the actions of the other, and each party will assume its own responsibility in connection with any claims made by a third party against the City of Onalaska and Onalaska Police Department and/or the School District of Onalaska subject to the provisions of paragraph one above.

X. Insurance

The City of Onalaska shall provide the following insurance and it shall remain in force during the contract:

1. **Liability:** A general liability policy with a minimum policy of \$ 1,000,000.
2. **Automobile/Collision:** The City of Onalaska shall provide full auto coverage for any vehicle provided by the City of Onalaska and operated by the Police Liaison Officer in the course of the duties under this Agreement.
3. **Workers Compensation:** The City of Onalaska shall provide coverage as required by State Statutes. The premium for the Police Liaison Officer shall be reimbursed as outlined in Section VI.

Agreement Approved On: _____

School Board President

Mayor

School Board Clerk

City Clerk

Approved as to content, form and execution,
this ___ day of _____, _____.

City Attorney

SCHOOL DISTRICT OF ONALASKA

ONALASKA, WI 54650

ROLE DESCRIPTION

TITLE: School/Police Liaison Officer

QUALIFICATIONS: The School/Police Liaison Officer shall meet the qualifications as set forth by the Onalaska Police Department. This position also requires a person who can and shall effectively communicate and build positive relationships with adults and students.

REPORTS TO: The Police Chief of the Onalaska Police Department or designee.

JOB GOALS: The School/Police Liaison Officer shall:

1. Develop and support a positive working partnership between the Onalaska Police Department and the School District of Onalaska.
2. Develop and maintain a positive relationship with students.
3. Promote and maintain a positive partnership with other community agencies concerned with child welfare.
4. Provide instruction and support related to youth problems and community services.
5. Develop proactive programs to identify and assist juveniles whose behavior may indicate they are at risk.
6. Ensure that the constitutional rights of all students/citizens are upheld.
7. Impartially enforce the laws of the State of Wisconsin, the ordinances of the City of Onalaska, and investigate any acts that are contrary to them.
8. Observe District policies and procedures not in conflict with applicable department policies or local, state and federal statutes.
9. Function as a positive role model to students.
10. Attend School District staff training, seminars, and other relevant in-service instruction when deemed appropriate by school staff and the SRO's supervisor.

TERMS OF EMPLOYMENT: This assignment may be modified by mutual consent by both the School District and the City. The Officer shall work an eight (8) hour shift generally aligned with the school day. The Officer shall work 180 days as the SRO at the School District of Onalaska to include scheduled days of student attendance and additional hours as mutually agreed upon. The Officer shall be allowed to attend any training required by the Onalaska Police Department.

EVALUATION: The School/Police Liaison Officer shall be evaluated by the Police Chief of the Onalaska Police Department (or his/her designee) after consultation, with the School District Administrator or designee.

APPENDIX I

**POLICE/SCHOOL RESOURCE OFFICER PROGRAM COSTS
2020/2021 SCHOOL YEAR**

Fall 2020 (4 months)

Spring 2021 (5 months)

Hourly rate:		Hourly rate:	
Wage	\$28.44	Wage **	\$29.95
Longevity 0%	\$0.00	Longevity 0%	\$0.00
Retirement 11.82%	\$3.36	Retirement 11.82%	\$3.54
FICA 7.65%	\$2.18	FICA 7.65%	\$2.29
Health/Dental/Life	\$9.73	Health/Dental/Life *	\$10.22
Workers Comp 2.85%	\$0.86	Workers Comp 2.85%	\$0.85
Total hourly rate:	\$44.57	Total hourly rate:	\$46.86
# of Hours	649.20	# of Hours	811.50
Total Cost	\$28,934.84	Total Cost	\$38,026.89
School Share (50%)	\$14,467.42	School Share (50%)	\$19,013.45
		School Share -- Fall 2020	\$14,467.42
Act# 100-00000-47320		School Share -- Spring 2021	<u>\$19,013.45</u>
Total School District Cost for 2020/2021 School Year:			\$33,480.87

*1/1/21 estimated 5% increase

** 1/1/20 2.25% wage increase

New Officer in 2019



MEMORANDUM

PUBLIC WORKS DEPARTMENT

TO: Finance and Personnel Committee

FROM: Jarrod Holter, City Engineer/Director of Public Works *JH*

DATE: June 29, 2020

CC:

RE: Phone system replacement

During the 2020 budgeting process a hosted off-site phone system was included to replace the existing phone system, installed with the original City Hall building construction. At the time of preparing the 2020 budget, the City servers were not capable of running a new phone system. With the recent upgrades and modifications to the City computer server's installation of a new phone system on the City servers has become an option.

City staff and the City IT consultant have reviewed both options and have recommended the purchase of a new phone system that will be installed on a City server. The phone system will have higher front-end costs but the yearly maintenance costs will be less. The attached budget detail sheet shows a non-budgeted amount of \$39,877.05 needed for the 2020 purchase but the majority of this can be funded through savings in the 2020 equipment replacement budget.

The newer phone system will have the following additional features / abilities:

- Direct extension receive & dial calls
- Easy access to VoiceMail system
- Full call-tree directory on your computer
- Make calls from system while off-site but calls appear that you're at the office.
- Easy Multi-person tele-conferencing.

These additional features will make the phone system more efficient for staff use both at City facilities and remotely. A quote for the phone system replacement is attached, it is anticipated a second quote for the phone system and paging equipment will be secured prior to the meeting. If you have any questions please contact me.

2020 phone system replacement

6/29/2020

Project Costs

phone system equipment	\$79,125.05
paging system equipment	\$4,500.00
installation/configuration - MCS Networks	\$13,500.00
Total	\$97,125.05

Funding Sources

2020 Operating budget - hosted yearly cost	\$37,248.00
2020 Equipment replacement budget - phone hardware	\$20,000.00
	\$57,248.00

Project cost \$97,125.05
Less 2020 budgete \$57,248.00

Non budgeted
funding needed **\$39,877.05**

— Potential COVID-19 reimbursable expense

Note: Propose using \$37,075 currently available in equipment replacement buget (Fund #207)
Propose using \$2,802 from 2020 IT general operating budget - software maintenance contractual

Mitel Phone System Replacement Project

**Prepared for: City of Onalaska
6/23/2020**

CONFIDENTIAL

Proposal: replace current Mitel 3300 system with Mitel CONNECT System

Details:

- Quote is for 170 - Mitel MiVoice 6920 IP Phones



- Switches to provide telephony services at:
 - City Hall (All departments)
 - Public Works Facility
 - Omni Center

Costs: **\$97,125.05 (Total)**

- **Phone System Equipment = ~\$79,125.05**
- **Paging System Equipment = ~\$4,500.00**
- **Installation / Configuration = \$13,500.00**

Purchase Notes:

- The phone system core equipment charge can be put into a lease to own so the expense appears as a capital operating expense vs. capital purchase.
- The phone system core equipment estimate is a top-end estimate. Our original estimate was for 150 phones not 170. Any phones not used will either be spares or returned which will lower the overall cost.
- Paging system equipment costs are for wiring, paging amps, speakers, etc.
- Pricing on phone equipment could change slightly if certain users want a different phone revision or if the need arises for cordless headsets etc.
- System does account for us possibly building new muni-fiber optic network to incorporate additional sites at Rowe Park, Library, Aquatic Center etc. These sites can easily be added to that system without additional large expenses.

Installation / Configuration Notes:

- MCS Networks Inc. would work with on-site IT Department group to coordinate installation of hardware and software throughout each site.
- Building configuration and prepping system for installation will take approximately 3 weeks.
- Installation of phone system will take place on a weekend starting on a Friday evening.

Holter, Jarrod

From: Michael Howe - MCS Networks Inc. <mike@mcsnetworks.com>
Sent: Tuesday, June 30, 2020 3:35 PM
To: Holter, Jarrod; IT Dept
Subject: Re[2]: Mitel CONNECT Quote

Jarrold,

I received my 2nd quote back for the Mitel System.

The first quote came from CPI Telecom out of DesMoines IA.
The second quote came from AGC Networks out of Maple Grove MN

CPI == ~\$79,125.05
AGC == ~\$83,791.83

Comparing apples to apples for the major pieces of the quote, AGC is around 6% higher than CPI.

-Mike-

Michael Howe
Owner & Network Engineer

MCS Networks Inc.

306 N Holmen Drive
Holmen, WI 54636
608.526.2379 ext. 201
<http://www.mcsnetworks.com>

From: Holter, Jarrod (jholter@onalaskawi.gov)
Date: 06/25/20 10:12 am
To: Michael Howe - MCS Networks Inc. (mike@mcsnetworks.com), IT Dept (ITDept@onalaskawi.gov)
Subject: RE: Mitel CONNECT Quote

Mike,

It looks like this will move forward with taking this to the July 8, 2020 Finance and Personnel meeting for possible approval. Can you work on securing a second quote for the phone system equipment and paging system equipment? The agenda will go out on Wednesday July 1, 2020, if I do not have the second quote for these items the agenda will go out and I will have to forward the second quote to the committee members prior to the meeting and hand out at the meeting.

Let me know what you think of a timeline on securing the second quote once you have started work on it.

As always appreciate the assistance,

Thank You,

C. Jarrod Holter, P.E.

City Engineer, Director of Public Works

City of Onalaska

(608)781-9537

jholter@onalaskawi.gov

From: Michael Howe - MCS Networks Inc. <mike@mcsnetworks.com>

Sent: Tuesday, June 23, 2020 4:56 PM

To: IT Dept <ITDept@onalaskawi.gov>

Subject: Mitel CONNECT Quote

Guys,

Finally got all of our pricing and ducts in a row so that I can present to you the final quote for replacing that Mitel 3300 system within City of Onalaska. Have a look at the attached document, feel free to hit me up with questions.

Thanks,

-Mike-

Michael Howe

Owner & Network Engineer

MCS Networks Inc.

306 N Holmen Drive
Holmen, WI 54636
608.526.2379 ext. 201

<http://www.mcsnetworks.com>

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City of Onalaska Parks and Recreation
 Automatic Flush valves and Faucets
 June 30th 2020

Toilet Flush Valves

Vendor	0.5 GPF		1.0 GPF		1.28 GPF		1.6 GPF		Flush Valve Grand Total
	Flush Valve	(10) Flush Valves	Flush Valve	(14) Flush Valves	Flush Valve	(20) Flush Valves	Flush Valve	(35) Flush Valves	
Ferguson	\$202.52	\$2,025.20	\$202.52	\$2,835.28	\$202.52	\$4,050.40	\$202.52	\$7,088.20	\$15,999.08
Grainger	\$236.07	\$2,360.70	\$236.07	\$3,304.98	\$236.07	\$4,721.40	\$236.07	\$8,262.45	\$18,649.53

Automatic Faucets

Vendor	Per Faucet	(54) Faucets
Ferguson	\$332.47	\$17,953.38
Ferguson	\$288.43	\$15,575.22
Grainger	\$353.62	\$19,095.48

Total Cost	
Ferguson	\$33,952.46

The .5 and 1.0 are urinal valves, 1.28 and 1.6 are stool valves.

Ferguson also added a less expensive faucet also the top and bottom faucets are the same American Standard faucet.

#9-B

Agreement between the

City of Onalaska

and the

La Crosse Area Professional Firefighters Association International

Association of Firefighters

Local 127



2020-2022

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INTRODUCTION

It is the purpose of this Agreement to promote the mutual interests of the City of Onalaska and its employees, and to provide for the operation of the Association of Onalaska firefighters covered by this Agreement under methods which will further, to the extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste and avoidance of interruptions to public service.

In the spirit of harmonious relations, the parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE I – RECOGNITION

1.1 - This Agreement is made and entered into by and between the City of Onalaska, Wisconsin, hereinafter referred to as the “City” or “Employer”, and La Crosse Area Professional Fire Fighters Local 127, hereinafter referred to as the “Association”.

1.2 - The City recognizes the Association as the exclusive collective bargaining representative of all regular full-time firefighters employed in the Fire Department of the City of Onalaska, but excluding supervisory, managerial, confidential and all other employees for the purposes of collective bargaining on the questions of wages, hours and conditions of employment.

ARTICLE II – ADMINISTRATION

2.1 - Except as otherwise provided in this Agreement, the City retains the normal rights and functions of management and those that it has by law. Without limiting the generality of the foregoing, this includes the right to hire, promote, demote or suspend or otherwise discharge or discipline for proper cause; the right to decide the work to be done and location of work; to determine the construction, maintenance or services to be rendered, the materials and equipment to be used, the size of the work force, and the allocation and assignment of work or workers; to schedule when work shall be performed, to contract for work, services or materials; to schedule overtime work; to establish or abolish a job classification; to establish qualifications for the various job classifications; and to adopt and enforce reasonable rules and regulations.

ARTICLE III – ASSOCIATION ACTIVITIES

3.1 - Agreement. While working on shift, union officials agree not to transact union business that interferes with Department functions or normal routine. The Association agrees to conduct its routine Association business off the job, but this shall not prevent the proper conduct of grievances. Reasonable amounts of time spent in grievances with the employer during working hours on or off the premises will not be deducted from wages of the authorized employee Association representatives involved, however, all grievance meetings outside the third (3rd) step in the grievance procedure shall be handled outside of the regular working hours. It is further agreed that any such time spent in grievance resolution shall not result in overtime wages.

3.2 - Association Officers. It shall be the Association’s responsibility to immediately notify the City in writing of all present officers and change of officers, which may occur during the life of this Agreement.

3.3 - Association Bargaining Committee. Not more than one (1) on duty employee shall be allowed to participate in contract negotiations without loss of pay or benefits. It is expressly understood and agreed that such employee remains on duty and subject to call.

ARTICLE IV – TENURE AND PROBATIONARY PERIOD

4.1 - Seniority. Tenure shall begin with the original date of full-time employment following satisfactory completion of the one year working probationary period. Thereafter, said employee shall have tenure as a permanent employee, unless notified otherwise, in writing, prior to the completion of the one-year working probationary period.

4.2 – Termination. During Probationary Period/Extension of Probationary Period. Employees failing to qualify within this one-year period shall be subject to termination without recourse to any grievance procedure. By mutual agreement of Employee and City, the working probationary period may be extended for a period not to exceed six (6) more months. Any such extension must be in writing and a copy shall be provided to the Association.

4.3 - A list of tenured employees shall be provided by the City to the Association whenever there are any changes in the number of employees in the bargaining unit. The list of all members of the Association of Onalaska Firefighters is attached to this Agreement as Appendix I. This list is arranged by seniority and includes anniversary dates.

ARTICLE V – FILLING VACANCIES

5.1 - Posting of Vacancies. Vacancies in the Onalaska Fire Department shall be filled by qualified personnel. It is further provided that any vacancies for promotion shall be posted for seven (7) calendar days in the Department where the vacancy exists.

5.2 - Trial Period for Promotions. Those employees receiving a promotion under this Article shall serve a trial period of twelve (12) months before attaining tenure in said position. In the event the employee fails the trial period, he/she shall revert to his/her previous position with all attendant rights as if there had been no interruption. If within or up to completion of the trial period the employee wishes to return to the bargaining group he/she shall be allowed to do so if an opening exists, without loss of benefits or seniority. After completion of the trial period if the employee wishes to return to the bargaining group he/she shall be allowed to do so if an opening exists, without a loss of benefits excluding seniority within the bargaining unit for layoffs, vacation picks and other seniority related benefits. He/she shall re-enter the unit at the bottom of the seniority list.

ARTICLE VI – LAYOFFS

6.1 - Layoff and Recall. Reduction in the tenured employees shall commence with the last employee on the tenure list being laid off first and recalls shall be by first recalling the last person laid off so far as the same can be done without impairing the efficiency of the department. This section shall not in any way interfere with the right of the department to recall its force during an emergency. It is further provided that any recalled employee upon notification by certified letter must report to work within fourteen (14) calendar days after the date of receipt of the certified letter, except for reason acceptable to the Chief.

6.2 - If requested, voluntary layoff or voluntary furlough may be granted in accordance with seniority.

6.3 - Temporary Reduction in Hours. In the event that management determines to reduce work hours, it may, at its option, reduce the weekly scheduled hours of some or all employees by class who are assigned to the work unit(s) who normally perform the work involved not to exceed sixteen (16) hours per pay period nor thirty-two (32) hours in a four (4) week period nor sixty-four (64) hours in a twelve (12) month period, unless mutually agreed otherwise. If the City determines, at its option, to reduce weekly hours of some of the employees within the same class within an employing unit, the employee(s) who will work the reduced hours will be determined on the basis of seniority, with the least senior employee(s) working reduced hours. The City agrees that the employees who experience a reduction in hours shall continue to earn vacation and sick leave credits during the reduction in hours conducted by the City during the term of the Agreement. Further the City agrees to continue its payment of health insurance, pursuant to Article XII for employees on reduced hours.

ARTICLE VII – HOLIDAYS

7.1 - Paid Holidays. Holiday compensation as provided herein shall be allowed for the following holidays if the employee is working on said holiday:

New Year's Day	Good Friday (1/2 day or 12hrs)
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day
Christmas Day	New Year's Eve Day (1/2 day or 12hrs)

In order to receive holiday pay, the employee must be employed the day before and the day after the holiday. An employee will not receive holiday pay for any holiday(s) occurring after cessation of employment.

7.2 - Work on a Holiday. Employees working on any of these holidays shall receive 2 times their regular salary for hours worked. In the event a Firefighter is called back outside his or her regular shift and after having logged out, he or she shall be paid according to Section 21.1.

ARTICLE VIII – VACATION

8.1 - Vacation. Regular full-time employees of the City, who have been continuously employed by the City for a period of one (1) year or more, shall be granted a vacation with pay. A “shift” of vacation is defined as twenty-four (24) hours or one (1) day. After the accruing year for vacations, e.g., 1st, 2nd, 8th, 15th, and 21st year, the employee must work through his/her anniversary date in order to be fully entitled to the additional shifts off. The employee shall be entitled to schedule and utilize the additional shifts of vacation within the anniversary year but prior to his/her actual anniversary date. However, in the event that the employee leaves the employment of the City prior to his/her anniversary date and has already taken the additional shifts of vacation he/she shall be obligated to reimburse the City on a pro-rated basis for the number of days of vacation to which he/she was not entitled by virtue of his/her leaving prior to the anniversary date. Similarly, in the event the employee leaves the employment of the City prior to his/her anniversary date and has not taken the additional shifts of vacation to which he/she would be entitled as of his/her anniversary date, he/she shall be compensated monetarily on a pro-rata basis for that portion of the additional shifts of vacation to which he/she is entitled at the time of leaving employment. Vacation bidding shall be done on a seniority basis according to Appendix I. The length of vacation shall be granted as follows:

8.1.1 - A full-time employee who has been continuously employed by the City for a period of at least one (1) year, but less than two (2) years shall be granted a vacation of three (3) days = 72 hours.

8.1.2 - A full-time employee who has been continuously employed by the City for a period of at least two (2) years, but less than eight (8) shall be granted a vacation of six (6) days = 144 hours.

8.1.3 - A full-time employee who has been continuously employed by the City for a period of at least eight (8) years but less than fifteen (15) years shall be granted a vacation of nine (9) days = 216 hours.

8.1.4 - A full-time employee who has been continuously employed by the City for a period of at least fifteen (15) years but less than twenty-one (21) years shall be granted a vacation of twelve (12) days = 288 hours.

8.1.5 - A full-time employee who has been continuously employed by the City for a period of twenty-one (21) years or more shall be granted a vacation of fifteen (15) days = 360 hours.

8.2 – Personal Days. Each full-time employee will receive two (2) twenty-four (24) hour paid personal days per year. The accruals of the Personal Days are as follows:

Day 1 Accrued January 1 of each calendar year; may be used at employee’s discretion.

Day 2 Accrued July 1 of each calendar year; may be used at employee’s discretion

Personal Days cannot be carried over from year to year. These days must be used or they will be lost. The supervising authority and/or department head must approve use of any Personal Days.

In order to receive a personal day, the employee must be employed the day before and the day after on which the personal day is allocated.

8.3 - Sick leave cannot be claimed for any illness that occurs during any employee's vacation time.

8.4 - **Continuous Service Defined.** Continuous service shall not be deemed interrupted if the employee is on military leave; receiving weekly temporary disability benefits pursuant to the Worker's Compensation laws for an injury which occurred while in the employ of the city; receiving weekly indemnity benefits from the Group Insurance coverage; on personal unpaid leave, not exceeding six (6) months, or; layoff, not exceeding one (1) year.

8.5 - Provided, however, that for any employee who has not been in the full-time employ of the City for at least one (1) full calendar year, unpaid leave in excess of forty (40) hours will be denied and the employer/employee relationship will be terminated if unpaid leave exceeds forty (40) hours during the first full calendar year of full-time employment.

8.6 - Vacation time may be used in one (1) hour increments and approved by the department head and at the discretion of the department head.

8.7 - The vacation period shall be on a calendar year basis from January 1 to December 31. All vacation benefits must be used on a calendar year basis in order not to lose any vacation. However, an employee who is unable to use his/her earned vacation due to serious illness or accident, which is verified by a physician or an employee who has his/her vacation canceled by a Department Head, shall be permitted to carry his/her unused vacation over into the next calendar year.

8.8 - Work shift trades shall be permitted if trades occur within 1 year from initiated date of trade. Trades will only be allowed with prior department head approval. The hours worked as a result of work shift trades shall be excluded from any overtime calculations as per Fair Labor Standards Act (FLSA) 553.31 Subsection 7(p)(3) in effect as of August 1, 2008. If Section 7(p)(3) of the FLSA is repealed or amended, trades resulting from overtime shall be prohibited. Responsibility for arrangement for the repayment of such time rests with the employees involved. No obligation shall be placed upon the City for repayment of time voluntarily traded or repaid between employees. The employee assuming the work duty shall be responsible for any liability incurred by the City caused by the assuming employee's unauthorized failure to work as scheduled.

ARTICLE IX – SICK LEAVE/BEREAVEMENT LEAVE

9.1 - Accrual. Employees shall be entitled to sick leave with pay after employment for six (6) months or more. Accumulated sick leave of three (3) consecutive calendar days may be used for illness of the employee or illness of spouse or children. Sick leave hours may be used for doctor/dental appointments and/or care of the employee, spouse, children, parents, father-in-law, mother-in-law or grandchildren. Sick leave with pay shall accumulate at the rate of eighteen (18) hours per full calendar month of work, and credited after the month in which it was earned, until a total of 1,440 hours have been accumulated. Sick leave earned and unused in excess of 1,440

hours may be accumulated in a secondary sick leave bank with no maximum limit. These banked sick leave hours may be used for extended illness only and shall not apply to retirement payout or have any other value upon separation. Extended illness shall be defined as the portion of any absence due to illness which extends beyond ten (10) consecutive calendar days. All sick leave shall be subject to administration by the Fire Chief.

9.2 - Doctor's Certification. When claiming compensation for sick leave, the employee may establish to the satisfaction of their Department Head the authenticity of illness of the employee, death of an immediate family member or illness of an immediate member of the family. The authentication may be by certificate from a licensed physician, licensed chiropractor or other licensed professional, or such means as may otherwise be determined by the City.

9.3 - Sick leave notification. An employee shall make every effort to notify a supervisor at least one (1) hour prior to his/her scheduled work shift when ill.

9.4 - Sick leave benefit policy. Employees who are eligible to receive retirement, disability retirement or death benefits under the Wisconsin Department of Employee Trust Fund-Wisconsin Retirement System, shall be paid fifty (50) percent of the employee's accumulated sick leave as severance pay. The value of the accumulated sick leave shall be computed at the regular hourly rate in effect at the date of retirement or death, excluding shift differential or any other wage augmentations. In case of the death of the employee, the payment shall be made to the surviving spouse or if no surviving spouse, payment shall be made to the employee's estate. The remaining fifty (50) percent of the employee's accumulated sick shall be credited to pay monthly premiums for continued coverage for the employee, under the City of Onalaska's group health and dental insurance plan. Accrued credits will apply monthly until exhausted. If the retiree dies or death of the employee occurs prior to expending the accumulated sick leave credits, the amount shall be applied to the monthly contribution for the city's group health insurance plan continuance for a surviving spouse, until all credits are exhausted. The City incurs no liability at anytime nor does the City incur any liability to maintain any particular benefit level. All deductibles set out in any City group health insurance covering an employee shall be the responsibility of the retiring employee or surviving spouse.

9.5 - Misuse of Sick Leave. Sick leave is a benefit protecting our employees against the financial burden of illness. Any proven misuse or abuse of sick leave will subject the employee to disciplinary action including discharge.

9.6 - Employees shall not be eligible to use paid sick leave for absences resulting from injury or illness incurred while working for another employer for pay when such absence is compensable under Worker's Compensation through the other employer.

9.7 – **Funeral Leave for Immediate Family.** In the event of a death in the family, time off will be granted from the date of death to the next scheduled work shift after the funeral, provided that the leave taken does not exceed three (3) consecutive work shifts. Such leave will be provided for: spouse, children, parents, parents-in-law, brothers, sisters, son-in-law, daughter-in-law, brothers-in-law, sisters-in-law, grandchildren, grandparents or grandparents-in-law.

9.8 – **Funeral Leave for Non-Immediate Family.** An employee may use one (1) day of sick leave as funeral leave per year for a person other than an immediate family member as defined above. Such time will be deducted from the employee’s sick leave balance.

ARTICLE X – ACCIDENTS AND INJURIES

10.1 - **Workers Compensation.** In case of personal injury on the job, or any accident involving City cars or equipment, regardless of how small, the employee involved shall cause a written report to be made as soon as possible to the Chief or immediate supervisor. Supervisors will report such injuries on the Employee Injury Report Form as supplied by the City and the original thereof to be submitted to the City, who shall make the necessary report to The Department of Safety and Professional Services the insurance carrier. In the event of a vehicular accident, verbal notice must be given immediately to the Chief or immediate supervisor followed by the written property damage or non-employee injury report required by this section.

10.2 - It shall be the responsibility of the employee in making accident reports to file complete details including all possible witnesses along with names and addresses thereof to assure proper reporting by the City.

10.3 - Any employee incurring a bona fide work-related injury will suffer no loss in pay during the first three (3) calendar days of disability and lost time will not be deducted from accumulated sick leave. The City of Onalaska will reimburse the employee, after the first three (3) days, for monies equaling their weekly pay with a deduction of sick or other accrued leave.

10.4 - **Restricted/Modified Duty Hours.** Firefighters that are physically unable to perform the essential functions of the firefighter job description, and therefore unable to work the platoon system, shall be accommodated as follows:

- a. **Work Related Injury.** If the injury or disability is deemed to be work-related then the firefighter will be reasonably accommodated by being provided light duty within their work restrictions in the Fire Department for 40 hours per week. If they work such light duty, they will be paid at their weekly rate as if they were not disabled and they had worked a regular platoon shift of 56 hours per week.
- b. **Non-Work Related Injury.** A firefighter who cannot work or who is otherwise not eligible for the platoon system due to an injury or condition that was not caused by work shall have the following options if the firefighter requests to work light duty and the City grants such request as light duty is available:
 1. be paid at the firefighter’s normal rate times the number of hours worked per week; or
 2. be paid at firefighter’s normal rate times fifty-six (56) hours per week provided the firefighter shall utilize benefit time equal to the time difference between fifty-six (56) hours and the actual hours worked by the firefighter per week.
- c. The firefighter shall indicate option 1 or 2 in writing when requesting to work light duty.
- d. **Restricted/Modified Duty City Policy 4.05** - The purpose of this policy is to

establish a uniform policy and procedure for the administration of a City-wide restricted/modified duty assignment program for employees who are temporarily disabled from performing the duties of their regularly assigned positions due to an injury or illness. This program is intended to provide temporary reassignment due to an injury or illness of an employee only when such assignments are available and only until such time as:

1. the employee is medically released to perform the full range of duties of his/her position,
2. the restricted/modified duty assignment is discontinued at the request of the attending physician,
3. the employee is medically determined to be permanently disabled and consideration is given to modification, transfer, termination, or retirement, or
4. the restricted/modified duty assignment is discontinued at the option of the City.

Restricted/modified duty assignment is a special short temporary work assignment provided for employees who have temporary medical restrictions that prevent them from performing some or all of their normal duties. In all cases, a restricted/modified duty assignment is temporary, and will have a defined beginning and ending date. This program shall be administered by Human Resources. All employees and departments are required to cooperate fully with Human Resources in administration of this program.

The restricted/modified duty assignment will be based on a qualified medical assessment of the employee. It is mandatory for the employee to provide all necessary medical information concerning the extent of their work restrictions and the probable duration of their restrictions. The employee is also required to submit updated work restrictions to their supervisor and Human Resources after every doctor visit.

There is no guarantee of restricted/modified duty assignments. All requests for restricted/modified duty assignments shall be reviewed on a case-by-case basis. It is at the discretion of the Department Head or his/her designee to determine the duty assignment. Such assignments shall depend in part on the medical limitations of the individual, the availability of suitable work, adequate funding, and the needs of the City. A restricted/modified duty assignment may be altered to comply with any applicable state and/or federal law.

An employee's return to work in a restricted/modified duty assignment shall comply with all applicable state and/or federal laws, including Family and Medical Leave Act (FMLA), Wisconsin Fair Employment Act (WFEA), the Americans with Disabilities Act (ADA), and Wisconsin Worker's Compensation laws. All requests and/or assignments for restricted/modified duty shall be reviewed by Human Resources or his/her designee to ensure all requirements are being met.

Definitions

1. Restricted/modified duty assignment: a temporary assignment which shall have a defined beginning and ending date with a maximum duration of 12 weeks. This duration can be extended with the approval of the Department Head and Human Resources as long as restricted/modified duty assignments are

- reasonably available to reasonably accommodate the situation.
2. Transitional job tasks: job assignments that may or may not normally be performed by the employee but fall within the restrictions as outlined by the employee's physician
 3. Work related injury/illness: any injury or illness that occurs in the course of, and arises out of, employment
 4. Non-work related injury/illness: any injury or illness that does not occur in the course of, or arises out of, employment

The following procedure is set forth to assist employees and Department Managers in clearly understanding the requirements of the restricted/modified duty assignment policy. It is important that appropriate communication be established at all times between the employee, his/her supervisor, his/her physician, the City, and the City's Worker's Compensation insurance carrier if applicable.

An employee who has a work-related injury/illness must have his/her treating physician complete the City's "Status Report " form. (This form may be obtained from the employee's supervisor or from Human Resources.) This report provides the City with the physician's diagnosis and the following information:

- a. Can the employee return to work with no limitations? If no:
 - i. Can the employee return to work on restricted/modified duty assignment, and if so, what are his/her limitations?
 - ii. If the employee cannot return to work at this time, when is it expected the employee may be able to return to restricted/modified duty assignment?

The completed form is to be returned within 24 hours of the employee's doctor's visit. This form along with all other medical information will be held in confidence in accordance with applicable law.

The Department Head will then make a determination if there are sufficient transitional job tasks available to return the employee to restricted/modified duty assignment. All transitional job tasks assigned to the employee will be within the restrictions as outlined by the employee's treating physician. The restricted/modified duty assignment will be in writing and will specify a starting and ending date. Any extension of the original restricted/modified duty assignment will be approved, in writing, by the Department Head.

The employee is also required to submit updated work restrictions to his/her supervisor and Human Resources after every doctor visit, detailing the extent of their work restrictions and the probable duration of these restrictions. Any modifications to the original restricted/modified duty assignment will be done in writing.

At no time will an employee exceed the medical restrictions of his/her physician or perform transitional job tasks that are outside of the scope of the employee's physician's recommendations.

Upon full release to return to work without restrictions, the employee must submit the proper return to work authorization from their treating physician to his/her supervisor and Human Resources before they may return to work.

ARTICLE XI – GRIEVANCE PROCEDURE AND ARBITRATION

11.1 - Termination of Employee. Any employee being discharged shall be so notified in writing therein which writing shall contain the reasons for such action. A copy shall be submitted to the President of the Association upon the written agreement with the involved firefighter.

11.1.1 – Discipline of Employee. The City will follow the Wisconsin Statute 62.13 (5) Disciplinary actions against subordinates and City Policy 5.03 Unacceptable Job Performance when disciplining employees. The City further agrees to notify the Local Trustee and the President of the Association of such disciplinary action in writing.

11.2 - Grievance Defined. In the event of any disagreement concerning the meaning or application of any provision of this Agreement, such disagreement shall be resolved in the manner hereinafter set forth. A representative selected by the grievant shall be allowed to be present and participate at any stage of the procedure. Representation from the Local Association shall be limited to one (1) representative. Time limits referred to in the procedure may be waived by mutual consent of the parties in writing.

- Step 1. Any eligible employee(s) having a grievance shall, within five (5) business days of alleged violation, present his or her grievance to his or her immediate supervisor to attempt to reach a settlement. This may be presented orally and the supervisor may give his/her response orally within three (3) business days of presentation of the grievance. The supervisor shall be as defined in the Municipal Employment Relations Act 111.70 and 111.71.
- Step 2. If no satisfactory settlement is reached within three (3) business days after commencement of a grievance under step 1 above, the matter shall be reduced to writing and presented to the Chief within ten (10) business days. The Chief shall meet and confer with the grievant within ten (10) business days after receiving the written grievance. The Chief shall respond, in writing, within ten (10) business days after such conference.
- Step 3. If no satisfactory settlement is reached in Step 2, the grievance shall be submitted, in writing, to the Finance and Personnel Committee within ten (10) business days after receipt of the written decision of the Chief in Step 2 above. The Finance and Personnel Committee shall meet and confer with grievant within fifteen (15) business days after receipt of the grievance. The Finance and Personnel Committee shall render a written decision within fifteen (15) business days after such conference.
- Step 4. Arbitration. If no satisfactory settlement is reached in Step 3, the grievant shall notify the Finance and Personnel Committee within ten (10) business days after receipt of the Committee's decision, of intent to submit the grievance to arbitration. A grievance shall be submitted to arbitration as follows:

1. The Association shall request the Wisconsin Employment Relations Commission to provide a panel of five (5) impartial arbitrators from which a selection shall be made. The parties shall alternately strike names from this panel until one (1) remains. The party requesting arbitration shall strike first. The remaining arbitrator shall be notified of his/her selection as sole arbitrator in the matter. Each party shall bear its own expenses for witnesses and representatives, and both parties shall equally bear expenses of the arbitrator.
2. Grievances subject to this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of the Agreement, nor shall substitute his/her discretion for that of the City or the Association where such discretion has been retained by the City or the Association, nor shall he/she exercise any responsibility or function of the City or the Association. The wage structure of this Agreement may not be changed through the grievance procedure.
3. It is further agreed that the arbitrator shall render a written decision, which shall be final and binding upon both parties.

ARTICLE XII – INSURANCE

12.1 - Health Insurance. All eligible employees under this Agreement shall be covered by a group medical, hospital, and major medical plan provided by the City. The premium for such insurance plan shall be paid 80% by the City and 20% by the employee through payroll deduction.

12.2 - Group Life Insurance. All eligible employees wishing to participate in the group life insurance can do so the first of the month that is six (6) months after date of Wisconsin Retirement System participation and it is agreed that the City shall pay the premium for administration costs or the actual administration costs, whichever is less.

12.3 - Dental Insurance. All eligible employees under this Agreement shall be covered by a dental insurance plan whereby the City shall pay one hundred per cent (100%) of the single and family premiums for such coverage.

12.5 - Section 125 Cafeteria Plan. The section 125 Cafeteria Plan allows employees to lower their gross pay BEFORE income tax and social security taxes are calculated. By lowering the taxable income, the employee will lower his/her taxes and take home more money in each paycheck.

12.5.1 - Insurance premiums may be deducted as per IRS Rules and Regulations.

ARTICLE XIII – RETIREMENT

13.1 - The City agrees to pay in addition to the employer's contribution, the employee contribution to the Wisconsin Retirement Fund. Employees hired after 7/1/11, shall contribute at the same rate as general municipal employees unless exempted from state statute. The City shall

pay the remainder. Should the State statute change to prohibit the City from paying an employee's portion of the Wisconsin Retirement Fund, this Section 13.1 shall be deemed to be amended to be consistent with the State statute at the time of the change.

ARTICLE XIV – SEVERANCE

14.1 - All employees shall give a two (2) week written notice to the Chief of their intention to terminate their employment; and full-time employees shall receive a two (2) week written notice if the management intends to terminate their employment, except in disciplinary cases or those on probation in which case, no such notice is required. Regular full-time employees complying with this section shall be entitled to vacation pay upon termination based on the number of days due, computed from their last anniversary date of employment to last full month of employment. The employee may leave sooner than two (2) weeks with no loss of accrued pay/benefits at the sole discretion of the employer, provided however, if the employer elects to have the employee leave sooner than the two (2) weeks, the employer shall continue the employee's pay for the period that the employee leaves early.

ARTICLE XV – WORK WEEK

15.1 - The work period for firefighters on a platoon system assignment shall be 204 hours in 27 days. The work period shall be accomplished as follows:

- A. 24 hours on; 24 hours off
- B. 24 hours on; 24 hours off
- C. 24 hours on; 96 hours off

Firefighters not assigned to the platoon system shall work an eight (8) hour day, forty-hour (40) week.

15.2 – New firefighter trainees assigned to a 40-hour workweek will be paid based on a 2080 hour work year prior to being placed on a platoon schedule.

15.3 – All new firefighters assigned to a 40-hour week for training purposes will remain on that schedule for a minimum of 2 weeks to a maximum of eight (8) weeks and be notified of their assigned regular shift by noon Friday prior to the last week of training.

Firefighters working 40 hours a week will be working 8 hours per day Monday through Friday and will be paid the bi-weekly salary as though they were working a 56-hour platoon schedule, but will be paid overtime for any hours worked over 40 in the week. The overtime rate will be the rate listed on the 56-hour pay schedule.

15.4 – **Shift Changes.** Personnel working the platoon system shall be notified 90 days in advance if management deems it necessary to move personnel to a different shift, except in emergency situations (i.e. staffing shortages, budgetary reasons, etc.) at which time a 14-day notice may be utilized. Previously approved vacation picks will be honored with the move to a different shift.

15.5 – **Minimum Staffing** – Minimum staffing for firefighters will be one less firefighter than a full complement of a shift.

ARTICLE XVI – UNIFORMS

16.1 - All employees are required to wear a uniform in the performance of their duties as prescribed by the Department. Uniforms will be furnished by the City and shall remain the property of the city. Any uniforms issued pursuant to this provision can only be worn for authorized City of Onalaska employment. No items issued to employees pursuant to this policy can be used for general use as ordinary clothing at any time. Failure to abide by this policy will result in progressive disciplinary action. Please see City of Onalaska Policy 3.07 for further compliance information.

16.2 - Initial uniform issue for new full-time firefighters shall consist of the following:

- Three (3) pair of navy blue NFPA compliant pants
- Three (3) T-shirts with fire department logo on them
- Two (2) Polo shirts with fire department logo on them
- Two (2) duty sweatshirts with fire department logo on them
- Two (2) long sleeve NFPA compliant blue dress uniform shirt
- Two (2) short sleeve NFPA compliant blue dress uniform shirt
- Two (2) fire department badge
- One (1) winter coat with fire department logo on it

Should the IRS make a determination that the above uniform items are ruled a benefit and therefore become taxable, the City shall follow the IRS rules and regulations.

16.3 - All employees are required to wear a uniform in the performance of their duties as prescribed by the Department. No employee is authorized to wear any such uniform for non-related work purposes. Uniforms will be furnished by the City and shall remain the property of the City. Replacement of worn uniform apparel will be made by the City upon return for inspection of worn articles. Maintenance of uniforms in a manner as prescribed by the Department shall be the responsibility of the individual employee.

16.4 - Damage to personal property. Corrective lenses that are damaged or lost as a result of duty related incident shall be replaced, or repaired, by the City for an amount not to exceed one hundred twenty-five (\$125.00) with receipt. Proof of loss must be documented by the firefighter and notification to the employee's immediate supervisor. Payment shall be made in the next period following receipt of documentation of the City.

16.5 - Personal Protective Equipment (PPE) shall be provided by the City, including but not limited to NFPA compliant boots, NFPA compliant bunker suits, NFPA compliant fire helmets, NFPA compliant fire gloves, protective hoods, flashlights, etc.

16.6 – Boot Reimbursement: The City of Onalaska shall provide new hires with a reimbursement of \$150 upon new members purchasing and providing receipt of structural NFPA compliant firefighter boot provided they decline the boots provided by the City. The City shall provide a reimbursement of \$150 upon existing members purchasing and providing receipt of structural NFPA compliant firefighter boot for replacement of existing boots provided they fail inspection as listed above. Structural NFPA compliant boots are to be replaced upon failed

inspection in the manner listed above. Any existing employees who have City issued rubber boots are considered new members until March 1, 2018.

Shall the member leave the fire department the member will be required to pay back the contributions as follows:

See Class A Policy in handout.

ARTICLE XVII – TAX DEFERRED SAVINGS PROGRAM

17.1 - The City of Onalaska will offer a tax deferred deduction savings program to all employees. Employees interested in this program should contact the Human Resources department or his/her designee.

ARTICLE XVIII – JURY DUTY

18.1 - An employee called for jury duty shall receive his/her salary for such service, provided the employee shall pay any compensation received for said service with the Finance department, excluding any payment received as mileage. An employee shall perform his/her regular duties at any time during which the employee's service is not required as a juror.

ARTICLE XIX – EQUIPMENT

19.1 - Employees shall promptly report any unsafe, defective or lost equipment that may impede the carrying out of assigned duties and responsibilities to supervisory personnel in the regular chain of command. The City shall make every reasonable effort to correct or replace any unsafe, defective or missing equipment that impedes the carrying out of assigned duties and responsibilities of employees covered by this Agreement.

ARTICLE XX – COMPENSATION PLAN

20.1 - Longevity Pay

Effective the payroll after the contract is signed, employees receive the following longevity pay:

<u>Percentage</u>	<u>After</u>
1%	five (5) years
3%	ten (10) years
5%	fifteen (15) years
6%	twenty (20) years

Each firefighter shall promptly inform the City's human resources department of any address change.

20.2 - Longevity pay shall be paid in installments along with the regular scheduled payroll periods.

Section 20.3 – See Appendix III - Wages

20.4 - Overtime is defined as all hours worked pursuant to the regular schedule in excess of 204 hours worked in a 27-day pay cycle.

20.5 - In the event that any new staff positions are added to the full-time staff structure, pay compensation will be established accordingly by the City and Association mutually. All additional hours shall also be paid at time-and-one-half.

20.6 – Lieutenant Pay. Starting Lieutenant positions will be paid 3.5% above the top firefighter as listed in section 20.3.

20.7 – Acting Lieutenant Pay. A full-time firefighter filling in for a lieutenant position on a given shift shall be the senior most firefighter, and shall be compensated an additional \$15 per shift. Acting pay shall be issued to any full-time firefighter that fulfills a lieutenant’s position for four (4) consecutive hours or more.

ARTICLE XXI – CALL BACK PAY

21.1 - In the event a Fire Fighter is called back outside his or her regular shift and after having logged out, he or she shall be paid a minimum of one (1) hour pay at the time of reporting at the rate of time-and-one-half. Thereafter, firefighters are paid in 15-minutes increments.

21.2 - Any open shifts due to vacations, sick-time, personal days, etc. shall be offered to full-time Union firefighters first according to seniority on a rotating basis.

21.3 – In the event a Fire Fighter is called back for special team functions (Hazardous Materials Team) outside their regular shift and after having logged out, they shall be paid a minimum of one (1) hour pay at the time of reporting at the rate of double time. Thereafter firefighters are paid in 15-minute increments. Hazardous Materials Team members shall receive page pay at a rate of \$45.00 a month. It is understood that the compensation payments described above are subject to funds available pursuant to the contract between the State of Wisconsin and the La Crosse Fire Department. If contracts funds are not available the above described compensation shall not be due to the employees.

ARTICLE XXII – EMPLOYEE ASSISTANCE PROGRAM

The City of Onalaska will provide an Employee Assistance Program (EAP) in accordance to City Policy 2.01.

ARTICLE XXIII – DRUG & ALCOHOL TESTING

See APPENDIX II.

ARTICLE XXIV – RESIDENCY REQUIREMENT

25.1 - Full-time Fire Department employees must comply with City Policy 1.05 (Residency).

ARTICLE XXV – DISCIPLINE

Following Wisconsin statutory guidelines.

ARTICLE XXVI – SAFETY COMMITTEE

27.1 - Safety Committee. One person on each platoon as approved by the Association (Local 127) shall be a member in full standing on the City Safety Committee.

ARTICLE XXVII – MILITARY LEAVE

28.1 - Short Term Leave. Employees of the City of Onalaska who are duly enrolled members of the National Guard, or any other organized reserve component of the Armed Forces of the United States, shall be allowed a military leave of absence which had been ordered, not to exceed thirty (30) days excluding Sunday and legal holidays. Such thirty (30) days shall be in the calendar year in which so ordered. A copy of orders requiring attendance at military training sites shall accompany all requests for a military leave of absence. Military leave shall be in addition to any other authorized leaves.

ARTICLE XXVIV – EDUCATION

29.1 - Employees who have completed five (5) years of full-time employment with the Onalaska Fire Department shall be entitled to reimbursement of tuition for pre-approved courses in the pursuit of degrees at accredited institutions of higher learning related to fire prevention or fire science, as determined by the Fire Chief. All courses subject to tuition reimbursement shall be pre-approved by the Fire Chief prior to the course. The decision to approve or disapprove a course for reimbursement eligibility shall not be subject to the grievance procedure. An annual maximum of \$500.00 per calendar year per firefighter, and a lifetime maximum of \$1,500.00 per firefighter shall apply. Reimbursement will be made only after a grade report with proof of an academic grade of “C” or better is submitted to the Fire Chief with a receipt from the educational institution showing payment in full. Reimbursement is limited to tuition, lab or course fees, and books and will be made only when proper documentation is submitted to the Fire Chief within 30 days of course completion or receipt of grade report, whichever is later.

ARTICLE XXIX – COURT APPEARANCES

30.1 - A minimum of two (2) hours calculated at the rate of one and one-half (1-1/2) times their regular rate of pay is guaranteed to an employee who is required to and appears in Onalaska Municipal Court on department business when he/she would not otherwise have been on duty. A minimum of two (2) hours calculated at the rate of time and one-half (1-1/2) is guaranteed an employee who is required to appear on department business in La Crosse County Circuit Court or any other Court outside of La Crosse County. For purposes of this provision, appearance in court on departmental business shall be construed to cover only those court appearances when the

employee is not entitled by law to witness fees. Any employee so called in may be required to work the full two (2) hours if the court appearance does not take the full two hours.

ARTICLE XXX – FAIR SHARE

31.1 - All employees covered by this Agreement who are not now dues paying members shall be excluded from the Fair Share Agreement for the term of their employment with the City, except if they should voluntarily become dues paying members, when they shall have deducted from their paychecks an amount certified by the Association as the uniform dues for Association representation as it would be for new employees.

31.2 - Any employee covered by this Agreement commencing employment with the City after the date of ratification of this Agreement shall have the choice of becoming a member of the Association, but shall be required to have deducted from the first paycheck of each month, following completion of a probationary period, an amount certified by the Association as the uniform dues for Association representation. This shall not include initiation or special assessment fees. Any changes in the uniform dues shall be certified to the City Clerk's office thirty (30) days prior to the effective date of said change.

31.3 - The Association is the exclusive representative of all the employees covered by this Agreement and agrees to represent all such employees fairly and equally. No employee shall be required to join the Association, but membership will be made available to all employees who apply. No member shall be denied membership or representation because of race, color, creed, sex, age, or handicap.

31.4 - The Association will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of said fair share deduction. The Association further agrees to refund to the City any amounts paid in error on account of the Fair Share deduction. It shall be the responsibility of the Association to collect any back fees, such as might occur when an employee has no earnings in the period when deductions are normally made. Remittance will be made to the Association treasurer or designee of the Association within five (5) business days of the deduction. The Association agrees that it must present any claim or error of any remittance to the City Clerk's office at least ten (10) calendar days prior to the next deduction period. It further provides that any error shall not be subject to the grievance procedure.

ARTICLE XXXI – DURATION

32.1 - Effective Date of Agreement. All articles of this Agreement will be effective January 1, 2020.

32.2 - Term of Agreement. This Agreement shall be binding and in full force and effect from January 1, 2020, to December 31, 2022 at midnight. This Agreement shall remain in effect during any negotiations and shall continue to remain in full force and effect until such time as a new Agreement is reached.

32.3 - It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. Should any provision of this Agreement be found to be in violation of any Federal

or State law or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.

32.4 – Entire Agreement. This agreement constitutes the entire Agreement between the parties. Any outstanding amendment(s) or agreement(s) supplemental hereto shall not be binding upon either party either written or verbal unless executed in writing by the parties hereto as part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 2020.

CITY OF ONALASKA

ONALASKA CITY EMPLOYEES,
La Crosse Area Professional Fire Fighters Association
International Association of Fire Fighters
Local 127

Kim Smith, Mayor

President

Caroline L. Burmaster, Clerk

Vice President

Secretary/Treasurer

Onalaska Representative

APPENDIX I

Seniority List

Name	Hire Date
Nagy, Wayne	8/31/1998
Yonkovich, Corey	9/8/1998
Southworth, Jeremy	3/26/2001
Taylor, Cory	10/21/2007
Netwal, James	11/1/2010
Veldboom, Jason	9/29/2014
Benson, Jarod	1/5/2017
Mitchell Schulte	10/8/18
Ty Edwards	11/25/19
Austin Manglitz	4/14/20

APPENDIX II

Drug and Alcohol Testing Policy

The Association agrees to abide by the City of Onalaska Policy 6.05(b) NON-DOT Drug and Alcohol Free Workplace Policy.

OR

Addition of City Policy 6.05(b) NON-DOT Drug and Alcohol Free Workplace Policy

Purpose

The purpose of this policy is to assist in the prevention of accidents and injuries resulting from the misuse of alcohol and/or drugs by all City employees; including but not limited to, drivers of commercial motor vehicles. This policy is intended to be consistent with and in compliance with the U.S. Department of Transportation and the Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol testing rules, regulations and procedures contained in Title 49 C.F.R. and the Drug Free Workplace Act of 1988.

Statement of Policy

The City of Onalaska is committed to protecting the safety, health and wellbeing of all employees and recognizes that drug and alcohol abuse poses a significant threat to the goals of the City. Employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale. The City has established a drug-free workplace program that balances the respect for individuals with the need to maintain a drug and alcohol free environment.

Reporting of Drug Conviction

As required by the Drug Free Workplace Act, Public Law 100-690, Title V, Subtitle D, all City employees are hereby notified that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, alcohol or drug paraphernalia is strictly prohibited in the workplace. Furthermore, this law makes it a condition of employment that all City employees abide by the Drug and Alcohol Free Workplace Policy and notify *in writing* the City Human Resources Department of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Employees who fail to comply with this requirement or any other provision of this regulation will be subject to disciplinary action up to and including discharge. Appropriate action, which may consist of discipline up to and including termination, will be taken within 30 days of notification.

Prevention and Rehabilitation

The goals of this policy are prevention and rehabilitation whenever possible, rather than discipline or termination. The City encourages employees who have an alcohol or other drug problem to seek help to deal with their problem. Help is available through the City's Employee Assistant Program (EAP). For more details on this program, contact the Human Resources Department or the EAP office at 775-4780 or toll free at (800) 327-9991.

Employees who admit to alcohol misuse or controlled substances use are not subject to the referral, evaluation and treatment requirements of parts 40 and 382, provided that:

1. The employee does not self-identify in order to avoid drug or alcohol testing;
2. The employee makes the admission of alcohol misuse or controlled substance use prior to performing work.

Leave of Absence Prior to Testing

An employee may be permitted to take a leave of absence to participate in an approved treatment program for alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. An employee requesting such a leave of absence must use any paid benefit time prior to using unpaid leave and must comply with any requirements of FMLA.

Employees requesting to return to work from a leave of absence for drug or alcohol treatment may be required to submit to tests without prior notice if the City has reasonable belief based upon objective evidence that testing is necessary to address safety concerns in the workplace during the six months following the employees return to work.

A positive test result or a refusal to submit to testing will subject the employee to discharge.

Prohibited Conduct for all City Employees

1. As required by the Drug Free Workplace Act, all City employees are strictly prohibited from using, possessing, manufacturing, distributing, or dispensing controlled substances and/or alcohol while on City property, or operating City equipment or vehicles.
2. City employees are prohibited from reporting for or remaining on duty or performing assigned job duties while under the influence of alcohol or a controlled substance.
3. City employees are prohibited from deliberately misusing this policy in regard to subordinates, as well as providing false information in connection with a test, or falsifying test results through tampering, contamination, adulteration or substitution.

Drug and Alcohol Testing

Participation in the City's Drug and Alcohol Testing program is a requirement of each employee and therefore, is a condition of employment. Refusal by a City employee to take a required drug and/or alcohol test will result in the removal of that employee from the employee's assignment(s) which, in turn, may result in discipline up to and including discharge.

1. Testing will be conducted in the following situations for all City employees:

Pre-Employment – Any individual not currently employed by the City who is applying for any position shall be required to undergo drug and alcohol testing after a conditional offer of employment has been made.

Reasonable Suspicion Testing – In cases in which an employee is acting in an abnormal manner or appears unfit to perform his/her duties in a safe manner and a supervisor or department head who has been trained in accordance with this policy and D.O.T. requirements Section 382.603 has reasonable suspicion to believe the employee is under the influence of alcohol or drugs, the employee shall be taken to a properly authorized testing facility for alcohol and drug testing. Reasonable suspicion means suspicion based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of an employee. These observations may include indications of the chronic and withdrawal effects of controlled substances. The supervisor or department head who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the employee.

Alcohol testing is only authorized if observations are made during, just preceding or just after the period of the work day that the employee is required to be in compliance. However, City policy requires that reasonable suspicion alcohol testing shall be performed at any time during an employee's work day.

The employee will not be permitted to perform work until: (1) an alcohol test is administered and the alcohol concentration measures less than 0.02; or (2) 24 hours have elapsed following the determination that there was reasonable suspicion to test the employee. However, City policy requires that an employee will not be returned to work until confirmed test results are obtained.

Once the employee has been removed from the job site, the supervisor is to contact their department head and the Human Resources Department. If contact cannot be made at that time, the supervisor or department head is to proceed through the next step of this procedure and make contact with them as soon as possible.

The supervisor or department head is to then take the employee to the collection site for drug and alcohol testing, and to wait there until the test is completed.

If the alcohol test is conducted more than two (2) hours, but less than eight (8) hours, after the supervisor or department head makes such reasonable suspicion determination, the supervisor or department head must complete a report explaining the reasons for the delay in conducting the alcohol test.

If the alcohol test is not conducted within eight (8) hours after the supervisor or department head makes such reasonable suspicion determination, the supervisor or department head must cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test. In addition, the driver will be out of service for 24 hours.

Once the drug and alcohol testing has been completed, the supervisor or department head is to make arrangements for the employee to be taken home. The employee will not be permitted to drive his/her own vehicle home at that time. The employee may have a family member or a friend take them home; the supervisor or department head may, but is neither required nor encouraged to drive the employee home under this policy. It is suggested that the supervisor or department head stay with employee until transportation arrives. The supervisor or department head shall document whether he/she stayed with the employee, whether the supervisor or department head provided transportation home and if not, the name of the individual providing such transportation, and the time that the supervisor released the employee.

The employee will be advised not to report for work. The City will contact the employee once the test results are known (this normally takes 24 - 48 hours), and a decision has been made as to the employee's status.

The results of the drug or alcohol testing will be sent directly to the Human Resources Department. When the results are obtained, the employee's supervisor and/or department head will meet with the Human Resources Department to determine the appropriate course of action to be taken.

This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone without a legitimate need to know. Likewise, a supervisor must not discuss the suspected reason for a referral, discipline action or termination with anyone without a legitimate need to know.

Once the test has been completed and the employee has been taken home, the supervisor or department head must submit a written report to the Human Resources Department outlining, in

detail, what happened and the behavior observed that led the supervisor or department head to believe the employee was under the influence of alcohol and/or drugs. This report must be done within 24 hours of the testing.

Return-to-Duty/Follow-up Testing - The City of Onalaska will ensure that before an employee returns to duty the employee shall undergo a return-to-duty alcohol and/or drug test with a result indicating an alcohol concentration of less than 0.02 and a verified negative result for drug use. In any event, an employee will not be allowed to return to duty without first having been evaluated by the City of Onalaska EAP provider in order to determine the employee's fitness-for-duty. Such follow-up actively may be required if an employee has engaged in prohibited by City policy as noted above. The employee shall comply with all recommendations of the EAP. The employee shall provide an authorization for release of information will be needed to verify EAP participation and compliance with recommendations.

Test Refusal

The following behavior constitutes a test refusal for drugs and alcohol (382.107):

1. Failure to appear for the test in the time frame specified by the City of Onalaska, with the exception of pre-employment.
2. Failure to remain at the testing site until the testing process is completed. However, if an employee leaves a pre-employment testing site before the process starts, it is not deemed to be a test refusal.
3. Failure to provide a urine specimen, saliva or breath specimen, as applicable. However, an employee who does not provide a specimen because they have left the testing site before the process starts for a pre-employment test is not deemed to be a test refusal.
4. Failure to provide a sufficient volume of urine or breath without a valid medical explanation for the failure.
5. Failure to undergo a medical examination as part of the verification process. In the case of a pre-employment drug test, the test is deemed to be a refusal only if the pre-employment test is conducted following a contingent offer of employment.
6. Failure to cooperate with any part of the testing process.
7. Failure to permit the observation or monitoring of specimen donation when so required.
8. Failure to take a second test as required by the City of Onalaska or collector.
9. A drug test result that is verified by the MRO as adulterated or substituted (applicable to drug test only).

Drug and Alcohol Testing Procedures

The City of Onalaska will use a drug and alcohol collection site that meets the standards established in 49 CFR Part 40 and a laboratory that is certified by the U.S. Department of Health and Human Services (DHHS). All drug and alcohol testing will be conducted in conformance with the procedures and rules established by the federal Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations.

1. **Alcohol Testing** - Employees will be required to submit to breath testing using a National Highway Traffic Safety Administration (NHTSA) approved evidential breath testing (EBT) or a non-evidential alcohol screen device (ASD) using breath or saliva. A state-certified Breath Alcohol Technician (BAT) will administer an initial screening test. If the employee tests positive for alcohol, then the BAT will conduct a confirmation test. The City will take action based only upon the positive results of the

confirmation test, 0.04 percent or greater. All procedures and steps used in conducting both the initial and confirmation tests will be performed in conformance with the federal law and federal regulations.

- a. **Preparation for breath alcohol testing** – The following procedures summarize the procedures established by the Federal Motor Carrier Safety Administration (FMCSA) regulations implementing drug and alcohol testing under the federal law. These procedures are binding and are subject to change in the event the FMCSA or other government agency changes the regulations on drug and alcohol testing of employees in safety-sensitive positions.
 1. When the employee enters the collection site, the BAT will require him or her to provide positive identification (i.e. photo I.D. or employer identification.)
 2. The BAT will explain the test procedure to the employee.
 3. Employees will be required to complete and sign various forms used to document the testing process. Refusal to sign the test form(s) will be regarded as refusal to take the test, and the City will be notified immediately.
 4. The screening test will be conducted. The BAT will open an individually sealed, disposable mouthpiece in the view of the employee and attach it to the EBT. The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six (6) seconds or until an adequate amount of breath has been obtained. Following the test, the BAT will show the employee the test results.
 5. If a saliva alcohol screen device (ASD) is utilized, a qualified Screen Test Technician (STT) will open the package in the presence of the employee, and instruct the employee to insert it into their mouth until it becomes saturated with saliva. Upon removal of the device from the mouth, the STT will ensure the test was activated and read the results displayed to the employee within 15 minutes of the test. If the test was not completed, one reattempt will be administered. If the reattempt is not successful, the employee will be directed to take a new test immediately, utilizing an EBT. A saliva alcohol screen device may only be utilized as a screening test.
 6. If the screening test is a breath alcohol concentration of less than 0.02, no further testing is required and the BAT will report the test to the employer as a negative.
 7. If the screening test is a breath alcohol concentration greater than 0.02, a confirmation test must be performed. The confirmation test will be conducted 20 minutes after the completion of the screening test, employing the same procedure as using an EBT. . During the period the employee must not eat, drink, belch, or put any object or substance into his/her mouth.
 8. If the initial and confirmatory test results are different, the confirmation test result is deemed to be the final result. The employee will be instructed to sign the certification statement on step 4 of the ATF. It is *not* a test refusal if the employee refuses to sign. The test results will be confidentially transmitted to the City immediately so the employee can be removed from the safety-sensitive function. If the alcohol test is positive, arrangements will be made to transport the employee from the collection site.
 9. In situations where the City has been informed that an employee has not provided a sufficient amount of breath to permit a valid breath test, they will be directed to obtain, within 5 days, an evaluation from a licensed physician acceptable to the City, who has expertise in the medical issues raised by failing to provide enough breath.
 10. If the employee's behavior constitutes a test refusal, the test will be terminated and the City will be notified of the refusal immediately. Test refusal will subject the employee to discipline, up to and including discharge. The following behaviors constitute an alcohol test refusal: failure to appear for the test within the designated time frame, failure to remain at the testing site until the process is complete, failure to attempt to provide a specimen, failure to provide sufficient breath with no valid medical explanation, failure to undergo a

medical examination associated with insufficient volume procedures, failure to sign the certification on step 2 of the ATF, and failure to cooperate with the collection process..

11. Cancelled tests (as defined in Part 40.267) must be reported to the City within 48 hours, and the employee will be treated as if the test never occurred. A retest following a cancelled test is only allowed for a return-to-duty or follow-up test; otherwise a retest is strictly prohibited.

b. Blood Alcohol Testing – Blood alcohol testing is authorized only in the following circumstances:

1. When policy rules require a reasonable suspicion test and an EBT is not readily available for either a screening or confirmation test, or if there is an EBT available only for a screening test.

2. When an employee attempts and fails to provide an adequate amount of breath, blood alcohol testing may be used for both screening and confirmation test purposes.

Upon the conclusive finding of a positive (0.04 percent or greater) blood alcohol test results, the employee has 72 hours in which to request a test of the split specimen. An employee who fails to notify the Medical Review Officer (MRO) within 72 hours of receiving the results of a positive test of the employee's desire to have the split specimen tested, shall be deemed to have waived their right to seek testing of the split specimen.

Pending receipt of the result of the analysis of the split specimen, the employee shall not return to work unless the employee has met conditions set forth in this policy following a test result of 0.04 percent or greater.

All blood alcohol testing will be conducted in conformance with the procedures established by the Federal Regulations.

2. Results of Positive Test – Any employee who tests positive for alcohol concentration of 0.02 or higher is subject to discipline, up to and including termination. If a confirmation alcohol test measures 0.04 or greater, the City of Onalaska is required to:

1. Remove the employee from their position;

2. Before returning the employee to employment:

a. refer the employee to the City of Onalaska's EAP for assessment of an alcohol problem and a determination of whether participation in a treatment program is necessary and;

b. obtain verification from a substance abuse professional that the employee has complied with any required rehabilitation or treatment program and;

c. re-test within three (3) days of returning to work to verify that the employee's alcohol concentration is below 0.02.

d. The employee will enter a Last Chance Agreement with the City outlining the conditions of the Last Chance Agreement and the responsibilities of the employee which may include, but are not limited to: consent for follow up testing, abstaining from all drug/alcohol use during work, refraining from bringing drug/alcohol paraphernalia on City property, and having no further policy violations.

If the confirmation test level is between 0.02 and 0.39 percent, the employee will be removed from their position for a minimum of 24 hours following the administration of the test.

In the event that an employee is required to comply with breath testing as a result of a law enforcement investigation, the employee must submit to the examination. The test will be considered enforceable for purposes of this policy, if the testing officer is a qualified BAT and the EBT that was used for the test has been certified by the State of Wisconsin or a local law enforcement agency.

3. Testing for Controlled Substances – For the purpose of this policy and the Federal Regulations, the City of Onalaska will utilize a seven panel drug screen consisting of the following drugs:

- Tetrahydrocannabinol (Marijuana drug)
 - Cocaine
 - Amphetamines
 - Opiates (including heroin)
 - Phencyclidine (PCP)
 - Barbiturates
 - Benzodiazepines
- } DOT Panel
- } Non-DOT Panel

In instances where there is reason to believe an employee is abusing a substance other than the seven drugs listed above, the City reserves the right to test for additional drugs under the City’s own authority using standard laboratory testing protocol.

Drug testing is conducted by analyzing an employee’s urine specimen, through a certified testing lab and monitored by the (DHHS). This procedure will include use of a split specimen testing procedure. Each urine specimen is subdivided into two bottles labeled as a “primary” and a “split” specimen. Both bottles will be sent to a certified lab. Only the “primary” specimen bottle is opened and used for the urinalysis. The split specimen bottle will remain sealed and is stored at the lab. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee has 72 hours to request the split specimen be retested at the same lab or be sent, at the employee’s expense, to another certified laboratory for analysis. An employee who fails to notify the Medical Review Officer (MRO) within 72 hours of receiving the results of the positive test of the employee’s desire to have the split specimen tested, shall be deemed to have waived their right to seek testing of the split specimen.

a. **Preparation for Drug Testing** – The following procedures summarize the procedures established by the Federal Motor Carrier Safety Administration(FMCSA) regulations implementing drug testing under the federal law. In addition, employees will be asked to remove any hats and/or heavy bulky clothing. The collector also can request that the employee empty their pockets, if any bulky items are noted. These procedures are subject to change in the event the FMCSA or other government agency changes the regulations on drug and alcohol testing of employees in safety-sensitive positions.

1. Employees are to report to the collection site within the designated time frame after receiving notification. Refusal to report for collection within the time frame or non-cooperation with the collection process will be considered a test refusal.
2. When the employee enters the collection site, the employee will be required to provide positive identification (i.e. photo I.D. or employer identification). The collector will explain the basic collection procedures to the employee and show them the written instructions on the back of the Custody and Control Form (CCF).
3. In the event both drug and alcohol tests are required, the alcohol test should be conducted first, if possible.

4. Outer garments must be checked and pocket contents displayed to the collection site personnel. Any unacceptable items will be secured with the employee's other belongings. Employees have the right to retain their wallet and obtain a receipt for their belongings.
5. The employee will be instructed to rinse and dry their hands and obtain (or observe the collector obtaining) a wrapped specimen container and break (or watch the collector break) the seal on the collection container.
6. The employee will be instructed to provide at least 45 ml of urine under the split sample method of collection. This will be done in a specifically designated "donor" bathroom. The toilet is not to be flushed. The specimen should be returned to the collector as soon as possible.
7. If an insufficient amount of urine is provided, the original specimen will be discarded and the employee will be given up to 3 hours and allowed to consume not more than 40 ounces of fluids to provide another specimen. The specimen may not be tampered with or substituted, and will be visually inspected for unusual color and sediment. The temperature of the specimen will be measured and must fall within an acceptable range. The employee will be required to provide another specimen under direct observation if the temperature falls outside the acceptable range, if the drug test result indicates that the employee's specimen was invalid, the collector notices any signs of adulteration, substitution or tampering with the specimen, the original positive, adulterated or substituted result was cancelled because the test of the split specimen could not be performed or the MRO reported the specimen as negative and dilute and directs the City to conduct a recollection. The City may also direct a collection under direct observation if the test is return-to-duty or follow-up test. Any reason requiring a direct observation test will be fully explained to the employee. Refusal to cooperate with the request for a new collection under direct observation will be deemed a test refusal.
8. If the employee is still unable to provide the required specimen, the test will be discontinued and Human Resources will be notified. Human Resources will then notify the Medical Review Officer (MRO) and the employee will be referred to a medical evaluation to determine whether the employee's ability to provide a specimen is genuine or constitutes a refusal to submit to a drug test.
9. Once the sample is collected and given to the collection personnel, the collector will break the seal on the specimen bottles and shall divide the sample into a primary specimen (30ml) and a split specimen (15ml) and seal and label them in front of the employee. The employee will then be instructed to initial the labels to verify the specimen
10. Step 5 of the Custody and Control Form (CCF) must be completed by the employee. At this time the employee may also wish to indicate on the back of their copy of the CCF any medications that are currently being used, in the event the Medical Review Officer (MRO) contacts the employee to discuss the results of the test. Refusal to sign the form does not constitute a refusal to test, but will be noted by the collector in the remarks section of the CCF
11. The collector will complete their portion of the CCF and place the specimen bottles and copy one of the CCF inside a leak-resistant plastic pouch in front of the employee.
12. The test results will be confidentially transmitted from the laboratory to the MRO in a timely manner. The MRO will then contact the employee and/or City representative (if necessary) per Part 40.131.
13. If the test result of the primary specimen is positive, the employee may request within 72 hours of receiving the positive test results, that the MRO direct that the split specimen be tested in the same or a different DHHS-certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen.
14. Once the City is notified by the MRO of a verified positive, positive dilute, adulterated, or substituted test result, the City must immediately remove the employee from the safety-sensitive job duties and cannot return the employee to safety-sensitive duty until they have

- successfully completed the return-to-duty process. The employee will also be removed from the position pending the result of the test of the split specimen.
15. If the result of the test of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test.
 16. The employee will be directed to provide another specimen immediately if the City is notified of a cancelled test result for a pre-employment, return-to-duty or follow-up test.
 17. In situations where an employee does not provide enough specimen they will be directed to obtain, within 5 days, an evaluation from a licensed physician acceptable to the MRO, who has expertise in the medical issues raised by failing to provide enough specimen.
 18. Employees will be required to complete and sign various forms used to document the testing and chain of custody process. Refusal to sign the test form(s) will be regarded as a refusal to take the test.
 19. Refusal by an employee to complete and sign the test and chain of custody forms, to provide an adequate amount of urine (to be decided on a case-by-case basis) or otherwise failure to cooperate with the testing process in a way that prevents the completion of the test will be considered grounds for disciplinary action, up to and including termination.
 20. In the event of conflicting results between the initial test and the confirmation test, the confirmation test results will determine the outcome of the test.
4. Results of a Positive Alcohol or Drug Test - Any employee who tests positive for drugs or for alcohol concentration of 0.02 or higher is subject to discipline, up to and including termination.

As with an alcohol misuse violation, the City of Onalaska is required to act upon a positive drug test result in the following manner:

1. Remove the employee from their position. If the removal is the result of a positive drug test, the removal will only take place after the employee has been allowed to meet or speak with a MRO in order to determine that the positive drug test did not result from the authorized use of a controlled substance;
2. Prior to the employee's return to work:
 - a. The employee will be referred the employee to the City of Onalaska's EAP for assessment of an alcohol problem and a determination of whether participation in a treatment program is necessary OR for assessment and subsequent compliance with a recommended rehabilitation after a determination that a drug problem exists;
 - b. Obtain verification from a substance abuse professional that the employee has complied with any required rehabilitation or treatment program;
 - c. Employee must be evaluated by a substance abuse professional or MRO and determined to be fit to return to work prior to their release of the employee;
 - d. Retest to verify a negative result on a drug test or that the employee's alcohol concentration is below 0.02.
 - e. The employee will enter a Last Chance Agreement with the City outlining the conditions of the Last Chance Agreement and the responsibilities of the employee which may include but are not limited to:
consent for follow up testing, abstaining from all drug/alcohol use during work, refraining from bringing drug/alcohol paraphernalia on City property, and having no further policy violations
3. Employee must have a negative result on a return-to-duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use will be required if the employee

is determined as needing rehabilitation as specified by the EAP and/or Outpatient Counselor to whom the employee is referred by the EAP.

4. For purposes of determining drug test results, a diluted test result shall be considered a positive test result.

If the confirmation test level is between 0.02 and 0.039 percent, the employee will be removed from the safety-sensitive position for a minimum of 24 hours following administration of the test.

In the event that an employee is required to comply with breath or saliva testing as a result of a law enforcement investigation, the employee must submit to the examination. The test will be considered enforceable for purposes of this policy, if the testing officer is a qualified BAT and the EBT that was used for the test has been certified by the State of Wisconsin or a local law enforcement agency.

Prescription Drugs

Before performing work-related duties, employees must notify their supervisor if they are taking any legally prescribed medication, therapeutic drug, or any non-prescription drug which contains any measurable amount of alcohol or which carries a warning label that indicated the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication. A written report of this notification is to be filed by the supervisor with Human Resources. It is the responsibility of the employee to inform his/her physician of the type of work that the employee performs in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of City equipment. However, as required by the Federal Regulations, any employee who uses or possesses medication containing alcohol while on duty or who tests positive for alcohol will be removed from his/her position, and be subject to the alcohol provisions of this policy, even though the reason for the positive alcohol test is the fact that the employee's prescription or non-prescription medication contains alcohol.

A legally prescribed drug is one where the employee has a prescription or other written approval from a physician for the use of the drug in the course of medical treatment. The prescription must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing City business is prohibited by City policy.

Requirements for Agencies Receiving Federal Funds:

Under the Drug-Free Workplace Act of 1988 as amended, any City agency with a Federal contract of \$25,000 or more, or that receives funds through Federal grants must report to the granting Federal agency the name of any employee who is convicted of a criminal drug offense that takes place in the workplace. The report must be made to the Federal agency issuing the contract or grant within ten (10) calendar days after receiving notice of the conviction. Contractors and grantees who fail to report a conviction may be subject to one or more of the following sanctions:

1. Suspension of payments under the grant;
2. Suspension or termination of the grant; and
3. Suspension or debarment of the grantee from grants for a maximum period of five (5) years.

City agencies that have Federal contracts or grants are encouraged to contact the issuing Federal agency about reporting requirements under the Drug-Free Workplace Act.

Confidentiality of Records

The City respects the confidentiality and privacy right of all of its employees. Accordingly, the results of any test administered under this Policy and the identity of any employee participating in the City's EAP or other assessment or treatment program will not be revealed by the City to anyone except as required by law. The City will release any employee's records as directed by the express written consent of the employee authorizing release to an identified person. In addition, the City will ensure that any lab or agency used to conduct testing under this Policy will maintain the confidentiality of employee test records.

However, the lab or testing agency will disclose information related to a positive drug or alcohol test of any individual to the City of Onalaska's designee. The City may disclose this information to the employee or to the decision maker in a lawsuit, grievance, or other proceeding by or on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test; or as required by law, including court orders or subpoenas.

The Medical Review Officer (MRO) will not reveal individual test results to anyone except the City of Onalaska's designee, unless the MRO has been presented with a written authorization from the tested employee. The MRO may reveal to the City of Onalaska's designee relevant information as to whether the employee is qualified to perform safety-sensitive functions or whether the employee has tested positive for alcohol or a controlled substance. The City may disclose this information to the employee or to the decision maker in a lawsuit, grievance or other proceeding on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test; or as required by law, including court orders and subpoenas; or upon the tested employee's written authorization and consent.

All records related to drug and alcohol tests of individual employees will be maintained in individual files separate from the employee's personnel file. These records will be stored in a locked cabinet and access will only be allowed to those City employees who have a legitimate need to review the records of a particular employee.

Definitions

1. **Adulterated Specimen:** A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.
2. **Alcohol Concentration:** The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.
3. **Alcohol Confirmation Test:** A subsequent test using an EBT, following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.
4. **Alcohol Screening Device (ASD):** A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.
5. **Alcohol Screening Test:** An analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.
6. **Breath Alcohol Technician (BAT):** An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.
7. **Cancelled Test:** A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

8. **Chain of Custody (CCF):** The procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is destroyed. This procedure uses the Federal Drug Testing Custody and Control Form (CCF).
9. **Confirmation (or Confirmatory) Test:** In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test to ensure reliability and accuracy. In alcohol testing, a second test, following a screening test with a result of 0.02 or greater, which provides quantitative data of alcohol concentration.
10. **Confirmation Validity Test:** A second test performed on a urine specimen to further support a validity test result.
11. **Confirmed Drug Test:** A confirmation test result received by an MRO from a laboratory.
12. **Consortium/Third Party Administrator (C/TPA):** A service agent who provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members. C/TPAs are not "employers" for purposes of this part.
13. **Designated Employer Representative (DER):** An employee authorized by the employer to take immediate action(s) to remove employees from duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Part 40. Service agents cannot act as DERs.
14. **Dilute Specimen:** A specimen with creatinine and specific gravity values that are lower than expected for human urine. A dilute test will be reported as positive or negative. For a positive dilute test the employer treats the result as a positive test and removes the employee from safety-sensitive duty. For a negative dilute test, the employer may require, as a matter of policy, employees to retest without direct observation. The second test is the test of record, even if the second test is also negative dilute.
15. **Drug Metabolite:** The specific substance produced when the human body metabolizes a given prohibited drug as it passes through the body and is excreted in urine.
16. **Drug Test:** The laboratory analysis of a urine specimen collected in accordance with 49 CFR Part 40 and analyzed in a Department of Health and Human Services (DHHS) approved laboratory.
17. **Evidential Breath Testing Device (EBT):** An EBT approved by the National Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's Conforming Products List of Evidential Breath Measurement Devices (CPL).
18. **Invalid Drug Test:** The result of a drug test for a urine specimen that contains an unidentified adulterant or an unidentified interfering substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.
19. **Initial Validity Test:** The first test used to determine if a specimen is adulterated, diluted, or substituted.
20. **Medical Review Officer (MRO):** A person who is a licensed physician and is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.
21. **Negative Test Result:** Drug test with a verified presence of the identified drug or its metabolite below the minimum levels specified in 49 CFR Part 40, as amended. An alcohol concentration of less than 0.02 BAC is a negative test result.
22. **Non-negative Test:** Test result found to be adulterated, substitute, invalid or positive for drug/drug metabolites. Non-negative results are considered a positive test or refusal to test if MRO cannot determine legitimate medical explanation.

23. **Performing (a safety sensitive function):** A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.
24. **Positive Test:** Drug test with a verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49 CFR Part 40, as amended. A positive alcohol test result means a confirmed alcohol concentration of 0.04 BAC, or greater.
25. **Post-Accident Test:** A drug test administered to an employee when an accident (as previously defined) has occurred and the employee performed a safety-sensitive function that either contributed to the accident, or cannot be completely discounted as a contributing factor in the accident.
26. **Primary Specimen:** In drug testing, the urine specimen bottle that is opened and tested by a primary laboratory to determine whether the employee has a drug or drug metabolite in their system; and for the purpose of validity testing. The primary specimen is distinguished from the split specimen, defined in this section.
27. **Pre-Employment Test:** A drug test given to an applicant or employee who is being considered for a safety-sensitive position. The test is also administered when transferring an employee from a non-safety-sensitive position to a safety-sensitive position. Employers are also required to conduct a pre-employment test when a covered employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the employer's random selection pool during that time. The applicant or employee must be informed of the purpose for the urine collection prior to actual collection.
28. **Random Test:** A drug test administered annually to a predetermined percentage of employees who perform safety-sensitive functions and who are selected on a scientifically defensible random and unannounced basis.
29. **Reasonable Cause Test:** A drug test given to a current employee who performs in a safety-sensitive position, and who is reasonable suspected by one or more trained supervisors or company officials of using a prohibited drug or misusing alcohol.
30. **Refusal to Test:** A covered employee fails to provide a urine sample as required by 49 CFR Part 40, without a valid medical explanation, after they have received notice of the requirement to be tested in accordance with the provisions of this subpart, or engages in conduct that clearly obstructs the testing process. An employee is considered to have refused to test if they fail to do the following: (1) Appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer; (2) Remain at the testing site until the testing process is complete; (3) Provide a urine or breath specimen for any drug test required by this part or DOT agency regulations; (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen; (5) Provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was not adequate medical explanation for the failure; (6) Declines to take a second test the employer or collector has directed them to take; (7) Undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures; (8) Cooperate with any part of the testing process (i.e. refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process), if the MRO reports that there is verified adulterated, or substituted test result; or (9) Sign "step 2" of the alcohol testing form.
31. **Return-to-duty Test:** An initial drug test prior to return to duty given to employees performing in safety-sensitive functions who previously tested positive to a drug test and are returning to safety-sensitive positions. A return-to-duty test is also required of an individual who has refused another type of test required by the FTA rule.
32. **Safety-sensitive Function:** Any of the following duties are considered safety-sensitive: (1) Operating a revenue service vehicle, including when not in revenue service; (2) Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License; (3) Controlling

- dispatch or movement of a revenue service vehicle; (4) Maintaining a revenue service vehicle or equipment used in revenue service, unless the recipient receives section 18 funding and contracts out such services; and (5) Carrying a firearm for security purposes.
33. **Screening Test (or initial test):** In drug testing, an immunoassay screen to eliminate “negative” urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.
 34. **Screening Test Technician (STT):** A person who instructs and assists employees in the alcohol testing process and operates an ASD.
 35. **Split-Specimen:** In drug testing, a part of the urine specimen that is sent to a primary laboratory and retained unopened, and is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.
 36. **Stand-Down:** The practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test result.
 37. **Substance Abuse Professional (SAP):** A person who evaluates employee who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing and aftercare.
 38. **Substituted Specimen:** A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.
 39. **Validity Testing:** The evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of the validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.
 40. **Verified Negative (drug test result):** A drug test reviewed by an MRO and determined to have no evidence of prohibited drug use.
 41. **Verified Positive (drug test result):** A drug test result reviewed by an MRO and determined to have evidence of prohibited drug use.
 42. **Verified Test:** A drug test result or validity testing result from a Department of Health and Human Services certified laboratory that has undergone review and final determination by the MRO.

CHECKLIST FOR REASONABLE SUSPICION TESTING

- 1. Upon the employee's removal from the job site, the supervisor or department head should contact the Human Resource Department and when applicable their Department Head. If the contact cannot be made at that time, the supervisor should proceed to the next step of this procedure and make contact with the Human Resource Department and their Department Head as soon thereafter as possible.
- 2. The supervisor or department head is to then take the employee to the collection site for drug and/or alcohol testing, and must remain at the site until the test is completed.
- 3. If the alcohol test is conducted more than two (2) hours, but less than eight (8) hours, after the supervisor or department head makes the reasonable suspicion determination, the supervisor or department head will complete a report explaining the reason for the delay in conducting the test. If the alcohol test is not conducted within eight (8) hours after the supervisor or department head makes such reasonable suspicion determination, or if the drug test is not conducted within twenty-four (24) hours after such determination, the supervisor or department head will complete a report explaining the reasons why the test was not conducted.
- 4. Once the drug and/or alcohol test has been completed the supervisor or department head is to make arrangements for the employee to be taken home. The employee will not be permitted to drive their own car home at that time. The employee may have a family member or a friend pick them up or the supervisor or department head may take the employee home.
- 5. The employee is to be advised not to report to work. The City will contact the employee once the test results are known (this normally takes 24-48 hours) and a decision has been made as to the employee's status.
- 6. The results of the drug and/or alcohol test will be sent directly to the Human Resources Department. When the results are obtained, the employee's supervisor and department head will meet with the Human Resources Department to determine the appropriate course of action to be taken.
- 7. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a supervisor or department head must not discuss the suspected reason for a referral or termination with anyone who does not need to know.
- 8. Once the test has been completed and the employee has been taken home, the supervisor or department head must submit a written report to the Human Resources Department outlining in detail what happened and what behavior was observed that let the supervisor or department head to believe the employee was under the influence of alcohol and/or drugs. This report is to be done within 24 hours of testing.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) between the City of Onalaska (“City”) and the La Crosse Area Professional Fire Fighters Local 127 (“Union”) is entered into as of this ___ day of June 2020.

RECITALS

- A. City, under the direction of former Fire Chief William Hayes, set forth a program to hire part-time EMTs. EMTs would be both paid on call and work regularly scheduled shifts.
- B. The issue regarding the use of part-time or paid on time EMTs became the subject of IAFF Grievance 2019-3 (the “Grievance”) and City of Onalaska Prohibited Practice Complaint 314.0004 (EMT Pilot program) (the “Prohibited Practice Complaint”).
- C. During the pendency of the Grievance and the Prohibited Practice Complaint, the City and Union were also negotiating a new Collective Bargaining Agreement.
- D. In connection with resolution of issues between the City and the Union in its Collective Bargaining Agreement, the parties also came to a shared understanding regarding the City’s ability to use part-time/paid on call personal.

AGREEMENTS

1. The City shall have the right to hire part-time and paid on call personnel in connection with the operation of the City of Onalaska Fire Department.
2. The City shall not utilize part-time or paid on call personnel to count towards the minimum number of firefighters who must be on a shift pursuant to the Collective Bargaining Agreement.
3. The City shall not schedule or have part-time or paid on call personnel work on regular shifts except in the following circumstances:
 - A. Training for part-time or paid on call personnel.
 - B. Part-time or paid on call personnel working special events.
 - C. Part-time or paid on call personnel working community outreach, or
 - D. If the Union agrees in writing.

4. This provision is not meant to preclude the ability of qualified, part-time or paid on call personnel to work an open shift created by Union members' sick or vacation use, but only if first refused by all of the Union Members ("i.e. right of refusal").
5. This MOU shall stay in place for no less than five years. Following the fifth anniversary of this Agreement either party may bring an action for declaratory action to determine whether the City's use of part-time EMT's is a mandatory subject of collective bargaining.

CITY OF ONALASKA

ONALASKA CITY EMPLOYEES,
La Crosse Area Professional Fire Fighters
Local 127

Kim Smith, Mayor

President

Caroline L. Burmaster, Clerk

Vice President

Secretary/Treasurer

Onalaska Representative

**APPENDIX III
WAGES LONGEVITY**

Effective January 1, 2020 (2.1% across-the-board):

	Hourly	Overtime	Pay Period (26)	Annually	1%	1%	3%	3%	5%	5%	6%	6%
					After 5 Yrs w/o cert.	After 5 Yrs w/cert	After 10 Yrs w/o cert.	After 10 Yrs w/cert.	After 15 Yrs w/o cert	After 15 Yrs w/cert.	After 20 Yrs w/o cert	After 20 Yrs w/cert.
Starting Rate	\$15.86	\$23.78	\$1,775.89	\$46,173.05								
After (1) years	\$17.15	\$25.73	\$1,921.11	\$49,948.95								
After (2) years	\$18.19	\$27.29	\$2,037.75	\$52,981.57								
After (3) years	\$19.31	\$28.96	\$2,162.40	\$56,222.30	\$56,784.53		\$57,908.97		\$59,033.42		\$59,595.64	
After (4) years*	\$21.24	\$31.86	\$2,378.64	\$61,844.53		\$62,462.98		\$63,699.87		\$64,936.76		\$65,555.21
Lieutenant	\$21.98	\$32.97	\$2,461.89	\$64,009.09		\$64,649.18		\$65,929.37		\$67,209.55		\$67,849.64

*Must have Fire Officer I and Fire Inspector I to qualify for this step.

Effective January 1, 2021 (2.1% across-the-board):

	Hourly	Overtime	Pay Period (26)	Annually	1%	1%	3%	3%	5%	5%	6%	6%
					After 5 Yrs w/o cert.	After 5 Yrs w/cert	After 10 Yrs w/o cert.	After 10 Yrs w/cert.	After 15 Yrs w/o cert	After 15 Yrs w/cert.	After 20 Yrs w/o cert	After 20 Yrs w/cert.
Starting Rate	\$16.19	\$24.28	\$1,813.18	\$47,142.68								
After (1) years	\$17.51	\$26.27	\$1,961.46	\$50,997.88								
After (2) years	\$18.58	\$27.86	\$2,080.55	\$54,094.18								
After (3) years	\$19.71	\$29.57	\$2,207.81	\$57,402.97	\$57,977.00		\$59,125.06		\$59,125.06		\$60,847.15	
After (4) years*	\$21.68	\$32.53	\$2,428.59	\$63,143.27		\$63,774.70		\$65,037.57		\$66,300.43		\$66,931.87
Lieutenant	\$22.44	\$33.66	\$2,513.59	\$65,353.28		\$66,006.82		\$67,313.88		\$68,620.95		\$69,274.48

*Must have Fire Officer I and Fire Inspector I to qualify for this step.

Effective January 1, 2022 (2.1% across-the-board):

	Hourly	Overtime	Pay Period (26)	Annually	1%	1%	3%	3%	5%	5%	6%	6%
					After 5 Yrs w/o cert.	After 5 Yrs w/cert	After 10 Yrs w/o cert.	After 10 Yrs w/cert.	After 15 Yrs w/o cert	After 15 Yrs w/cert.	After 20 Yrs w/o cert	After 20 Yrs w/cert.
Starting Rate	\$16.53	\$24.79	\$1,851.26	\$48,132.68								
After (1) years	\$17.88	\$26.82	\$2,002.65	\$52,068.84								
After (2) years	\$18.97	\$28.45	\$2,124.24	\$55,230.16								
After (3) years	\$20.13	\$30.19	\$2,254.17	\$58,608.44	\$59,194.52		\$60,366.69		\$61,538.86		\$62,124.94	
After (4) years*	\$22.14	\$33.21	\$2,479.59	\$64,469.28		\$65,113.97		\$66,403.36		\$67,692.74		\$68,337.44
Lieutenant	\$22.91	\$34.37	\$2,566.37	\$66,725.70		\$67,392.96		\$68,727.47		\$70,061.99		\$70,729.25

*Must have Fire Officer I and Fire Inspector I to qualify for this step.

Name	Date of Hire	Years of Svc	Current Pay	Annual Salary	Med	WRS	Longevity			Proposed Pay	Med	WRS	Longevity			Difference
							Dollars	Total	Longevity %				Dollars	Total	Longevity %	
Benson, Jarod J	1/5/2017	3	\$ 1,881.66	\$ 48,923.10	\$ 709.38	\$ 8,033.17	0%	\$ -	\$ 57,665.66	\$56,222.30	\$815.22	\$9,231.70	0%	\$0.00	\$66,269.23	\$ (8,603.57)
Edwards, Ty T	11/25/2019	1	\$ 1,739.86	\$ 45,236.34	\$ 655.93	\$ 7,427.81	0%	\$ -	\$ 53,320.07	\$46,173.05	\$669.51	\$7,581.61	0%	\$0.00	\$54,424.17	\$ (1,104.10)
Vacant			\$ 1,739.86	\$ 45,236.34	\$ 655.93	\$ 7,427.81	0%	\$ -	\$ 53,320.07	\$49,948.95	\$724.26	\$8,201.62	0%	\$0.00	\$58,874.83	\$ (5,554.76)
Manglitz, Austin	4/14/2020	0	\$ 1,705.62	\$ 44,346.10	\$ 643.02	\$ 7,281.63	0%	\$ -	\$ 52,270.75	\$46,173.05	\$669.51	\$7,581.61	0%	\$0.00	\$54,424.17	\$ (2,153.43)
Nagy, Wayne A	8/31/1998	22	\$ 2,191.91	\$ 56,989.75	\$ 826.35	\$ 13,204.53	6%	\$ 3,419.39	\$ 74,440.01	\$64,009.09	\$928.13	\$14,830.91	6%	\$3,840.55	\$83,608.68	\$ (9,168.67)
Netwal, James J	11/1/2010	10	\$ 2,117.79	\$ 55,062.57	\$ 798.41	\$ 12,758.00	3%	\$ 1,651.88	\$ 70,270.85	\$56,222.30	\$815.22	\$13,026.71	3%	\$1,686.67	\$71,750.90	\$ (1,480.05)
Schulte, Mitchell F	10/8/2018	2	\$ 1,705.62	\$ 44,346.10	\$ 643.02	\$ 7,281.63	0%	\$ -	\$ 52,270.75	\$52,981.57	\$768.23	\$8,699.57	0%	\$0.00	\$62,449.37	\$ (10,178.63)
Southworth, Jeremy M	3/6/2001	19	\$ 2,117.79	\$ 55,062.57	\$ 798.41	\$ 12,758.00	5%	\$ 2,753.13	\$ 71,372.10	\$61,844.53	\$896.75	\$14,329.38	5%	\$3,092.23	\$80,162.89	\$ (8,790.78)
Taylor, Cory M	10/21/2007	13	\$ 2,117.79	\$ 55,062.57	\$ 798.41	\$ 12,758.00	3%	\$ 1,651.88	\$ 70,270.85	\$61,844.53	\$896.75	\$14,329.38	3%	\$1,855.34	\$78,926.00	\$ (8,655.14)
Vacant			\$ 1,739.86	\$ 45,236.34	\$ 655.93	\$ 7,427.81	0%	\$ -	\$ 53,320.07	\$46,173.05	\$669.51	\$7,581.61	0%	\$0.00	\$54,424.17	\$ (1,104.10)
Veldboom, Jason A	9/29/2014	6	\$ 1,996.21	\$ 51,901.39	\$ 752.57	\$ 8,522.21	1%	\$ 519.01	\$ 61,695.18	\$61,844.53	\$896.75	\$10,154.87	1%	\$618.45	\$73,514.60	\$ (11,819.42)
Yonkovich, Corey S	9/8/1998	22	\$ 2,191.91	\$ 56,989.75	\$ 826.35	\$ 13,204.53	6%	\$ 3,419.39	\$ 74,440.01	\$64,009.09	\$928.13	\$14,830.91	6%	\$3,840.55	\$83,608.68	\$ (9,168.67)
			\$ 604,392.92	\$ 8,763.70	\$ 118,085.10			\$ 13,414.67	\$ 744,656.39	\$667,446.07	\$9,677.97	\$130,379.89		\$14,933.77	\$822,437.70	\$ (77,781.31)

COLA	10056.55	Fire Budget	2020 budget	790161
	3846.61		2020 wage	750336
Budget Increase	13903.16		difference	39825
Med	201.59582			
WRS	2601.72			
	16706.48			
New FF (3)	99680.84			
Med	1445.37			
WRS	16367.59			
	117493.81			
	134200.28			
\$	56,418.97			

56531.48 add budget difference and cola budgeted
 \$ (21,249.84) difference between 77,781.31 and 56531.48

Proposal 5

ARTICLE XXIII – DRUG & ALCOHOL TESTING

See APPENDIX II – City Policy 6.05(b) Drug Free Workplace – Non DOT (or as revised).

Proposal 6

20.3 Wages See spreadsheet for wage increases

OK 29.1 - Employees who have successfully completed probation five (5) years as a of full-time firefighter employment with the Onalaska Fire Department shall qualify immediately for be entitled to reimbursement of tuition for pre-approved courses in the pursuit of degrees at accredited institutions of higher learning related to fire prevention or fire science, as determined by the Fire Chief. All courses subject to tuition reimbursement shall be pre-approved by the Fire Chief prior to the course. The decision to approve or disapprove a course for reimbursement eligibility shall not be subject to the grievance procedure. An annual maximum of \$500.00 per calendar year per firefighter, and a lifetime maximum of \$1,500.00 per firefighter shall apply. Reimbursement will be made only after a grade report with proof of an academic grade of "C" or better is submitted to the Fire Chief with a receipt from the educational institution showing payment in full. Reimbursement is limited to tuition, lab or course fees, and books and will be made only when proper documentation is submitted to the Fire Chief within 30 days of course completion or receipt of grade report, whichever is later.

Proposal 7

OK 32.1 - Effective Date of Agreement. All articles of this Agreement will be effective January 1, 201820.

2.02.19 Salary and Expenses

- A. **Salary.** Commencing on April 20, 2021, upon election alderpersons shall be compensated Four Thousand Eight Hundred Dollars (\$4,800.00) per calendar year paid monthly while holding office. At the beginning of the each term thereafter, the compensation shall increase by the same percentage as approved by the Council for the full-time non-union positions for the preceding two years.
- B. **Expenses.** Commencing on April 20, 2021, upon election alderpersons shall receive One Thousand Two Hundred Dollars (\$1,200.00) per year paid monthly for general un-itemized expenses. Commencing the third Tuesday of each of each April thereafter, the expenses shall increase by the same percentage as set forth by Council for the full-time non-union positions for that year. Covered expenses include those expenses not authorized through the Common Council budget to be used for standard business expenses as authorized under IRS guidelines incurred in representing the Alderperson's district.

2.02.22 Salary

- A. **Salary.** Commencing on April 16, 2024, the Mayor shall be compensated Twenty Thousand Dollars (\$20,000.00) per calendar year paid monthly while holding office. Commencing with each new term, the compensation shall increase by the same percentage as approved by the Council for the full-time non-union positions for the four years prior.
- A. **Expenses.** Commencing on April 20, 2021, upon election the Mayor shall receive Two Thousand Four Hundred Dollars (\$2,400.00) per year paid monthly for general un-itemized expenses. Commencing the third Tuesday of each of each April thereafter, the expenses shall increase by the same percentage as set forth by Council for the full-time non-union positions for that year. Covered expenses include those expenses not authorized through the Common Council budget to be used for standard business expenses as authorized under IRS guidelines incurred in representing the City of Onalaska.

** This should be April 16, 2024



CITY OF ONALASKA

ATTORNEY'S OFFICE

415 Main Street | Onalaska, WI 54650 | p: (608) 392-0235 | www.cityofonalaska.com

MEMO

Date: July 14, 2020
To: Onalaska Common Council
From: Attorney Amanda Jackson
Re: Common Council/Elected Official Salaries

Background: The Common Council currently receives a salary of \$200/month and an expense stipend of \$200/month. During the 2020 budget cycle it was proposed that expenses be increased by \$100/month, ultimately the council opted to include a \$100/month salary increase in the budget instead. Had that increase been implemented it would have taken affect for ½ of the Council after the 2020 election and ½ of the Council after the 2021 election. The increase was not implemented as the salary for an elected official cannot be changed via the budget without further action. Further action would have had to occur prior to the earliest opportunity to file nomination papers, making the timeline unattainable. Fundamentally the decision to change the salary of elected officials would need to be made very early in the budget process to allow the necessary ordinance or resolution to be passed simultaneously with the budget itself. The amount budgeted for 2020 is currently funding the additional \$100/month stipend that is being provided for COVID related expenses and is set to expire at the end of December 2020.

Applicable Laws: Under WI Statute §62.09(6) a salary may be paid to the mayor or alderpersons when ordered by a three-fourths vote of all members of the council. Compensation is defined as a salary, per diem compensation for each day or part of day dedicated to service of the City or a combination of both. Compensation for an elective office must be established before the earliest time for filing nomination papers for the office. After that time, no change may be made in the compensation for the office that applies to the term of office for which the deadline applies. The compensation established for an elective office remains in effect for the ensuing term unless changed. Expenses are not governed under Wisconsin Statute but are governed by case law. Monthly general expenses paid to the mayor and members of council may be increased midterm without violating the above referenced statutes unless the amounts are not reasonably related to the actual expenses incurred by the mayor and alderpersons and instead are designed to increase the official's level of compensation. *Geyso v. City of Cudahy*, 34 Wis.2d 476, 483, 149 N.W.2d 611 (1967). Fundamentally, the amount of expenses received by the mayor and members of council must be reasonably related to actual expenses expected to be incurred. *Id.* Expenses must also follow IRS regulations and any expenses reimbursed over the amount of \$600/year will require that a 1099 be issued.

Options Moving Forward:

A. Short Term Expense Options Moving Forward:

I have been asked to put forth options related to the expenses moving forward, all of the below would require a resolution, tonight's meeting is to direct staff what, if any, resolution the Council would like drafted moving forward.

1. **Reimbursable Expenses.** Expenses could be done by reimbursement up to \$300 rather than by stipend, Council Members would submit monthly receipts and the Administrator/Finance Department would review and approve the expenses. Any expense reimbursements that would be denied could be appealed to the Common Council. It is recommended that this be a short-term change that would sunset upon the next regular election term for each council member.
2. **Reimbursable Expenses/Stipend.** The current stipend amount could remain in place and any individual who incurs expenses above the \$200/month stipend could seek reimbursement for up to an additional \$100/month in expenses. Please note that in this scenario the individual would need to show both the initial \$200 in expenses and the additional up to \$100 in expenses. It is recommended that this be a short-term change that would sunset upon the next regular election term for each council member.
3. **Take No Action.** The monthly expense stipend will stay at \$200 and the increased \$100/month stipend for COVID expenses will sunset on December 31, 2020.
4. **Alternative Options.** The Common Council may change the amount of expenses that they receive for any given period of time, subject to the applicable laws above.

B. Long Term Options Moving Forward: After significant discussion, Fred, Eric and I would recommend that moving forward the City eliminate expenses all together. Expenses, if not properly attributable to actual expenses incurred have the most risk for challenge and the most potential liability for elected officials. Instead we would propose that the salaries be increased for all elected officials beginning with the April 2021 terms. Those elected in 2021 would receive the salary change upon election; those elected in 2022 would receive the salary change in April 2022. The Mayor would receive the salary change in 2024. In order to ensure that salaries are adjusted kept more up to date, I am proposing the salaries will be tied to the Cost of Living Adjustment (COLA) that is received by the full time non-union employees. Each term, the salary will be adjusted based on the prior two years (four for the Mayor) of COLA.

Here are the revised proposed sections for the new Title 2:

2.02.19 Salary

- A. **Salary.** Commencing on April 20, 2021, upon election alderpersons shall be compensated Six Thousand Dollars (\$6,000.00) per calendar year paid monthly while holding office. At the beginning of the each term thereafter, the compensation shall increase by the same percentage as approved by the Council for the full-time non-union positions for the preceding two years.

2.02.22 Salary

- A. **Salary.** Commencing on April 16, 2024, the Mayor shall be compensated Twenty Two Thousand Four Hundred Dollars (\$22,400.00) per calendar year paid monthly while holding office. Commencing with each new term, the compensation shall increase by the same percentage as approved by the Council for the full-time non-union positions for the four years prior.

AN ORDINANCE TO AMEND TITLE 3 OF THE CODE
OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO FINANCE

THE COMMON COUNCIL OF THE CITY OF ONALASKA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Title 3 Finance is hereby deleted in its entirety and replaced as follows:

Title 3 Finance

Chapter 01 Finance

Division 1 Finance Administration

3.01.11 Fee for Returning Checks with Insufficient Funds; Reimbursement of Collection Costs

- A. **Insufficient Fund Fee.** There shall be a Thirty Dollar (\$30.00) fee for processing checks made payable to the City that are returned because of insufficient funds in the account in question.
- B. **Collection.** Collection costs and attorney's fees shall be added to the principal amounts of unpaid bills owed to the City that are placed with collection agencies.

3.01.12 Duplicate Treasurer's Bond Eliminated.

- A. **Bond Eliminated.** The City of Onalaska elects not to give the bond on the bond for the City Treasurer provided for by Sec. 70.67(1), Wis. Stats.
- B. **City Liable for Default of Treasurer.** Pursuant to Sec. 70.67(2), Wis. Stats., the City shall be obligated to pay, in case the City Treasurer shall fail to do so, all state and county taxes required by law to be paid by such City Treasurer to the County Treasurer.

3.01.13 Public Depositories

- A. The Common Council shall designate the public depository or depositories within this state within which City funds shall be deposited, and when the money is deposited in such depository in the name of the City, the Financial Services Director and bondsman shall not be liable for such losses as are defined by state law. The Financial Services Director shall invest said money and the interest arising therefrom shall be paid into the City Treasury. Pursuant to state law, designated public depositories shall be required to pledge U.S. Treasury Notes equal in amount to any uninsured balance on the City's deposit. State Law Reference: Ch. 34 and Sec. 62.12(7), Wis. Stats.

3.01.14 Claims against the City

- A. **Payment of Claims.** In addition to, and in lieu of the other methods provided by statute for the payment of claims against the City, financial claims against the City may be paid from the City Treasury after the Common Council shall have audited and approved each such claim as a proper charge against the Treasury and shall have endorsed their approval thereon, after having determined that the following conditions have been complied with:
 - 1. That funds are available therefor, pursuant to the budget approved by the Council;
 - 2. That the item or service covered by such claim has been duly authorized by the proper the proper official, department head or board or commission;
 - 3. That the item or service covered by such claim has been duly authorized by the property official, department head, or board or commission;
 - 4. That the item or service has been actually supplied or rendered in conformity with such authorization;
 - 5. That the claim is just and valid, pursuant to law. The Financial Services Director may require the submission of such proof and evidence to support the foregoing in their discretion as they deem necessary.

3.01.15 Temporary Investment of Funds Not Immediately Needed

- A. The Financial Services Director may invest any City funds not immediately needed pursuant to Secs. 66.04(2) and 219.05, Wis. Stats.

3.01.16 Facsimile Signatures

- A. In lieu of the personal signatures of the City Clerk and Mayor, there may be affixed on order checks the facsimile signatures of such persons adopted by them and approved by the Common Council, but the use of the facsimile signature shall not relieve such official from any liability to which they are otherwise subject, including the unauthorized use thereof.

3.01.17 Accounts Receivable

- A. **Receiving Money.** The Financial Services Director or their deputies shall not receive any money into the Treasury from any source except on account of taxes levied and collected during the fiscal year for which they may then be serving, without giving a receipt therefor in the manner specified by the Common Council.
- B. **Receipts.** Upon the payment of any money (except for taxes as herein provided), the Financial Services Director shall make out a receipt in duplicate for the money so received. The Financial Services Director shall charge the amount thereof to the Treasury and credit the proper account. The payment of the money to any receiving agent of the City or to the City or to the Financial Services Director shall be safeguarded in such manner as the Common Council shall direct.
- C. **Billing Procedures.** Billings by the City may be paid within thirty (30) days after billings without interest. Thereafter, interest may be charged at the rate of one and one-half percent (1½ %) per month or any fraction thereof, until the fifteenth (15th) day of November. Bills not paid on or before the fifteenth (15th) of November shall have added to the total amount due one and one-half percent (1½ %) of said charges shall be entered on the tax role as a special charge and become a lien upon real estate.

3.01.18 Statement of Special Assessments

- A. Any party may obtain a Statement of Special Assessments from the City Clerk with respect to the following information necessary for transfers of real property including:
1. The amount of outstanding special assessments;
 2. Deferred assessments;
 3. Changes in assessments;
 4. Amount of taxes;
 5. Outstanding water and sewer bills;
 6. Current water and sewer bills;
 7. Contemplated improvements;
 8. Floodplain status; and
 9. Violations of the building and health codes.
- B. The Statement of Special Assessments shall be provided in a form prepared by the City Clerk upon payment of the fee as set forth in the City of Onalaska Fee Schedule. A minimum of forty-eight (48) hours is required for preparation of a Statement of Real Property Status.

3.01.19 Annual Audits

- A. A firm of certified public accountants shall be employed each year by the City, subject to the confirmation of the Common Council to conduct a detailed audit of the City's financial transactions and its books, and to assist the Financial Services Director in the management of the City's financial affairs, including the City's public utilities. These auditors shall be employed on a calendar-year basis.

Division 2 City Budget

3.01.21 Fiscal Year

- A. The calendar year shall be the fiscal year.

3.01.22 City Budget

- A. **Departmental Estimates.** On or before October 1 of each year, each officer, department, board and committee shall file with the Financial Services Director an itemized statement of disbursements during the preceding fiscal year, and a detailed statement of the receipts and disbursements on account of any special fund under the supervision of such officer, department, board or committee during such year, and of the conditions and management of such fund; also detailed estimates of the same matters for the

current fiscal year and for the ensuing fiscal year. Such statements shall be presented in the form prescribed by the City and shall be designated as "Departmental Estimates," and shall be as nearly uniform as possible for the main division of all departments.

- B. **Consideration of Estimates.** The Financial Services Director and Administrator shall consider such departmental estimates in consultation with the Department Head and recommend to the Common Council's Finance and Personnel Committee a budget amount for such department or activity. The Finance and Personnel Committee and Common Council shall assist the Financial Services Director and Administrator in developing a proposed budget for submission to the Common Council.
- C. **Proposed Budget.** On or before November 1, the Finance and Personnel Committee shall prepare and submit to the Common Council a proposed budget presenting a financial plan for conducting the affairs of the City for the ensuing calendar year. The budget shall include the following information:
 - 1. The expense of conducting each department and activity of the City for the ensuing fiscal year and last preceding fiscal year, with reasons provided for increase and decrease recommended as compared with appropriations for the current year.
 - 2. An itemization of all anticipated income from the City from sources other than general property taxes and bonds issued, with a comparative statement of the amounts received by the City from each of the same or similar sources for the last preceding and current fiscal year.
 - 3. An estimate of the amount of money to be raised from general property taxes which, with income from other sources, will be necessary to meet the proposed expenditures.
 - 4. Such other information as may be required by the Common Council and by state law.
- D. **Copies of Budget.** The Financial Services Director shall provide a reasonable number of copies of the budget summary thus prepared for distribution to citizens. The entire fiscal budget shall be available for public inspection in the Office of the Financial Services Director during regular office hours.
- E. **Budget Hearing.**
 - 1. The Financial Services Director shall submit to the Council at the time the annual budget is submitted the draft of an appropriation ordinance providing for the expenditures proposed for the ensuing fiscal year. Upon the submission of the proposed appropriation ordinance to the Council, it shall be deemed to have been regularly introduced therein.
 - 2. A summary of such budget and notice of the time and place where such budget and detail is available for public inspection and notice of the time and place for holding the public hearing thereof shall be published in the official newspaper of the City at least fifteen (15) days prior to the time of such public hearing.
 - 3. Not less than fifteen (15) days after the publication of the proposed budget and the notice of hearing thereof, the public hearing shall be held at the time and place stipulated, at which time any resident or taxpayer of the City shall have an opportunity to be heard on the proposed budget. The budget hearing may be adjourned from time to time.
 - 4. A majority vote of the Common Council is required to adopt the proposed budget and appropriation ordinance.
- F. **Budget Resolutions.** The Common Council, by resolution, shall appropriate out of the receipts of the City of Onalaska for the budget year, including monies received from the general property tax, the amounts set forth in the budget as adopted by Common Council in November of each year, which shall be incorporated herein by reference
- G. **Tax Levies.** The Common Council, by resolution, shall establish the amounts levied on taxable property within the City of Onalaska each year, which shall be incorporated herein by reference. The City Clerk is hereby authorized and directed to spread the aforesaid levies on the current tax roll of the City.

3.01.23 Budget Changes

- A. Upon recommendation of the Finance and Personnel Committee, the Common Council by resolution may at any time, by a two-thirds (2/3) vote of the entire membership, transfer any portion of an unencumbered balance of an appropriation to any other purpose or object. Notice of such transfer shall be given by publication within ten (10) days thereafter in the official newspaper of the City.

3.01.24 City Funds to Be Spent in Accordance with Appropriation

- A. No money shall be drawn from the treasury of the City, nor shall any obligation for the expenditure of money be incurred, except in pursuance of the annual appropriation in the adopted budget or when changed as authorized by Section 3.01.23 of this Division. At the close of each fiscal year, any unencumbered balance of an appropriation shall revert to the general fund and shall be subject to re-appropriation; but appropriations may be made by the Common Council, to be paid out of the income of the current year, in furtherance of improvements or other objects or works which will not be completed within such year, and any such appropriation shall continue in force until the purpose for which it was made shall have been accomplished or abandoned.

3.01.25 Compensation of City Officials and Employees

- A. The salaries, wages, and other compensation of City officials and employees of the City of Onalaska are established by resolution of the Common Council and incorporated herein by reference.

Chapter 02 Special Assessments

Division 1 General Provisions

3.02.11 Common Council Authority to Levy Special Assessments

- A. The City of Onalaska by resolution of its Common Council may levy and collect special assessments upon property in a limited and determinable area for special benefits conferred upon such property by any municipal work or improvement and may provide for the payment of all or any part of the cost of the work or improvement. In addition to other methods approved by law, special assessments for any public work or improvement or any special charge for current services may be levied in accordance with the provisions of this Chapter.
- B. The amount assessed against any property for any work or improvement which does not represent an exercise of the police power shall not exceed the value of the benefits accruing to the property therefrom, and for those representing an exercise of the police power, the assessment shall be upon a reasonable basis as determined by the Common Council.
- C. The favored procedure in the City for proceeding with making specially assessable public improvements as generally set forth in this Chapter is not intended in any way to disregard or to bar proceeding under other methods provided by law for making of public improvements and for the levying of assessments therefor. Nor is this Chapter intended to be an exhaustive, detailed recodification of the state law under said statutory section. Detailed requirements still require reference to said statutory section and the subsections thereunder. The purpose hereof is to generally define and establish local procedures.
- D. **State Law Reference:** Secs. 66.0703 and 66.0717, Wis. Stats.

3.02.12 Costs that May be Paid by Special Assessment

- A. The cost of any work or improvement to be paid in whole or in part by special assessment on property may include the direct and indirect cost thereof, the damages occasioned thereby, the interest on bonds or notes issued in anticipation of the collection of the assessments, a reasonable charge for the services of the administrative staff of the City and the cost of any architectural, engineering and legal services, and any other item of direct or indirect cost which may reasonably be attributed to the proposed work or improvement. The amount to be assessed against all property for any such proposed work or improvement shall be apportioned among the individual parcels in the manner designated by the Common Council.

3.02.13 Exemptions; Deductions

- A. If any property deemed benefited shall by reason of any provision of law be exempt from assessment therefor, such assessment shall be computed and shall be made part of the total project cost.
- B. **Corner Lot Credit.** A parcel of land against which has been levied a special assessment for the sanitary sewer or water main laid in one (1) of the streets upon which it abuts shall be entitled to such deduction or exemption as the Common Council determines to be reasonable and just under the circumstances of each case when a special assessment is levied for the sanitary sewer or water main laid in the other street upon which such corner lot abuts. Under any circumstances the assessment will not be less than the long way of such lot. The Common Council may allow a similar deduction or exemption from special assessments levied for any other public improvement.

3.02.14 Special Assessment for Public Improvements Process

- A. **Preliminary Resolution.** Public improvements carried out pursuant to Sec. 66.0703, Wis. Stats., and this Chapter shall be initiated by a preliminary resolution presented to the Board of Public Works and then Council by the Director of Public Works, which resolution shall declare the Council's intention to exercise its assessment powers for such municipal purpose(s), describe the same, the limits of the proposed assessment district, the number of installments in which special assessment may be paid or that the number of installments will be determined at hearing thereon, and direct the Director of Public Works to make a report thereon. After adoption of such preliminary resolution by the Common Council, copies thereof shall be forwarded by the City Clerk to the Director of Public Works. The City Clerk shall forthwith, after adoption of such preliminary resolution, obtain a list of the names and addresses of all interested persons, if with reasonable diligence their names and addresses may be obtained, and forward the same

to the Director of Public Works. Upon receipt of copy of such preliminary resolution, the Director of Public Works shall prepare the report thereon.

- B. **Report.** The report required under Section 3.02.14.A above shall consist of:
1. Preliminary or final plans and specifications;
 2. An estimate of the entire cost of the proposed work or improvement;
 3. An estimate, as to each parcel of property affected, to include:
 - a. The assessment benefits to be levied;
 - b. The damages to be awarded for the property taken or damages;
 - c. The net amount of such benefits over damages or the net amount of such damages over benefits
 4. A statement that the property against which the assessments are proposed is benefited, where the work or improvements constitute an exercise of the police power. In such case, the estimates required under Section 3.02.14.B.3 above shall be replaced by a schedule of the proposed assessments.
 5. A copy of the report when completed shall be filed with the City Clerk for public inspection.
- C. When the Common Council determines by resolution that the hearing on the assessments be held subsequent to the completion of the work or improvement or rendering of the service, the report required by Sec. 66.0703(5), Wis. Stats., and A. and B. above shall still contain a statement of the final cost of the work, service or improvement in lieu of an estimate of the cost.
- D. **Notice Requirements.** On the completion and filing of the report and final resolution with the City Clerk required in Section 3.02.14.B.5 above, the Director of Public Works shall prepare a Notice of Hearing, which notice shall comply with Sec. 66.0703(7)(a), Wis. Stats., and state the nature of the proposed or approved work or improvement, the general boundary lines of the proposed assessment district and the place and time at which the report may be inspected. In publishing the Notice of Hearing, the City Clerk shall set the place and time at which all interested persons, their agents or attorneys may appear before the Common Council or Board of Public Works and be heard concerning the matters contained in the preliminary resolution and report. Such notice shall be signed by the City Clerk who shall cause the same to be published at least once in the official newspaper and shall mail a copy of such notice at least ten (10) days before the hearing to every interested person whose post office address is known or can be ascertained with reasonable diligence. The hearing shall commence not less than ten (10) days and not more than forty (40) days after the publication or mailing of said notice.
- E. **Waiver of Notice, Assessments Under.** The Council may, without any notice of hearing, levy and assess the whole or any part of the cost of any municipal work or whole or any part of the cost of any municipal work or improvement as a special assessment upon the property specifically benefited thereby whenever notice and hearing thereon is in writing waived by all the owners of property affected by such special assessment. In such cases, the procedure shall be the same as herein before provided excepting for the noticing and holding of public hearing thereon.
- F. **Council Actions after Hearing.**
1. Work or improvement previously authorized, approved or completed prior to the filing of the report or hearing:
 - a. If the work or improvement has not been previously authorized or approved, the Common Council shall approve the work or improvement and by resolution direct that the same be done and paid for in accordance with the report finally approved.
 - b. If the work or improvement has been approved by the Common Council or work commenced or completed prior to the filing of the report or prior to the hearing, then the Common Council shall by resolution confirm the report as made or modified and provide for payment in whole or in part by assessment.
 2. After the hearing the Council may:
 - a. Approve, disapprove, modify or re-refer the report to the Director of Public Works with such directions as it deems necessary to change the plans and specifications as to accomplish a fair and equitable assessment.
 - b. Continue the public hearing, preliminarily approve plans and specifications and, if the project requires advertising for bids, authorize and direct the advertisement therefor with a date certain for consideration and taking action thereon, inclusive of action on said report and action on final resolution.
 3. If an assessment be made against any property and an award of compensation or damage be made in favor of the property, the Common Council shall assess only the difference between such assessment of benefits and the award of compensation or damage.
- G. **Final Resolution.** The City Clerk shall publish the final resolution. After the publication of the final resolution, any work or improvement provided for and not yet authorized shall be deemed fully authorized and all awards of compensation or damage and all assessments made shall be deemed duly and properly made, subject to the right of appeal by Sec. 66.0703(12), Wis. Stats., or any other applicable provision of law.

- H. **Issuance of Special Assessment.** As soon as the assessable cost of such work or improvement is finalized, the Finance Department shall issue the special assessments for each property affected and specifying the manner in which payment is to be made and shall send copy of the respective assessment affecting each property to each owner's post office address that is known or can be obtained with reasonable diligence.
- I. **Council's Power to Amend, Cancel or Confirm Special Assessment.** If, after completion or after the receipt of bids, the actual cost of any work or improvement is found to vary materially from the original estimate, or the assessment is void or invalid for any reason, or if the Common Council determines to reconsider an assessment, it is empowered, after giving notice as required above to amend, cancel or confirm any prior assessment; and notice of this amending, canceling or confirming be given by the City Clerk as provided above.
- J. **Waiver.** The Common Council may, without notice or hearing, levy and assess all or any part of the cost of any work or improvement upon the property benefited if notice and hearing is waived in writing by property owners affected.

3.02.15 Special Circumstances

- A. **Combined Assessments.** If more than a single improvement is undertaken, the Common Council may combine the assessments as a single assessment on each property affected except that the property owner may object to any one or more of said improvements.
- B. **Cost of Improvement Less than Assessment.** If the cost of the work or improvement is less than the assessment levied, the Common Council without notice or hearing shall reduce each assessment proportionately. If the assessment has been paid either in part or in full, the City shall refund the property owner such overpayment.

3.02.16 Appeals; Appealed Assessments Payable When Due

- A. Any person against whose property a special assessment is levied under this Chapter may appeal therefrom in the manner prescribed by Sec. 66.0703(12) of the Wisconsin Statutes, as amended, within forty (40) days of the date of the final determination of the Common Council.
- B. Pursuant to Sec. 66.60(t), Wis. Stats., it shall be a condition to the maintenance of any appeal that any assessment appealed shall be paid when due and payable, and upon default in payment any such appeal shall be dismissed.

3.02.17 Payment of Special Assessments; Special Assessments a Lien on Property

- A. **Payment of Special Assessments.**
 - 1. **Without Interest.** Upon receipt of copy of special assessment, any person may pay the same in full, without interest, if paid to the City Treasurer within the grace period therein allowed and as allowed in the final resolution.
 - 2. **Installments.** As set forth in the final resolution, the Common Council may allow any special assessment, when they exceed One Hundred Dollars (\$100.00), to be paid in equal installments, equivalent to the length of time of any bond issuance that is issued for said improvements (the "Financing"), together with interest at the rate determined by the Common Council, uniform with other City special assessments, at a rate equal to one percent (1%) over the interest rate for the Financing together with engineering and administrative fees equal to seven and one-half percent (7.5%) of the project cost shall be added to the Special Assessment cost.
 - 3. **After Grace Period.** If any special assessment, or any part thereof, remains unpaid following the running of the grace period specified for payment without interest, at time of preparation of the first tax roll thereafter, the same together with interest computed thereon at the interest rate established in the final resolution and in said certificates computed thereon from the date of levy (i.e. date of final resolution) or the finalizing of assessable costs whichever is later, shall be entered in such tax roll in such manner as directed in said final resolution and certificate; thereafter, if the same be payable in installments, subsequent installments together with interest at said rate computed on declining balance shall be entered in subsequent tax rolls until fully paid. This provision is in no way intended to prohibit the prepayment of the balance owing at any time on principal together with interest to the date of payment only.
- B. **Assessment as Lien.** Pursuant to Subsection (13) of Sec. 66.0703, Wisconsin Statutes, any special assessment levied under this Chapter shall be a lien on the property against which it is levied on behalf of the City. The Common Council shall provide for the collection of such assessments and may establish penalties for payment after the due date. The Common Council shall provide that all assessments not paid by the date specified shall be extended upon the tax roll as delinquent tax against the property and all proceedings in relation to the collection of such delinquent taxes shall apply to such assessment, except as otherwise provided by statute.

- C. **Special Assessments Non Transferrable.** Special assessments shall not be transferred to a new owner and shall be immediately due and payable to the City when the parcel of real estate is sold, assigned, or conveyed.

3.02.18 Special Charges Permissible

- A. In addition to all other methods provided by law, special charges for current services may be imposed by resolution by the Common Council by allocating all or part of the cost of the property served. Such resolution setting forth the property location, the current service rendered by the City and the special charge therefor or cost thereof. Such resolution for special charges may include snow and ice removal, weed elimination, street scaling, repair of sidewalks or curb and gutter, garbage and refuse disposal, sewer and water service and tree care or removal. The provision for notice of such charges shall be optional with the Common Council except that in the case of street, sidewalk (except sidewalk repairs as part of the yearly Sidewalk Program Repairs), curb or gutter repair, a Class 1 notice published in the official City newspaper at least twenty (20) days before the hearing or proceeding and a copy of such notice mailed to every interested person whose post office address is known, at least ten (10) days before the hearing or proceeding. Such notice shall specify that on a certain date a hearing will be held by the Common Council as to whether the service in question shall be performed.
- B. Special charges for current services shall not be payable installments. If not paid within the period fixed by the Common Council in said resolution, such delinquent special charges, pursuant to Section 3.02.07.C, shall become a lien on said property as of the date of such delinquency and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property, as provided by Sec. 66.0627, Wis. Stats., and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge. Notice of special charges for current services need not be given except as required by Sec. 66.0627, Wis.Stats., as amended.
- C. Section 3.02.04.A of this Chapter shall not be applicable to the proceedings under this Section.

3.02.19 Miscellaneous Provisions

- A. If any assessment or charge levied under this Chapter is invalid because such Statutes are found to be unconstitutional, the Common Council may thereafter reassess such assessment or charge pursuant to the provisions of any applicable law.
- B. Notwithstanding any other provision of law, or this or other ordinance or resolution, it is specifically intended and provided by this Chapter that the City may levy special assessments for work or improvement against the property benefited either before or after the approval of the work plans and specifications, contracting for the work or completing the work or improvement.

Chapter 03 Disposal of Lost, Abandoned and Surplus Property

Division 1 Authority

3.03.11 Disposal of Surplus City Property

A. **Definitions.**

1. "Surplus City Property" is that property which is owned by the City of Onalaska and which has no further usefulness to the City. An item of property shall be considered to have no further usefulness when:
 - a. The item or its function has been totally replaced by other City property and no probable future function exists for it; or
 - b. The City no longer performs the service for which the item was purchased and no other service can reasonably be provided by the item; or
 - c. The item is no longer able to reliably or economically perform the work required of it.
2. Surplus property as defined in this Chapter shall not include land or buildings but shall include fixtures and such salvage as may be taken from a building without structural damage when such fixtures and salvage are not part of a demolition contract. Surplus City property shall not include property which is obtained by the City as a result of abandonment or loss by the property's original owner. Surplus City property shall not include items of property which are traded in for newer items. Surplus City property shall not include library materials used by the public library for lending purposes.

B. **Determination of Surplus City Property.**

1. Whenever an item of City property is determined to be surplus City property on the basis that the City no longer performs the service for which the item was purchased, the Financial Services Director and applicable Department Head shall determine whether or not the item is surplus City property.

C. **Disposition of Surplus City Property.**

1. Whenever it is determined that an item of property is surplus City property, it shall be disposed of in accordance with the City's Finance Policy Manual or as required by law.

3.03.12 Lost and Abandoned Property

A. City Custody of Lost or Abandoned Property.

1. Property which appears to be lost or abandoned, discovered by officers or turned in to the Chief of Police by citizens shall be disposed of according to this Section.
2. Lost and abandoned property will be examined by the Chief of Police for identifying marks in an attempt to determine the owner. If identifying marks are present, they shall be used by the Chief of Police to attempt to contact the owner to return the property. If no identifying marks are present, the property shall be taken into custody by the Chief of Police.
3. No City employee shall keep for their own use property found in the course of duty, nor take possession of property during off-duty hours when the discovery was made while on duty.
4. The Chief of Police shall permit citizens to claim lost property if they can provide sufficient proof that they are rightful owners.
5. No City employee shall receive any lost, stolen, abandoned or other unclaimed property from the Chief of Police, unless that person receives a written receipt signed by the Chief of Police, a copy of which shall remain with the Financial Services Director.

B. Disposal Procedures.

1. **Classes of Property.** All property which has been abandoned, lost or remained unclaimed for a period of thirty (30) days after the taking of possession of the same by the City shall be disposed of as follows, except that if the property is usable for City operations, the property need not be sold at auction, but may become the property of the City.
 - a. **Vehicles.** Vehicles shall be disposed of as set forth in the applicable provisions, of this Code of Ordinances.
 - b. **Intoxicating Liquor and Fermented Malt Beverages.** Intoxicating liquor and fermented malt beverages shall be destroyed.
 - c. **Firearms, Ammunition and Explosives.** Firearms or ammunition shall be returned to their rightful owner, destroyed, or transferred to the State Crime Laboratory, the division of law enforcement services of the Department of Justice, the Federal Bureau of Investigation or the Alcohol, Tobacco and Firearms bureau of the U.S. Department of Treasury. Any explosive, flammable, or other material proving a danger to life or property may be disposed of immediately upon taking possession thereof. The Chief of Police and the Fire Chief, after consulting with the County Sheriff's Department, are hereby authorized to determine the disposal procedure, provided, however, that any such procedure will attempt to return to its rightful owner any such material which appears to have been stolen.
 - d. **Other Property with a Fair Market Value of One Hundred Dollars (\$100.00) or Less.** An item of property with a fair market value of One Hundred Dollars (\$100.00) or less shall be destroyed or sold at public auction. Perishable property which deteriorates to a fair market value of less than One Hundred Dollars (\$100.00) shall be destroyed.
 - e. **Other Property with a Fair Market Value of Over One Hundred Dollars (\$100.00).** An item of property with a fair market value of more than One Hundred Dollars (\$100.00) shall be sold at public auction or by sealed bid.
 - f. **Illegal Property.** Property which cannot be legally possessed shall be destroyed.
2. **Disposal by Auction or Sealed Bid.**
 - a. Whenever any property under this Section is sold by public auction or sale or by sealed bid, such auction or the awarding of bids shall be preceded by a Class 2 notice describing the property and arranging the time and place for the auction or bid submission; such notice shall be published in the official City newspaper. The property auctioned or sold by sealed bid shall be sold in as-is condition to the highest bidder. No sale or auction shall occur until the Chief of Police has determined that the property has no value to any probable investigation or legal proceeding. The Department Head responsible for the property shall determine the time in which the successful bidder shall remove the property. In the event the property is not removed within that time, the property shall revert to the City and the amount of the bid be forfeited to the City.
 - b. Any City official selling property under this Section shall maintain for two (2) years an inventory of any property not disposed of by auction or sale by sealed bid and shall include a record of the date and method of disposal, any payment received for the property, and the name and address of the person acquiring the property.
3. **Lost Property.** Property which is found by persons and delivered to the Chief of Police for the purpose of locating the former owner shall not be considered abandoned or unclaimed under this Section until thirty (30) days after mailing to the person finding the property a notice that they may claim ownership of said property. The Chief of Police shall determine what portion, if any, of the

property or its value shall be given the finder. This provision shall not apply to any City employee finding property in the regular course of their employment.

4. **Payment to City Treasury.** All sums received from the sale of property under this Section shall be paid to the City Treasury.

3.03.13 Unclaimed Funds

- A. **Unclaimed Funds.** On or before January 10 of every odd-numbered year, the City of Onalaska Finance Director or its designee, shall file with the treasurer of La Crosse County a written report under oath giving the names and the last-known addresses of all persons for whom the City of Onalaska Treasurer holds money or security, and which has not been claimed for at least one (1) year, and showing the amount of the money or the nature of the security in detail. A duplicate report shall also be mailed to the Wisconsin Department of Financial Institutions. Upon receiving the reports the La Crosse County Treasurer shall cause to be published a Class 3 notice, under Ch. 985, Wis. Stats., on or before February 1 of the same year, which contains the names and last-known addresses of the owners of the unclaimed money or security that has a value of at least Ten Dollars (\$10.00), and shall state that unless the owners call for and prove their ownership of the money or security, within six (6) months from the time of the completed publication, the City of Onalaska Treasurer shall give possession or control of the money or security to the La Crosse County Treasurer. At the end of the six (6) months from the time of the completed publication, the La Crosse County Treasurer shall also take possession or control of all money or security of persons for whom the City of Onalaska Treasurer holds money or security, and which has not been claimed for at least one (1) year, if the money or security has a value of less than Ten Dollars (\$10.00).
- B. **Unclaimed Funds in County Possession.** Any money or security which the La Crosse County Treasurer has taken control over under Section (A.) above and has had in its possession or control for more than one (1) year shall, to the extent possible, be deposited into the La Crosse County general revenue fund. Pursuant to Sec. 59.66(2)(a)1(am), Wis. Stats., money or security deposited pursuant to this section may remain in the County's general revenue fund or may be used by La Crosse County until the money or security is paid or delivered to its owner or becomes property of the county. If within ten (10) years from the time any such money or security is delivery to La Crosse County, the owner of the money or security proves to the satisfaction of the La Crosse County Treasurer the owner's right to the possession of the money or security, it shall be paid or delivered to the owner. If no such proof is made, then at the end of the ten (10) year period the money or property shall become the property of the county. Nothing in these sections shall be construed to deprive the owner of any such property of the owner's right to proceed by court action for the recovery of such money or security from the treasurer.
- C. **Penalty.** Any person violating any provision of this section, shall upon conviction, be fined not less than Fifty Dollars (\$50.00) nor more than Two Hundred Dollars (\$200.00) or imprisoned for not less than thirty (30) days nor more than six (6) months.

Dated this ____ day of _____, 2020.

CITY OF ONALASKA

By: _____
Kim Smith, Mayor

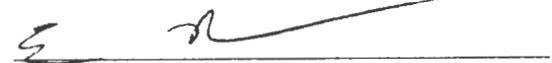
By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1671 – 2020

Please route in this order

Eric Rindfleisch, Administrator

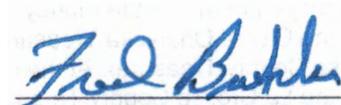

(signature)

No Fiscal Impact

Budgeted Item

Will need \$ _____ for _____ to meet the requirements of this ordinance.

Fred Buehler, Financial Services Director

 5-26-2020
(signature)

No Fiscal Impact

Budgeted Item

Will need \$ _____ for _____ to meet the requirements of this ordinance.

**AN ORDINANCE TO AMEND TITLE 5 OF THE CODE
OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO PUBLIC SAFETY**

THE COMMON COUNCIL OF THE CITY OF ONALASKA DOES HEREBY ORDAIN AS
FOLLOWS:

SECTION I. Title 5 Public Safety is hereby deleted in its entirety and replaced as follows:

Title 5 Public Safety

Chapter 01 Law Enforcement

Division 1 Authority

5.01.11 Organization of Police Department

A. The Onalaska Police Department shall consist of a Chief of Police ("Police Chief") and such other officers, assistants, and patrolmen as from time to time may be appointed, pursuant to the provisions of the Wisconsin Statutes, the ordinances and resolutions of the Common Council, and the rules and regulations of the Police and Fire Commission.

5.01.12 Records and Reports

- A. **Reports.** The Police Chief shall provide reports to the Mayor of the activities of the Department.
- B. **Police Records.** The Department shall keep appropriate records through their Record Management System of the events of the Department as required by Wisconsin Statutes.

5.01.13 General Powers of Police Officers

- A. Every member of the Police Department shall:
1. Familiarize themselves with the ordinances of the City and the Statutes and attend to the enforcement of such ordinances by all lawful means.
 2. Help prevent crimes, misdemeanors and violations of City ordinances, State laws, health orders and protect the health, safety, public peace and order of the City and its inhabitants.
 3. Report all street and sidewalk obstructions, unlighted street lamps, unlawful street signs or signals, and defective or dangerous streets and sidewalks to the appropriate City department.
 4. Maintain order at the scene of a fire or any other fire response within the City or any act of disobedience/civil unrest.
 5. See that the necessary permits and licenses issued by the State or City are in the possession of or properly displayed by any person engaged in an activity or business within the City for which such permit or license is required and that the terms of such permits or licenses are complied with.
 6. Perform such other lawful duties as ordered by the Chief of Police or their authorized designee.

5.01.14 Responsibilities of Chief of Police

- A. **Duties.** In addition to the duties imposed upon them elsewhere in this Code of Ordinances, the Police Chief shall:
1. Have command of the Police Department on administrative matters, subject to the direction of the Mayor.
 2. Ensure maintenance of accurate records of complaints, crimes, traffic accidents, ordinance violations, arrests, summons, incidents, and calls for police service and shall provide a system of periodic summary and analysis to ensure the most efficient and effective deployment and use of the Department's resources. The Police Chief shall submit or cause to be submitted to the various agencies such reports and summaries as are required by Wisconsin Statutes or ordinances and shall participate in voluntary programs designed to improve law enforcement and public safety.
 3. Submit such reports and comply with such administrative procedures and policies as may be prescribed by the Mayor and Common Council relative to fiscal and administrative matters.
 4. Have exclusive control of the assignment, hours of duty, and transfer of all members of the Department.

5. Plan, organize, staff, direct, and control all of the human and material resources of the Department for the most effective and efficient discharge of its duty to protect persons and property, preserve the peace, protect the rights of citizens and enforce the Wisconsin Statutes and the ordinances of the City as are within its jurisdiction. The Police Chief shall supervise the preparation and presentation of annual reports and budgets for the Police Department. They shall be required to certify to the correctness of all bills incurred by the Department.
 6. Strive to maintain suitable, productive relationships with other City departments and with other governmental agencies and private organizations concerned with law enforcement, crime prevention, administration of justice and public safety. They shall cooperate and exchange information with other City departments in matters relating to their various functions.
 7. Plan and execute programs designed to prevent and repress crime, apprehend and prosecute offenders, recover property, and regulate non-criminal conduct, giving highest priority in the allocation of resources to crime and other offenses most hazardous to life and property.
- B. **Custody of Department Equipment.** The Police Chief shall be the custodian of all City property, equipment and supplies under the control of, or used by, the Police Department and shall be responsible for the care, maintenance, safeguarding and accurate records of such property, equipment, and supplies.
- C. **Custody of Department Property/Evidence.** The Police Chief shall be the custodian of all property/evidence and shall be responsible for the safekeeping, lawful disposition and accurate record of the same. They shall see that all property is returned to its lawful owner or otherwise disposed of according to the applicable statutes.

5.01.15 Rules and Policies for the Police Department

- A. The Police Chief shall establish and promulgate Rules of Conduct, Directives and Policies and Procedures and prescribe such duties for individual members as deemed necessary for the effective and efficient command and operation of the Department; provided no such Rules of Conduct, Directive or Policy Procedure duties or assignment shall be in conflict with the statutes, ordinances and approved City personnel rules and regulations.

5.01.16 Personnel

- A. The Police Chief shall comply with all provisions of the Law Enforcement Standards Board in regard to background investigations. The Police Chief shall be adequately informed of the activities of the Department and be assured that the duties of its subordinates are properly discharged. The Police Chief shall formulate procedures for recognizing outstanding performance by Department members, for investigating complaints of misconduct by any Department member and for taking appropriate disciplinary action subject to the provisions of the applicable statutes, policies and procedures, and rules of the Department.

5.01.17 Police Chief's Responsibility for Training

- A. The Police Chief is responsible for the training of all members of the Department. The Police Chief shall cause adequate and progressive programs of training to be organized and conducted to prepare Department members in the knowledge, procedures, and techniques of their duties and responsibilities. The Police Chief may delegate the administration of such training programs to the Assistant Chief or such other Department personnel as may be appropriate. The Police Chief shall insure that, within budgetary limitations, members of the Department attend training courses, seminars, and conferences necessary to maintain and improve their job skills and professional knowledge. The Police Chief shall encourage Department members to further their education in Law Enforcement through study, special courses, college attendance, extension programs, and independent readings.

5.01.18 Civilians to Assist

- A. All persons in the City, when called upon by any police officer or peace officer, shall promptly aid and assist them in the execution of their duties and whoever shall neglect or refuse to give such aid or assistance shall be subject to the general penalty as provided in Title 1 of this Code of Ordinances.

5.01.19 Onalaska Police Reserve

- A. **Establishment.** There shall be established within the corporate limits of the City of Onalaska a volunteer organization to be known as the Onalaska Police Reserve, the members thereof to be appointed by the Chief of Police and to serve without pay for their services.
- B. **Purpose.** The primary purpose of the Onalaska Police Reserve is to augment the regular police force in case of emergency, and members shall serve whenever it is necessary to provide additional personnel for special events and community functions within the City.
- C. **Authority.** The authority of the Onalaska Police Reserve, as well as its objectives, organizational chart, qualifications for membership, structure, membership, officers and pertinent information, rules and

requirements shall be controlled by a set of bylaws and procedures duly passed by the Onalaska Police Reserve Executive Board. The Chief of Police or their designee shall have the authority to command, train, control and supervise the police reserve.

- D. **Executive Board.** The Executive Board shall consist of the Commander, Deputy Commander, Reserve Sergeants, Professional Standards Sergeant and one (1) sworn Officer of the Onalaska Police Department. The Commander, Deputy Commander and sworn Officer are appointed by the Chief of Police with input from the Onalaska Police Reserve Executive Board. The Reserve Sergeants are appointed by the Professional Standards Sergeant subject to approval by the Chief of their designee.

Chapter 02 Fire Protection

Division 1 Authority

5.02.11 Fire Department Organization

- A. **Organization.** The Onalaska Fire Department shall consist of a Fire Chief and such other officers and firefighters as from time to time may be appointed pursuant to the provisions of national standards, Wisconsin Statutes and regulations, the ordinances and resolutions of the Common Council, and rules and regulations of the Police and Fire Commission.

5.02.12 Impeding Fire Equipment Prohibited

- A. No person shall impede the progress of a fire engine, fire truck or other fire apparatus of the Onalaska Fire Department along the streets or alleys of the City at the time of an emergency or when the Fire Department is using such streets or alleys in response to an emergency or for training.

5.02.13 Police Power of the Department; Investigation of Emergencies

A. **Police Authority at Fires.**

1. The Fire Chief, assistants and officers in command at any emergency are hereby vested with full and complete police authority at emergencies. Any officer of the Department may cause the arrest of any person failing to give the right-of-way to the Fire Department in responding to an emergency.
2. The Fire Chief may prescribe certain limits in the vicinity of any emergency within which no persons, excepting firefighters and police officers and those admitted by order of any officer of the Department, shall be permitted to come.
3. The Fire Chief shall have the power to cause the removal of any property whenever it shall become necessary for the preservation of such property from an emergency or to prevent the spreading of fire or to protect the adjoining property, and during the progress of any fire the Fire Chief shall have the power to cause the removal of all wires or other facilities and the turning off of all electricity or other services where the same impedes the work of the Department during the progress of an emergency.

B. **Fire Inspection Duties.**

1. The Fire Chief shall be the Chief Fire Inspector of the City of Onalaska and shall have the power to appoint one (1) or more Fire Inspectors each of whom shall perform all duties required of the Fire Inspectors by the laws of the State and rules of the Department of Safety and Professional Services, particularly Section 101.14, Wis. Stats.
2. While acting as Fire Inspector pursuant to Sec. 101.14(2), Wis. Stats., the Fire Chief, or any designee, shall have the right and authority to enter any building or upon any premises in the City of Onalaska at all reasonable hours for the purpose of making inspections or investigations which, under the provisions of this Code of Ordinances, they may deem necessary. Should the Fire Inspector find that any provisions of this Code relating to fire hazards and prevention of fires are being violated, or that a fire hazard exists which should be eliminated, it shall be their duty to give such directions for the abatement of such conditions as they shall deem necessary and, if such directions are not complied with, to report such noncompliance to the Fire Chief for further action.
3. The Fire Chief or any designees are required, to inspect all buildings, premises and public thoroughfares, except the interiors of private dwellings, for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire, or any violations of any law or ordinance relating to the fire hazard or to the prevention of fires. Such inspections shall be made at least once in six (6) months in all of the territory served by the Fire Department. Each six (6) month period shall begin on January 1 and July 1 of each year.
4. Written reports of inspections shall be made and kept on file in the office of the Fire Chief in the manner and form required by the Department of Professional and Safety Services.

5.02.14 Damaging Fire Hose Prohibited; Parking by Hydrants; Blocking Fire Lanes

- A. **Driving Over Fire Hose.** No person shall willfully injure in any manner any hose, hydrant or fire apparatus belonging to the City, and no vehicle shall be driven over any unprotected hose of the Fire Department when laid down on any street, private driveway or other place, to be used at any emergency, without the consent of the Fire Department official in command.
- B. **No Parking Near Fire.** It shall be unlawful for any person, in case of fire, to drive or park any vehicle within one block from the place of fire or bypass the police/fire apparatus without the consent and authority of the Fire Chief or any police officer.
- C. **Utilities Near Hydrants.** It shall be unlawful for any person, firm, business or corporation to install any above ground utilities or any portion of said utilities within eight (8) feet of any fire hydrant.
- D. **Plantings, Mailboxes and Other Items Near Hydrants.** It shall be unlawful for any person, firm, business, or corporation to place any planting, mailboxes or other items within eight (8) feet of any fire hydrant at any time.

5.02.15 Firefighters May Enter Adjacent Property

- A. **Entering Adjacent Property.** It shall be lawful for any firefighter while acting under the direction of the Fire Chief or any other officer in command to enter upon the premises adjacent to or in the vicinity of a building or other property then on fire for the purpose of extinguishing such fire and in case any person shall hinder, resist or obstruct any firefighter in the discharge of their duty, the person so offending shall be deemed guilty of resisting firefighters in the discharge of their duty.
- B. **Destruction of Property to Prevent the Spread of Fire.** During the progress of any fire, the Fire Chief or their assistant shall have the power to order the removal or destruction of any property necessary to prevent the further spread of fire; provided that it is inevitable that, unless such property is removed, other property is in danger of being destroyed by fire.

5.02.16 Duty of Bystanders to Assist

- A. Every person who shall be present at an emergency shall be subject to the orders of the Fire Chief or officer in command and may be required to render assistance in removing or guarding property. Such officer shall have the power to cause the arrest of any person or persons refusing to obey said orders.

5.02.17 Interference with Use of Hydrants Prohibited

- A. No person shall occupy any portion of such streets or alleys with a motorized or other vehicle between such fire engine or fire truck or other fire apparatus or any hydrant to which a fire hose may be, or may be about to be, attached.

5.02.18 Fire District Limit

- A. **Districts Designated.**
 - 1. City of Onalaska.
 - 2. Those municipalities or areas thereof for which the City provides fire service under contract.
- B. **Code Requirements.** All buildings erected within the fire district limits shall comply with the State Building Codes/Standards.

Chapter 03 Fire Prevention Code; Hazardous Materials

Division 1 Standards

5.03.11 Adoption of International, National, and State Codes/Standards

- A. The following provisions of International, National and State Codes/Standards, as from time to time amended, are incorporated herein by reference:
 - 1. International Building Code (IBC);
 - 2. National Fire Protection Association (NFPA) Codes and Standards which include, but is not limited to, NFPA 1 Uniform Fire Code; NFPA 101 Life Safety Code; and NFPA 5000 Building Code;
 - 3. Chapter SPS 101 – Regulation of Industry, Buildings, and Safety;
 - 4. Chapter SPS 307 – Explosives and Fireworks;
 - 5. Chapter SPS 308 – Mines, Pits and Quarries;
 - 6. Chapter SPS 309 – Anchoring and Securing of Movable Soccer Goals;
 - 7. Chapter SPS 314 – Fire Prevention;
 - 8. Chapter SPS 314 – Appendix;
 - 9. Chapter SPS 316 – Electrical;
 - 10. Chapter SPS 318 – Elevators, Escalators, and Lift Devices;
 - 11. Chapter SPS 328 – Smoke Detectors and Carbon Monoxide Detectors;

12. Chapter SPS 330 – Fire Department Safety and Health Standards;
13. Chapter SPS 361 – Administration and Enforcement;
14. Chapter SPS 362 – Buildings and Structures;
15. Chapter SPS 363 – Energy Conservation;
16. Chapter SPS 364 – Heating, Ventilating and Air Conditioning;
17. Chapter SPS 365 – Fuel Gas Appliances;
18. Chapter SPS 366 – Existing Buildings;
19. Chapter SPS 366 – Appendix;
20. Chapters SPS 375-379 – Buildings Constructed Prior to 191;
21. Chapter SPS 375 – Definitions and General Requirements;
22. Chapter SPS 376 – Factories, Office and Mercantile Buildings;
23. Chapter SPS 377 – Theaters and Assembly Halls;
24. Chapter SPS 378 – Schools and Other Places of Instruction; and
25. Chapter SPS 379 – Apartment Houses, Hotels and Places of Detention.

5.03.12 Onalaska Fire Prevention Local Codes/Standards

A. Means of Egress.

1. Required exit signs shall be illuminated at all times.
2. At every required exit doorway, and whenever otherwise required to clearly indicate the direction of egress, an approved exit sign shall be provided from all areas.
3. In the interior stairways, the floor level leading directly to the exterior shall be clearly indicated.
4. All exit aisles shall be maintained clear and unobstructed and be a minimum of thirty-six (36) inches wide.
5. Exit hardware shall be maintained.
6. Every door which serves as a required exit door or an exit access door serving any area, room, public passageway, stairway or building that can accommodate one hundred (100) persons, shall have such fastenings or hardware that can be opened from the inside by pushing against a single bar or plate.
7. Every exit door, exit access door, and egress paths to those doors shall be free from obstructions. Doors shall be unlocked when the building is occupied. No locking hardware requiring a key, padlock, chains, or other non-approved locking devices shall be used.
8. Storage is not permitted on rescue platforms.

B. Fire Protection Systems.

1. **Fire Extinguishers.**
 - a. **Where required.** In all buildings and structures provided for under the Fire Codes of the State and the City, a minimum size of 3-A: 40-B:C fire extinguisher shall be installed in a visible and easily accessible location.
 - b. Fire extinguishers shall be serviced and tagged annually and have the appropriate six (6) year maintenance and twelve (12) year hydro test if required.
 - c. Fire extinguishers shall not be obstructed or obscured from view.
 - d. Handheld fire extinguishers not housed in cabinets, shall be installed on supplied hangers or brackets.
 - e. Fire extinguishers weighing less than forty (40) pounds shall be installed so that the top is no more than five (5) feet above the floor.
 - f. Clearance between the bottom of the extinguisher and the floor shall never be less than four (4) inches.
2. **Fire Alarms and Smoke Detectors.**
 - a. The building owner shall be responsible for ensuring that the fire alarm and smoke detection systems are maintained in an operable condition at all times.
 - b. Operational tests are required monthly.
 - c. Fire alarm panels shall be kept locked at all times to prevent tampering.
 - d. Records of testing and maintenance are required to be maintained.
 - e. Landlords shall be responsible for all batteries and maintenance of smoke detectors in their buildings.
 - f. A detailed plan of the facility and alarm system components shall be readily available near the main entrance by the annunciator panel or other area approved by the Fire Department.
 - g. A detailed floor plan shall be submitted in an electronic format to the Fire Department for the purpose of pre-planning in the event of an emergency at the occupancy.
3. **Automatic Fire Sprinkler Systems.**
 - a. All fire sprinkler systems shall be inspected and maintained in accordance with (IAW) NFPA 25.
 - b. Noted deficiencies by contractors shall be corrected.
 - c. Complex systems with three (3) or more risers shall have a diagram in the sprinkler room indicating area covered.

- d. Fire Department Connection (FDC) shall have a five (5) inch storz connector for demands larger than five hundred (500) Gallons Per Minute (GPM).
 - e. FDC shall not be located more than two hundred (200) feet from a fire hydrant.
 - f. Water supplies for occupancies requiring additional water as specified in NFPA 1142 Table G.4.2 (b), (c), (d), and (e), may require additional water sources on site.
 - g. All inlets to the FDC shall be installed so that they face the fire apparatus access road.
 - h. A weatherproof horn/strobe alarm shall be installed above the FDC connection to indicate a water flow.
 - i. All fire sprinkler systems shall be monitored.
 - j. All fire sprinkler systems shall be serviced and tagged annually with a copy of the test record in a plastic sleeve at the main riser.
 - k. The Fire Department shall be notified if the system is shut off or impaired.
 - l. There shall be a minimum of eighteen (18) inches of clearance below all sprinkler heads.
 - m. Sprinkler heads shall be kept free of accumulation of dust, dirt, paint or other substances that may impair its operation.
 - n. Any defective, painted, or damaged sprinkler heads are required to be immediately replaced upon finding.
 - o. Companies installing, servicing, or testing fire sprinkler systems shall submit records of such work to the Onalaska Fire Department for review.
 - p. The Fire Chief may approve the removal of a non-required system based on their discretion. If approved, all components of the system shall be removed.
4. **Standpipe Systems.**
- a. Standpipe systems may be required in new commercial and residential structures that are three (3) stories in height and shall be required in structures that are four (4) or more stories in height. The Authority Having Jurisdiction ("AHJ") or their designee shall approve all systems.
 - b. An automatic water supply for a wet standpipe system shall be designed to provide not less than the flowing capacity from top outlets at not less than sixty-five (65) pounds per square inch (psi) flowing pressure for a period of thirty (30) minutes; five hundred (500) GPM for a single standpipe; seven hundred fifty (750) GPM for two (2) interconnected standpipes; and one thousand (1,000) GPM for larger systems.
 - c. All standpipe and hose systems shall be inspected and maintained in accordance with the NFPA 25 Standard.
5. **Inspection, Testing, Maintenance, Interferences, Tampering or Removal of All Fire Protection Equipment.**
- a. **Fire Protection System.** All approved devices, equipment and systems or combinations of systems used to detect a fire, activate an alarm, extinguish or control a fire, control or manage smoke and products of a fire or any combination thereof.
 - b. Owner or operators shall be responsible for the condition of all their fire protection systems and any other firefighting equipment.
 - c. Owners or operators of all fire protection systems and any other firefighting equipment shall maintain the systems in good operating condition.
 - d. All fire protection systems and other firefighting equipment shall be inspected, tested, and maintained in accordance with the adopted standards and good engineering practices.
 - e. The local Fire Department shall be notified whenever any fire protection system or any other firefighting equipment is shut down or impaired and when it is placed back in service. The owner shall arrange for immediate and continual servicing or repair of the impaired fire protection system or firefighting equipment until it is placed back in operation.
 - f. No person shall interfere with, tamper with or remove any fire protection system, emergency lighting system, fire hydrant, or any other firefighting equipment without first obtaining a written approval from the Fire Chief.
- C. **Commercial Cooking Equipment.**
- 1. The hood, exhaust, and fire protection systems shall meet the requirements set forth in NFPA 96 Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations and the Wis. Adm. Code.
 - 2. Cooking equipment involving vegetable oil or animal fats shall be protected by a Class K rated portable fire extinguisher provided within thirty (30) feet travel distance.
 - 3. Automatic fire extinguishing systems shall be serviced every six (6) months and after activation of the system. All systems shall be tagged and records maintained.
 - 4. The actuation of commercial cooking equipment fire suppression system shall automatically shut down the fuel and/or electrical power supply to the cooking equipment and activate the buildings fire alarm system. Reset shall be manual. A written record shall be maintained and available to the AHJ.

5. Hoods, grease-removal devices, fans, and ducts shall be cleaned to prevent the accumulation of grease. Cleaning shall be recorded and such records shall be maintained on the premises.
6. Excess grease and dirt shall not be allowed to accumulate on the equipment or on or in any part of the hood system.
7. Companies servicing or cleaning hood systems shall submit the service or maintenance records to the Onalaska Fire Department at least quarterly for review.
8. Noted deficiencies by contractors shall be corrected.

D. Electrical.

1. Extension cords shall not be substituted for permanent wiring placed under doors or floor coverings and may not be attached to any building or structure.
2. The front of electrical service equipment (panels) shall have a clear working space of not less than thirty (30) inches in width, thirty-six (36) inches in depth, and seventy-eight (78) inches in height.
3. Extension cords shall be of a three (3) prong U/L approved grounding type when used in conjunction with devices equipped with three (3) prong grounding type attachment plugs.
4. Multi-outlet assemblies, surge protectors and re-locatable power taps may not be attached to any structure or permanently mounted to any surface unless listed for the purpose. Multi-outlet assemblies, surge protectors and re-locatable power taps may not be daisy chained.

E. Knox Box.

1. A Knox box shall be installed on all new mercantile, commercial, & business occupied buildings. Multi-unit residential structures that have restricted access through locked doors and have a common corridor for access to living units shall be equipped with a Knox box approved by the Fire Department.
2. The Knox box shall be installed in a location that is approved by the Fire Department and shall be installed prior to the issuance of any Occupancy Permit.
3. Location: The Knox box shall be at or near the recognized public entrance of a building, five (5) to seven (7) feet from the ground. No steps, displays, signs, or other fixtures, structures, or protrusions shall be located around or under the box as to limit its access.
4. All required Knox box(s) shall be installed and have the proper keys prior to the issuance of an Occupancy Permit.

F. Fire Doors.

1. Listed closing devices and hardware shall be maintained on all fire doors.
2. All horizontal or vertical sliding and rolling fire doors shall be inspected and tested annually to check for proper operation and full closure.
3. Resetting of the release mechanism shall be done IAW the manufacturer's instructions.
4. A written record shall be maintained and shall be available to the AHJ.

G. Miscellaneous.

1. Fire apparatus access roads shall not be obstructed in any manner.
2. **Grills.** For other than one-and two family dwellings, no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhang portion or within ten (10) feet of any structure. Listed electrical ranges, grills, or similar apparatus shall be permitted. (See NFPA 1; 2006; p.142)
3. Flammable liquids are not allowed to be stored in basements.
4. Exterior doors shall be labeled when hazardous materials or conditions are present to alert emergency personnel.
5. The AHJ may require signs labeling interior doors, e.g. mechanical rooms (utilities).
6. **Large Box Commercial.**
 - a. For all large retail, wholesale, and warehouse commercial facilities that exceed twenty thousand (20,000) square feet, a floor plan shall be approved by the Fire Department showing the locations of wing stacks, end caps, or other islands of product that may be positioned in aisles.
7. **Fire Wall Identification Sign Requirements.**
 - a. **General.** The sign shall consist of three (3) circles arranged vertically on the exterior wall, marking the location of the firewall and centered on the firewall. The circles shall either be affixed directly to the surface of the building or may be placed on a background that is affixed to the building.
 - b. **Size of circle.** Each circle shall be the same size. The diameter of the circle shall be at least one and one-half (1 ½) inch (38 mm), but no greater than two (2) inches (51 mm).
 - c. **Spacing.** The circles shall be spaced an equal distance apart. The distance measured from the top of the uppermost circle to the bottom of the lowermost circle shall be no more than twelve (12) inches (305 mm).
 - d. **Color.** The color of the circle shall be red, amber (orange – yellow) or white. The color of the circle shall contrast with the color of the background.
8. **Pallets and Combustible Storage.**

- a. Pallets shall not be stored closer than thirty (30) feet from a building or in piles higher than twenty (20) feet.
 - b. The owner or occupant of any commercial property shall have an approved plan by the Fire Department for outside storage of combustible/salvage materials.
- H. **Application.** All non-residential structures in the City of Onalaska are subject to Section 5.3.12.A-G and 5.3.12.J.
- I. **Application to Residential Rental Properties With Three (3) Or More Units.**
- 1. All residential rental properties are subject to 5.3.12.A-G of this Section.
 - 2. Residential rental properties shall also comply with the following:
 - a. Dryers shall be vented outside with rigid or semi-rigid pipe.
 - b. Dryer pipes shall be cleaned and inspected annually or as needed.
 - c. Self-closing fire doors shall be tested and maintained.
 - d. Required Knox boxes by the AHJ shall have keys to access the building and alarm panel. At no time shall an alarm panel door be left unlocked.
- J. **Penalties.** Any person who shall violate any provision of this Chapter for which a penalty is not otherwise established by this Section shall be subject to a forfeiture of not more than Two Thousand Dollars (\$2,000.00) each day a violation exists shall constitute a separate offense.

5.03.13 Disclosure of Hazardous Materials and Infectious Agents; Reimbursement for Cleanup of Spills

- A. **Application.**
- 1. All persons, firms or organizations using, researching or producing hazardous materials and/or infectious agents shall notify the Fire Department as prescribed by this Section.
 - 2. The provisions of this Section shall apply to all persons, firms or organizations using, researching, producing or storing hazardous materials and/or infectious agents on and after the effective date of this Section.
- B. **Definitions.**
- 1. **Infectious agent.** A bacterial, mycoplasmal, fungal, parasitic or viral agent and arboviruses.
 - 2. **Hazardous materials.** Those materials that can cause death or disabling injury from brief exposure; those materials that could cause a lost-time injury from exposure; and those materials that could cause temporary disability or injury without permanent effects which are used, researched, produced or stored within or on premises except those household consumer products used at the point of consumption and not used for commercial or experimental purposes. This definition of hazardous materials shall include radioactive materials.
- C. **Information Required.**
- 1. Any person, firm or organization using, researching, producing and/or storing any hazardous materials shall provide in writing to the Fire Department the following information:
 - a. Address, location of where hazardous materials are used, researched, stored or produced;
 - b. The trade name of the hazardous material;
 - c. The chemical name and any commonly used synonym for the hazardous material and the chemical name and any commonly used synonym for its major components;
 - d. The exact locations on the premises where materials are used, researched, stored and/or produced;
 - e. Amounts of hazardous materials on premises per exact location;
 - f. The boiling point, vapor pressure, vapor density, solubility in water, specific gravity, percentage volatile by volume, evaporation rate for liquids and appearance and odor of the hazardous material;
 - g. The flash-point and flammable limits of the hazardous substance;
 - h. Any permissible exposure level, threshold limit value or other established limit value for exposure to a hazardous material;
 - i. The stability of the hazardous substance;
 - j. Recommended fire extinguishing media, special firefighting procedures and fire and explosion hazard information for the hazardous material;
 - k. Any effect of over-exposure to the hazardous material, emergency and first aid procedures and telephone numbers to call in an emergency;
 - l. Any condition or material which is incompatible with the hazardous material and must be avoided;
 - m. Any personal protective equipment to be worn or used and special precautions to be taken when handling or coming into contact with the hazardous materials; and
 - n. Procedures for handling or coming into contact with the hazardous materials.
 - 2. Any person, firm or organization using, researching, producing and/or storing infectious agent and/or carrier of an infectious agent shall provide in writing to the Fire Department the following:
 - a. The name and any commonly used synonym of the infectious agent;

- b. Address/location where infectious agents are used, researched, stored and/or produced;
 - c. The exact locations where infectious agents are used, researched, stored and/or produced;
 - d. Amount of infectious agent on premises per exact locations;
 - e. Any methods of route of transmission of the infectious agents;
 - f. Any symptoms of effect of infection, emergency and first aid procedure and a telephone number to be called in an emergency;
 - g. Any personal protective equipment to be worn or used and special precautions to be taken when handling or coming in contact with the infectious agent; and
 - h. Procedures for handling, clean-up and disposal of infectious agents leaked or spilled.
- D. **Reimbursement for Cleanup of Spills.** Any person who possesses or controls a hazardous material or infectious agent which was discharged or caused the discharge of a hazardous material or infectious agent shall reimburse the City for actual and necessary expenses incurred by the City or its agent to contain, remove or dispose of the hazardous substance or infectious agent or take any other appropriate action which is deemed appropriate under the circumstance.

5.03.14 Recovery of Costs

- A. Every person, firm or corporation, storing, handling or transporting flammable or combustible liquid, chemicals, gasses or other hazardous materials shall comply with the requirements of OSHA 29 Code of Federal Regulations 1910, EPA 40 Code of Federal Regulations 311, and Chapter Comm. 10, WI Admin. Code, as the same are now in force and may hereafter from time to time be amended.
- B. Every person, firm or corporation using, storing, handling or transporting (whether by rail or on the highways) flammable or combustible liquids, chemicals, gasses or other hazardous materials shall be liable to the City for the actual cost of labor and materials associated with the use of any specialized extinguishing agent, chemical, neutralizer or similar material or equipment employed to extinguish, confine or clean up any such hazardous material which is involved in any accidental spill or in threat of any fire or accidental spill.

5.03.15 Charges for Fire Department Services and Calls

- A. In addition to the Fire Chief's powers and duties, the Fire Chief shall charge for Fire Department services and fire calls, including calls involving vehicles owned by nonresidents, as authorized by Sec. 62.13(8), Wis. Stats. It shall be the responsibility of the Common Council to set the rates of the Fire Department services and fire calls on the City's Fee Schedule, after consideration of the fees as recommended by the Police and Fire Commission. The purpose of such fees shall be to compensate the Onalaska Fire District for fire inspection, plan review, field inspection work and other Fire Department Services. Such fees shall not exceed the limits established by Sec. 66.0628, Wis. Stats. and other applicable laws. No fee shall be charged for City of Onalaska work in relation to municipal property. Upon nonpayment of the fee, the amount due may be placed on the tax roll as a special charge pursuant to Sec. 66.0627, Wis. Stats.

Chapter 04 Regulation of Alarm Systems

Division 1 Introductory Provisions

5.04.11 Title

- A. This Chapter shall be known as the City of Onalaska Alarm Systems Ordinance.

5.04.12 Declaration of Purpose

- A. The purpose of this Chapter is to provide minimum standards and regulations applicable to burglar, fire and holdup alarm systems, alarm business and alarm users. Both society in general and public safety in particular will be aided by providing a useful and usable system of private security which properly balances quick response by law enforcement with minimization of law enforcement time spent on alarms which are false or otherwise not the intended function of private security systems.

5.04.13 Definitions

- A. Within this Chapter, the following terms, phrases and words and their derivations have the means given herein.
 1. **Alarm Business.** Any business in which the owners or employees engage in the activity of altering, installing, leasing, maintaining, repairing, replacing, selling, or servicing alarm systems.
 2. **Alarm System.** An assembly of equipment and devices or single device such as a solid state unit which relays and signals the presence of a hazard requiring urgent attention and to which the Police or Fire Department is expected to respond. Excluded from this definition and from the coverage of this Chapter are alarm systems used to alert or signal persons within the premises in which the alarm system is located of an attempted, unauthorized intrusion or holdup attempt or fire.

3. **Answering Service.** A telephone answering service providing among its services the service of receiving on a continuous basis through trained employees emergency signals from alarm systems, and thereafter immediately relaying the message by live voice to the dispatch center of the Police or Fire Department.
4. **False Alarm.** The activation of an alarm system through mechanical failure, malfunction, improper installation or the negligence of the owner or lessee of an alarm system or of their employees or agents or other undetermined cause. False alarm does not include alarms caused by tornadoes or other violent climatic conditions.
5. **Central Station.** An office to which remote alarm and supervisory signaling devices are connected, where operators supervise the circuits.
6. **Subscriber.** A person who buys or leases or otherwise obtains an alarm system and thereafter contracts with or hires an alarm business to monitor and/or service the alarm system.

5.04.14 Administrative Rules

- A. The Chief of Police shall promulgate such rules as may be necessary for the implementation of this Chapter. Such rules shall require the approval of the Common Council and shall be open to inspection by the public.

Division 2 General Provisions

5.04.21 Automatic Dialing Devices

- A. No person shall interconnect any automatic dialing device to a Police or Fire Department primary trunk line. No person shall permit such devices, which were installed prior to the effective date of this Chapter, to remain interconnected from any property owned or controlled by that person. Such devices may be connected to a central station or an answering service. Relaying messages so received to the Police or Fire Department shall only be done person to person on the telephone line.

5.04.22 Direct Connections to the Police Department

- A. Direct connections to the Police or Fire Department are prohibited.

5.04.23 Testing

- A. No alarm business or alarm system designed to transmit emergency messages to the Police Department shall be tested or demonstrated without prior notification and approval of the Police Department dispatcher. Alarm businesses or alarm system owners or lessors will be advised on proper test procedure.
- B. No alarm system relayed through intermediate services to the Police Department will be tested to determine the Police Department's response without first notifying the appropriate authority. However, the Police Department may inspect or test on-site alarm systems authorized under this Chapter.
- C. Alarm systems shall be in compliance with all pertinent response policies of the Police Department.

5.04.24 Notification

- A. When the service provided by an alarm business to its subscribers is disrupted for any reason by the alarm business or the alarm business becomes aware of such disruption, it shall promptly notify its subscribers by telephone that protection is no longer being provided. If, however, the alarm business has written instructions from its subscriber not to make such notification by telephone during certain hours, the alarm business may comply with such instructions.

5.04.25 Fee for Answering Alarms

- A. **Generally.** Each false alarm requires response of public safety personnel, involves unnecessary expense to the City, increases the risk of injury to persons or damage to property and dilutes the overall public safety protection to the City. Such false alarms constitute a public nuisance and must be abated.
- B. **Intentional.** No person shall intentionally cause the activation of a burglar/fire alarm device knowing that no criminal activity, fire or other emergency exists.
- C. **False Alarms; Administrative Charges.** Any person, business, corporation or other entity having permissible alarm system with alarm device(s) at one or more locations in accordance with this Chapter shall pay to the City a charge for false alarms responded to by the Police or Fire Department according to the City of Onalaska Fee Schedule. This Subsection is intended to impose a strict liability on the person, business, corporation or other entity responsible for alarm connection to either the police alarm panel or to alarm receiving firm to which the Police or Fire Department have responded and shall be applied regardless of the cause of the false alarm excepting those alarms excluded from the definition of "False Alarm."

- D. **Other Violations.** Any person, corporation or other entity violating this Chapter in any manner, shall be subject to General Penalty Forfeiture as provided in Title 1 of this Code. When any premises located in the City is owned, leased or occupied by two (2) or more persons as joint tenants, tenants in common, joint lessees, or in any other manner, each person shall see that the provisions of this Chapter are complied with, and each person may be subjected to a penalty on violation of this Section.
- E. **Default of Payment for Forfeiture and/or Costs.** On default of payment of forfeiture and/or costs under the immediately preceding Subsections D., such person or responsible officer of the violating corporation or other entity shall be confined in the county jail until the same be paid but not to exceed a length of time specified by the court which length of time shall not exceed six (6) months. Upon nonpayment of the fee, the amount due may be placed on the tax roll as a special charge pursuant to Sec. 66.0627, Wis. Stats.

5.04.26 City Liability

- A. The City of Onalaska shall be under no duty or obligation to a subscriber or to any other person concerning any provision of this Chapter, including, but not limited to, any defects in an alarm system or any delays in transmission or response to any alarm; however, this in no way shall be construed that it is not the proper function of law enforcement to respond to alarms.

5.04.27 Permits for Private Alarm Systems

- A. **Permit Required.** A permit is required for each private alarm system on premises within the City. There shall be a permit fee as set forth in the City of Onalaska Fee Schedule. A permit must be applied for within thirty (30) days of installation of the private alarm system.
- B. **Interior Alarms.** A permit under this Chapter is not required for an alarm system which gives a signal, visual or audible or both, solely within the interior of the building in which it is located.
- C. **Issuing Authority.** The Chief of Police shall issue the permits.
- D. **Application.** Application for permit required under this Chapter shall be filed with the Chief of Police. The Chief of Police shall prescribe the form of the application and request such information as is necessary to evaluate and act upon the permit application. The Chief of Police shall deny a permit if the alarm system for which it is sought does not comply with this Chapter.
- E. **Appeal.** Any person required by this Chapter to have a permit who has been denied such a permit by the Chief of Police shall have a right to appeal that decision to the Common Council. The procedure for this appeal shall be as set forth in Section 5.04.28.C.

5.04.28 Revocation of Permits

- A. **Hearing.** Before a permit issued pursuant to this Chapter may be revoked, a hearing shall be held before the Chief of Police. Notice setting forth the time, place and nature of the hearing shall be sent by mail or delivered to the permittee at the address shown on the permit application not less than seven (7) days prior to the hearing.
- B. **Grounds for Revocation.** The Chief of Police may revoke a permit on the following grounds:
 1. The application for a permit contains a false statement of a material fact.
 2. A licensee has repeatedly failed to comply with the provisions of this Chapter.
 3. An alarm system repeatedly actuates false alarms.
- C. **Appeals.** Any permittee may appeal the decision of the Chief of Police by filing a written notice of appeal with the City Clerk within ten (10) days after the decision. Such appeal shall be heard by the Common Council within thirty (30) days after filing the appeal. The Common Council may affirm, amend or reverse the decision or take other action deemed appropriate. An appeal timely taken suspends the revocation until the Council gives its decision. The City Clerk shall give written notice of the time and place of the hearing to the appellant by certified mail or personal delivery not less than seven (7) days before the hearing. In conducting the hearing, the Common Council shall not be limited by the technical rules of evidence.

Chapter 05 Emergency Management

Division 1 Authority

5.05.11 Emergency Management Definitions

- A. The term Emergency Management shall mean the preparation for and the carrying out of all emergency functions other than functions for which the military forces are primarily responsible, to mitigate, prepare and respond for, and recover from disasters caused by a terrorism or other hostile action or by health emergency, fire, flood or other natural causes.
- B. The term National Incident Management System (NIMS) shall mean a comprehensive, national approach to incident management that is applicable at all jurisdictional levels and across functional disciplines. The intent of NIMS is to:

1. Be applicable across a full spectrum of potential incidents and hazard scenarios, regardless of size or complexity.
 2. Improve coordination and cooperation between public and private entities in a variety of domestic incident management activities.
- C. The term Incident Command System (ICS) shall mean a standardized, on-scene, all-hazard incident management concept. ICS allows its users to adopt an integrated organizational structure to match the complexities and demands of single or multiple incidents without being hindered by jurisdictional boundaries.

5.05.12 Joint Action Ordinance

- A. Joint Action Ordinance of the Board of Supervisors of La Crosse County providing for a County-Municipal joint action emergency government plan of organization adopted by said County Board on the 16th day of March, 1972. A copy of said County ordinance is on file with the City Clerk and made a part hereof, by reference, and is hereby ratified and accepted by the City of Onalaska. This ratification and acceptance of the Joint Action Ordinance shall constitute a mutual agreement between the City of Onalaska and the County of La Crosse as provided by said Joint Action Ordinance.
- B. The County Emergency Management Coordinator, appointed and employed by the La Crosse County Board, is hereby designated and appointed Emergency Management Coordinator for the City of Onalaska subject to the conditions and provisions as set forth in the Wisconsin Statutes and the La Crosse County Joint Action Ordinance.

5.05.13 Utilization of Existing Services and Facilities

- A. In preparing and executing the City's Emergency Operation Plan (EOP), the City's Emergency Management Director(s) (EMDs) shall utilize the services, equipment, supplies and facilities of the existing departments and agencies of the City to the maximum extent practicable. When the Common Council has approved of the plan, it shall be the duty of all municipal agencies and departments of the City to perform the duties and functions assigned by the approved plan.

5.05.14 Declaration of Emergency

- A. The Emergency Management Team shall take action in accordance with the Emergency Operation Plan (EOP) only after the declaration of an emergency and issuance of the official disaster warning. Declaration of emergency shall be made by the Governor, the Mayor or, in their absence, by the City Administrator or President of the Common Council. Such state of emergency shall continue until terminated by the issuing authority, provided that any declaration not issued by the Governor may be terminated by the Common Council.

5.05.15 Emergency Regulations

- A. Whenever necessary to meet an Emergency Government emergency for which adequate regulations have been adopted by the Common Council, the Mayor and, in their absence, the City Administrator or Director of Emergency Government, may proclaim, promulgate and enforce orders, rules and regulations relating to the conduct of persons and the use of property which are necessary to protect the public peace, health and safety, and preserve lives and property, and to insure the cooperation in Emergency Government activities. Such proclamation shall be posted in three (3) public places and may be rescinded by resolution of the Common Council.

5.05.16 Obstruction of Emergency Management Organization

- A. No person shall willfully obstruct, hinder or delay any member of the Emergency Management organization in the enforcement of any order, rule, regulation or plan issued pursuant to this Section or violate any order, rule, regulation or plan issued pursuant to the authority contained in this Section. Any person who shall violate any provision of this Section shall, upon conviction thereof, be subject to a penalty as provided in Section 1.1.17 of this Code.

SECTION II. This Ordinance shall take effect and be in force from and after its passage and prior to publication although it will be published in due course.

Dated this ____ day of _____, 2020.

CITY OF ONALASKA

By: _____
Kim Smith, Mayor

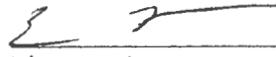
By: _____
Joann Marcon, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1674 – 2020

Please route in this order

Eric Rindfleisch, Administrator



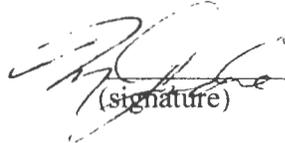
(signature)

No Fiscal Impact

Budgeted Item

Will need \$ _____ for _____ to meet the requirements of this ordinance.

Troy Gudie, Interim Fire Chief



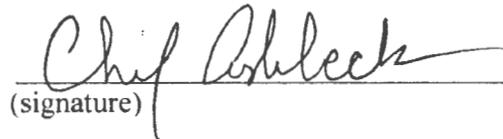
(signature)

No Fiscal Impact

Budgeted Item

Will need \$ _____ for _____ to meet the requirements of this ordinance.

Charles Ashbeck, Chief of Police



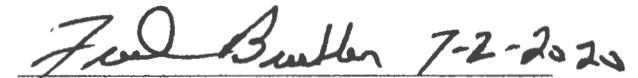
(signature)

No Fiscal Impact

Budgeted Item

Will need \$? for Alarm Permits (printed) to meet the requirements of this ordinance.

Fred Buehler, Financial Services Director



(signature)

No Fiscal Impact

Budgeted Item

Will need \$ _____ for _____ to meet the requirements of this ordinance.

** 5.04.27 Annual or 1 time fee ?*

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

\$10 fee

#11-A

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village City of Onalaska County of LaCrosse

The undersigned duly authorized officer/member/manager of Mannys Mexican Cocina Inc
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Mannys Mexican Cocina Inc
(Trade Name)

located at 301 Hampton Court

appoints Lynnae Rivera
(Name of Appointed Agent)
2811 Morning Glory Place, Onalaska
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 40 years

Place of residence last year _____

For: Mannys Mexican Cocina
(Name of Corporation / Organization / Limited Liability Company)
 By: Lynnae Rivera
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Lynnae Rivera, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Lynnae Rivera 6.29.20
(Signature of Agent) (Date)
2811 Morning Glory Place
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 7-7-20 by Chuf C. Ashbeck Title Police Chief
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

CITY OF ONALASKA	REC#: R00175323 7/1/2020 9:13 AM	TRAN 198 REVENUE ACCOUNT	OPER C1 TERM: 1	TKBY CASH 01	MANNY'S CHANGE OF AGENT 10.00	REVENUE ACCOUNT 10.00	100-0000044110 10.00	Paid by: LYNNAE RIVERA	OK 10:00 REF: SW 763	APPLIED	TENDERED	CHANGED
					Agent's age <u>59</u>							
					Date of birth <u>7-22-61</u>							
										0.00	10.00	10.00

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Lynnae Rivera				A	
Home Address (street/route)		Post Office	City	State	Zip Code
2811 Morning Glory Pl			Onalaska	WI	54650
Home Phone Number		Age	Date of Birth	Place of Birth	
608 386 9654		59	3.22.61	Brookings S.D.	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.

Lynnae Rivera of Mannys Mexican Cocina
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

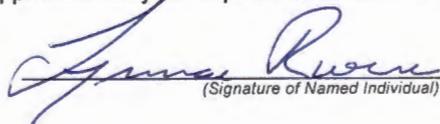
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 40 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Mannys	301 Hampton Ct	Self	20 years

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)



CITY OF ONALASKA

#12-A

Department of Public Works Policy

Policy Overview.

The City of Onalaska recognizes the value of a strong, diverse, and healthy urban forest. The City has repeatedly invested in the urban forest with standardized tree trimming and tree planting programs on City boulevards and parks alike. Urban forests have numerous benefits including increased property values, enhanced scenic beauty, reduce air pollutant uptake, provide cooling and heating savings, assist in lowering summertime temperatures, and provide stormwater retention services.

The City of Onalaska sets forth this policy to protect the urban forest and the investment made in the community as described in detail below. In the event that trees are removed and/or damaged by an individual or entity other than the City of Onalaska, this policy will govern the steps taken to recoup the value and/or future replacement costs for trees in the urban forest.

Section 1: Tree Valuation.

In the event tree(s) are damaged located in a boulevard, park, or other City-owned property by an individual or entity other than the City of Onalaska, the City will obtain a Tree Valuation provided by a Certified Forester based upon the most recent inventory data available. This data (diameter, condition, species, etc.) will establish the "value" of the damaged tree. The City will provide the individual/entity a copy of the valuation for their records and the individual/entity is responsible to pay for the associated Tree Valuation, which will be included in an invoice.

Section 2: Replacement Costs.

The replacement cost for actions taken against City tree(s) will occur under two (2) scenarios.

- **Scenario 1: Tree(s) Removed**
The City will charge One Thousand Dollars (\$1,000.00) for each tree removed by a party other than the City of Onalaska.
- **Scenario 2: Tree(s) Damaged**
The City will base the replacement cost on twenty-five percent (25%) of the tree valuation up to One Thousand Dollars (\$1,000.00) or a minimum of Four Hundred and Fifty Dollars (\$450.00), whichever is greater. The purpose of this replacement is to ensure that in the event the tree fails in the future, the City will be able to replace the tree as part of the annual tree planting program. For purposes of this policy, Tree Damage is defined as damage that may cause a wound to the tree that has the potential to develop rotting and decay which will lead to tree death. Examples of Tree Damage may include but not limited to improper pruning or trunk scarring. Tree Damage will be determined by a Certified Forester.

Section 3: Replacement Cost Payment

The Finance Department will send an invoice based upon the Scenario 1 or Scenario 2 replacement costs, made payable in thirty (30) days. In the cases of Scenario 1, the City may work with the individual to select tree species (as approved by the City) for replacement and will cause the tree(s) to be replanted as part of the following annual tree planting program. Invoices not paid within the time requested will be assessed against the property.

#12-B

July 8, 2020

PRESS RELEASE / ALL MEDIA

FOR IMMEDIATE RELEASE
From the City of Onalaska

SAND LAKE ROAD CLOSURE

Please be advised that the City of Onalaska 2020 Pavement project will begin mill and overlay work on Sand Lake Road between Redwood Street and Riders Club Road on Monday July 13, 2020. To facilitate this work the City of Onalaska will be closing Sand Lake Road to traffic from Redwood Street to Riders Club Road.

As part of this closure the ramps at the USH 53 and Sand Lake Road interchange will also be closed.

Sand Lake Road between Redwood Street and Riders Club Road is scheduled to be closed on Monday July 13th and reopened at the end of the day on Thursday July 16th.

During this closure vehicles will have no through access along Sand Lake Road from Redwood Street to Riders Club Road, including the closure of the ramps on USH 53 at the Sand Lake Road interchange.

The City of Onalaska suggests that motorist use an alternate route of Riders Club Road to STH 35 to Quincy Street during construction.

Questions can be directed to the
City of Onalaska Engineering Department
at 781-9537.

1 in = 1,000 ft

Legend

-  Preferred Alternate Route
-  Sand Lake Rd Closure

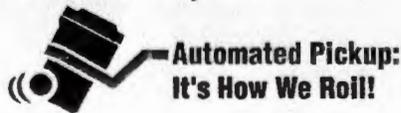


This drawing is for informational purposes only. Every effort has been made to make this map as accurate as possible.

**PREVIOUSLY USED
YARD WASTE CONTAINER PICKUP**

PLEASE NOTE: On **Tuesday, August 4th 2020**, Harter's Quick Clean-Up will make 1 pass by your property to remove containers you may have previously used for disposal of yard waste. All containers must be placed in the boulevard area **before 5:00 AM on August 4th** and must be empty. This will be the only date this service is offered so your participation is appreciated!

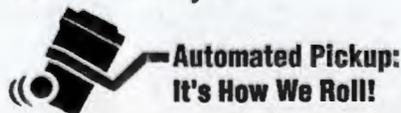
If you have any questions please call the Recycling Hotline at 781-9500. Thank you!



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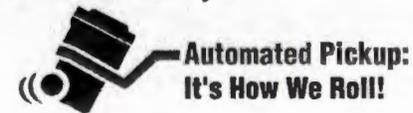
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