

City of Black River Falls  
**COMMON COUNCIL – AGENDA**

Wednesday – April 8, 2026 – 6:00 PM  
City Hall – 101 S. Second Street, Black River Falls, WI

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**Join Zoom Meeting:**

<https://us02web.zoom.us/j/86241711746?pwd=3j1mdQUH6aHx285zbIkYh27Na3byaM.1>

**Or Dial:** 1-312-626-6799

**Meeting ID:** 862 4171 1746

**Password:** cityhall

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Reading of the Minutes of the March 3, 2026 Common Council Meeting – Action
5. Citizens in Attendance
6. Election Results
7. Committee Reports:
  - a. Committee of the Whole March 18, 2026
  - b. Utility Commission March 30, 2026
8. March Snow Storm Disaster Proclamation ratification – Action
9. Jackson County Historical Society Building Renovation Presentation
10. Solar Feasibility Study Presentation – Ethos Green Power Cooperative
11. **ORDINANCE 901** – An ordinance repealing and recreating Section 11.04 of the Code of Ordinances regarding garbage and rubbish collection – Action
12. **ORDINANCE 902** – An ordinance repealing and recreating Section 1.57 of the Code of Ordinances regarding destruction of public records – Action
13. Collective Bargaining Agreement between the City and the Black River Falls Area Emergency Medical Service IAFF Local 5549 – Action
14. Meetings: Special Common Council **Tuesday, April 21, 2026 6:00 PM**
15. Adjourn

Posted: April 2, 2026

The Common Council met at City Hall in the City of Black River Falls on March 3, 2026 at 6:00 P.M. Alderpersons Ammann, Peloquin, Dougherty, and Gearing-Lancaster were present. Alderpersons Busse and Wussow attended remotely via Zoom meetings. Alderpersons M. Rave and E. Rave were excused. Mayor J. Eddy presided.

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It was moved by Alderperson Gearing-Lancaster, seconded by Alderperson Peloquin to dispense with the reading of the minutes of the February 3, 2026 Common Council meeting and approve as presented. Motion carried.

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#### **CITIZENS IN ATTENDANCE**

There were no citizens in attendance.

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#### **COMMITTEE REPORTS**

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It was moved by Alderperson Busse, seconded by Alderperson Dougherty to approve the minutes of the February 18, 2026 Committee of the Whole meeting. Motion carried.

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The Committee of the Whole met at City Hall in the City of Black River Falls on February 18, 2026 at 6:00 P.M. Alderpersons Ammann, Peloquin, Dougherty, Gearing-Lancaster, and Wussow were present. Alderperson E. Rave attended remotely via Zoom meetings. Alderpersons M. Rave and Busse were excused. Mayor J. Eddy presided.

1. There were no citizens in attendance.
2. The Department Head monthly reports were reviewed. Department heads present were Darryl Nelson, Travis Brown, Cara Hart, and Brad Chown. Jarod Meyer attended remotely via Zoom meetings. Mark Nordahl was excused.
3. The City Administrator and Alderperson Dougherty advised the quality of VoIP phone calls should be equal to or better than landline. There was a good turn out for the Make My Move launch call and local stakeholders are excited about the program. The Administrator also answered questions on Skyline Golf Course. He shared some of the financial struggles they have been experiencing for quite some time and advised they are seeking resolutions. If this isn't resolved, the management of the golf course could come back to the City which would require some difficult conversations. The clubhouse was included on the solar feasibility study to see if that could offset the high utility costs they experience year round.
4. Mayor Eddy shared that all of the EMS staff he has talked to are very happy with the new system and they feel less burn out.
5. The Street Superintendent addressed a question on the recurring water main breaks occurring on N. 8<sup>th</sup> Street. Water mains are ultimately the Water Department's responsibility, but it is believed the main lines are resting on top of sandstone and when the ground moves with the frost the pipes do not move and end up breaking. This will most likely be addressed if/when we redo N. 8<sup>th</sup> Street, but trying to fix it now would require tearing up a large area of N. 8<sup>th</sup> Street. There was another water main break on Alder Street which also has one patch after another in one area.
6. The Mayor commented on the video Market & Johnson posted on the work that has been done at Marks Field and it looks good. The Parks & Recreation Director agreed, and the project is close to completion.
7. It was moved by Alderperson Wussow, seconded by Alderperson Gearing-Lancaster to approve the vouchers for December 2025 Check #76412 - #76534 Totaling \$845,331.94. Motion carried.
8. It was moved by Alderperson Dougherty, seconded by Alderperson Peloquin to approve the City Treasurer's Report for December 2025. Motion carried.
9. It was moved by Alderperson Dougherty, seconded by Alderperson Gearing-Lancaster to approve the Revenue & Expense Reports for December 2025. Motion carried.
10. It was moved by Alderperson Wussow, seconded by Alderperson Gearing-Lancaster to approve the vouchers for January 2026 Check #76535 - #76661 Totaling \$1,492,497.53. Motion carried.

11. It was moved by Alderperson Dougherty, seconded by Alderperson Wussow to approve the City Treasurer's Report for January 2026. Motion carried.
12. It was moved by Alderperson E. Rave, seconded by Alderperson Ammann to approve the Revenue & Expense Reports for January 2026. Motion carried.
13. It was moved by Alderperson Wussow, seconded by Alderperson Peloquin to adjourn. Motion carried at 6:25pm.

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It was moved by Alderperson Gearing-Lancaster, seconded by Alderperson Dougherty to place on file the minutes of the February 23, 2026 Utility Commission meeting. Motion carried.

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It was moved by Alderperson Ammann, seconded by Alderperson Gearing-Lancaster to approve the application for a Class "B" Beer and "Class B" Liquor Alcohol Beverage License from Docside, LLC for the premises located at N6600 Riverview Drive contingent on the current licenses being surrendered by DJT Properties, LLC D.B.A. McSweet's Irish Pub. Motion carried.

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It was moved by Alderperson Dougherty, seconded by Alderperson Ammann to approve the application for a Temporary Alcohol Beverage License from Black River Falls Athletic Boosters, Inc. for the Falls Taste Festival on May 2, 2026 at 388 Melrose Street (Milt Lunda Memorial Arena). Motion carried.

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**ORDINANCE 901** – An ordinance repealing and recreating Section 11.04 of the Code of Ordinances regarding garbage and rubbish collection was presented – 1<sup>st</sup> reading.

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**ORDINANCE 902** – An ordinance repealing and recreating Section 1.57 of the Code of Ordinances regarding destruction of public records was presented – 1<sup>st</sup> reading.

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It was moved by Alderperson Busse, seconded by Alderperson Wussow to adjourn. Motion carried at 6:28pm.

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A. Brad Chown  
City Administrator

## Voter Statistics (EL-104 information)

<b>Polling Place Location:</b>	<b>BLACK RIVER FALLS CITY HALL</b>
<b>Reporting unit ward(s):</b>	<b>Ward 1</b>
<b>Total number of voters (last voter number on poll list):</b>	<b>247</b>
<b>Total number of EDRs:</b>	<b>7</b>
<b>Total absentee voters:</b>	<b>36</b>

<b>Polling Place Location:</b>	<b>BLACK RIVER FALLS CITY HALL</b>
<b>Reporting unit ward(s):</b>	<b>Ward 2</b>
<b>Total number of voters (last voter number on poll list):</b>	<b>232</b>
<b>Total number of EDRs:</b>	<b>13</b>
<b>Total absentee voters:</b>	<b>42</b>

<b>Polling Place Location:</b>	<b>BLACK RIVER FALLS CITY HALL</b>
<b>Reporting unit ward(s):</b>	<b>Ward 3</b>
<b>Total number of voters (last voter number on poll list):</b>	<b>102</b>
<b>Total number of EDRs:</b>	<b>5</b>
<b>Total absentee voters:</b>	<b>20</b>

<b>Polling Place Location:</b>	<b>BLACK RIVER FALLS CITY HALL</b>
<b>Reporting unit ward(s):</b>	<b>Ward 4</b>
<b>Total number of voters (last voter number on poll list):</b>	<b>236</b>
<b>Total number of EDRs:</b>	<b>16</b>
<b>Total absentee voters:</b>	<b>43</b>

*Total Votes April 7, 2024 - 817*

Election Night Call-In Return Sheet (Blank)

City of BLACK RIVER FALLS Ward 1

Total Number of Outstanding Provisional Ballots 0

TOTAL # OF VOTERS 247

Name & Phone # of person submitting results Kelli Wood 284-2315 (Highest # on poll list)

PLEASE REMEMBER TO CALL 715-284-0268 (USING THIS FORM) YOUR RESULTS INTO THE COUNTY CLERK'S OFFICE AS SOON AS POSSIBLE.

Please do not leave results on answering machine.

JUSTICE OF THE SUPREME COURT

Chris Taylor 151  
Maria S. Lazar 91  
SCATTERING -

COURT OF APPEALS JUDGE DISTRICT 4

Rachel A. Graham 179  
SCATTERING 2

Jackson County Supervisor District 14

John C. Higgins 192  
SCATTERING 5

Black River Falls Mayor

JAY EDDY 206  
SCATTERING 3

Black River Falls Alderperson District 1

ERIN E RAVE 186  
SCATTERING 3

Black River Falls School District School Board Member

Jesse Susa 183  
Iftikhar Memon 38  
Jenette Simonson 58  
Adam Bantell 166  
SCATTERING -

Election Night Call-In Return Sheet (Blank)

City of BLACK RIVER FALLS Ward 2

Total Number of Outstanding Provisional Ballots - 0 -

TOTAL # OF VOTERS 232

Name & Phone # of person submitting results Kelli Wood 784-7315

(Highest # on poll list)

PLEASE REMEMBER TO CALL 715-284-0268 (USING THIS FORM) YOUR RESULTS INTO THE COUNTY CLERK'S OFFICE AS SOON AS POSSIBLE.

Please do not leave results on answering machine.

JUSTICE OF THE SUPREME COURT

Chris Taylor  
Maria S. Lazar  
SCATTERING

151  
76  
-

COURT OF APPEALS JUDGE DISTRICT 4

Rachel A. Graham  
SCATTERING

167  
2

Jackson County Supervisor District 15

Sarah Peloquin  
SCATTERING

151  
10

Black River Falls Mayor

JAY EDDY  
SCATTERING

176  
5

Black River Falls Alderperson District 2

JACOB PELOQUIN  
SCATTERING

154  
8

Black River Falls School District School Board Member

Jesse Susa  
Iftikhar Memon  
Jenette Simonson  
Adam Bantell  
SCATTERING

152  
52  
61  
130  
1

Election Night Call-In Return Sheet (Blank)

City of BLACK RIVER FALLS Ward 3

Total Number of Outstanding Provisional Ballots 0

TOTAL # OF VOTERS 102

Name & Phone # of person submitting results Kelli Wood 784-2315

(Highest # on poll list)

PLEASE REMEMBER TO CALL 715-284-0268 (USING THIS FORM) YOUR RESULTS INTO THE COUNTY CLERK'S OFFICE AS SOON AS POSSIBLE.

Please do not leave results on answering machine.

**JUSTICE OF THE SUPREME COURT**

Chris Taylor  
Maria S. Lazar  
SCATTERING

65  
36  
-

**COURT OF APPEALS JUDGE DISTRICT 4**

Rachel A. Graham  
SCATTERING

76  
-

**Jackson County Supervisor District 16**

Desiree Gearing-Lancaster  
SCATTERING

83  
1

**Black River Falls Mayor**

JAY EDDY  
SCATTERING

84  
1

**Black River Falls Alderperson District 3**

KYLEE WUSSOW  
SCATTERING

81  
-

**Black River Falls School District School Board Member**

Jesse Susa  
Iftikhar Memon  
Jenette Simonson  
Adam Bantell  
SCATTERING

54  
43  
30  
49  
1

Election Night Call-In Return Sheet (Blank)

City of BLACK RIVER FALLS Ward 4

Total Number of Outstanding Provisional Ballots 0

TOTAL # OF VOTERS 236

Name & Phone # of person submitting results Kelli Wood 784-2315 (Highest # on poll list)

PLEASE REMEMBER TO CALL 715-284-0268 (USING THIS FORM) YOUR RESULTS INTO THE COUNTY CLERK'S OFFICE AS SOON AS POSSIBLE.

Please do not leave results on answering machine.

JUSTICE OF THE SUPREME COURT

Chris Taylor
Maria S. Lazar
SCATTERING

144
89
-

COURT OF APPEALS JUDGE DISTRICT 4

Rachel A. Graham
SCATTERING

163
3

Jackson County Supervisor District 17

Reed Richardson
Mark Miles (write-in)
SCATTERING

125
72
-

Black River Falls Mayor

JAY EDDY
SCATTERING

180
5

Black River Falls Alderperson District 4

JUSTIN DOUGHERTY
SCATTERING

173
11

Black River Falls School District School Board Member

Jesse Susa
Iftikhar Memon
Jenette Simonson
Adam Bantell
SCATTERING

129
57
80
115
10

The Committee of the Whole met at City Hall in the City of Black River Falls on March 18, 2026 at 6:00 P.M. Alderpersons Ammann, Peloquin, Dougherty, Busse, Gearing-Lancaster, and Wussow were present. Alderperson E. Rave attended remotely via Zoom meetings. Alderperson M. Rave was excused. Mayor J. Eddy presided.

1. There were no citizens in attendance.
2. The Department Head monthly reports were reviewed. Department heads present were Darryl Nelson, Travis Brown, Cara Hart, Jarod Meyer, Mark Nordahl, and Brad Chown.
3. The Library Director advised the solar panels have<sup>1</sup> been installed and now just need to hook up electrical.
4. The Fire Chief advised Tyler Rush is now a Critical Care Paramedic which will allow the service to take more critical transfers and also get a higher reimbursement from Medicaid and Medicare. The service now has two (2) staff members certified at this level of care.
5. The Street Superintendent advised they had gone through 850 gallons of diesel since Sunday for snow removal operations and they will continue to be busy with snow removal the rest of the week.
6. It was moved by Alderperson Busse, seconded by Alderperson Dougherty to award 2026 paving bids to Mathy Construction in the amount of \$239,127.07. Motion carried.
7. It was moved by Alderperson Wussow, seconded by Alderperson Gearing-Lancaster to award 8<sup>th</sup> Street curb & gutter replacement to Chippewa Concrete in the amount of \$49,084.00. Motion carried.
8. It was moved by Alderperson Ammann, seconded by Alderperson Peloquin to award 2026 loader bid to McCoy Construction & Forestry for a 2026 John Deere 624P in the amount of \$249,900.00 with \$50,000 trade allowance for existing loader. Motion carried.
9. It was moved by Alderperson Ammann, seconded by Alderperson Wussow to approve the purchase of a front mounted snow plow for the new loader from Universal Truck Equipment at a cost of \$23,987.00. Motion carried.
10. It was moved by Alderperson Dougherty, seconded by Alderperson Gearing-Lancaster to approve the purchase of a side mounted mid wing snow plow for the new loader from Universal Truck Equipment at a cost of \$21,108.00. Motion carried.
11. It was moved by Alderperson Dougherty, seconded by Alderperson Busse to approve the new Garbage Operator job description and the other revised Street Department job descriptions as presented. Motion carried.
12. It was moved by Alderperson Dougherty, seconded by Alderperson Peloquin to approve the Axon Enterprises, Inc. contract for body cameras and related services for the Police Department with a 60-month term at a cost of \$55,602.41. Motion carried.
13. It was moved by Alderperson Peloquin, seconded by Alderperson Gearing-Lancaster to approve the Parks & Recreation Department's request to purchase a new Ferris zero turn mower from German Hill Equipment at a cost of \$17,200.00. Motion carried.
14. It was moved by Alderperson Wussow, seconded by Alderperson Dougherty to approve the vouchers for February 2026 Check #76662 - #76752 Totaling \$2,199,082.10. Motion carried.
15. It was moved by Alderperson Busse, seconded by Alderperson Gearing-Lancaster to approve the City Treasurer's Report for February 2026. Motion carried.
16. It was moved by Alderperson Wussow, seconded by Alderperson Ammann to approve the Revenue & Expense Reports for February 2026. Motion carried.
17. It was moved by Alderperson E. Rave, seconded by Alderperson Ammann to adjourn. Motion carried at 6:36pm.

A. Brad Chown  
City Administrator

## BLACK RIVER FALLS UTILITY COMMISSION MEETING MINUTES

March 30, 2026

Utility Commission President John Lund called a meeting of the Black River Falls Municipal Utility Commission to order on March 30, 2026 at 3:31 p.m. in the Utility Conference Room at 349 South McKinley Street. Commissioners in attendance were Jeff Amo, Jay Eddy, and Don Mathews. Commissioner Justin Dougherty joined via telephone. Also present were General Manager Casey Engebretson and Garrett Aleckson (Banner Journal).

A motion was made by Commissioner Mathews and seconded by Commissioner Amo to approve the minutes from the February 23, 2026 regular meeting.

Aye: Lund, Amo, Dougherty, Eddy, and Mathews  
Motion carried.

The Commission reviewed the February vouchers. Casey Engebretson noted that the February WPPI wholesale power bill was withdrawn on March 2<sup>nd</sup>, due to February 28<sup>th</sup> being on a Saturday. Casey stated that March vouchers, to be approved at April's meeting, will contain both February and March wholesale bills.

A motion was made by Commissioner Eddy and seconded by Commissioner Amo to approve the accounts payable vouchers; VC #43486; CK #43585 – 43656 and EP #101001 - 101006 – Totaling \$153,190.96.

Aye: Lund, Amo, Dougherty, Eddy, and Mathews  
Motion Carried.

The Commission reviewed the February 2026 arrears.

Casey Engebretson informed the Commission that he would be meeting with SEH on March 31<sup>st</sup> to discuss next steps toward the possible construction of a new water tower. Casey will provide additional information to the Commission at the April meeting.

Casey Engebretson informed the Commission that Mitch Neitzel and Trent Tondola passed their 2<sup>nd</sup> year lineman apprentice final exams. Casey met with the journey linemen to review both apprentice's required hours, performance, and core competencies. The group also met with Mitch and Trent to discuss expectations moving forward and to discuss work plans to specify needed infrastructure upgrades that may satisfy training requirements. There was a consensus of the group to promote both Mitch and Trent to the 3<sup>rd</sup> year apprentice level, effective March 22<sup>nd</sup>, 2026.

Casey Engebretson stated that the new bucket truck is nearing completion and delivery is expected in April. The Commission discussed options for the sale of the old bucket truck.

Casey Engebretson presented three (3) contribution requests received from the Shooting Tigers, the Jackson County Ag Society, and the Caroline Kersting Golf Outing. All three requests were for sponsorship and marketing opportunities.

A motion was made by Commissioner Mathews and seconded by Commissioner Eddy to approve the following contributions:

- Shooting Tigers Sponsorship - \$200
- Jackson County Ag Society Fair Sponsorship - \$800

Aye: Lund, Amo, Dougherty, Eddy, and Mathews  
Motion Carried.

Casey Engebretson noted that the new phone system was installed on March 24<sup>th</sup>. The new system allows for greater efficiency at a reduced cost and has been working well.

Casey Engebretson presented the General Manager job description for the Commission's review and approval. It was noted that the "DEPARTMENT" should be changed from Electric to Administration.

A motion was made by Commissioner Mathews and seconded by Commissioner Amo to approve the General Manager job description with the change of department from Electric to Administration.

Aye: Lund, Amo, Dougherty, Eddy, and Mathews  
Motion carried.

Next Meeting: April 27, 2026 @ 3:30 p.m.

A motion was made by Commissioner Mathews and seconded by Commissioner Eddy to adjourn the meeting at 3:58 p.m.

Aye: Lund, Amo, Dougherty, Eddy, and Mathews  
Motion Carried.

Casey Engebretson, General Manager  
comm.mtg.minutes.3.30.2026

## DISASTER PROCLAMATION

**WHEREAS** on **March 15, 2026**, a disaster, namely **STATEWIDE MARCH SNOW STORM** has struck the City of Black River Falls; and

**WHEREAS**, because of such emergency conditions, the Common Council is unable to meet with promptness; and

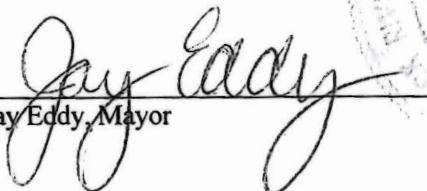
**WHEREAS**, it is necessary and expedient for the health, safety, welfare and good order of the City to proclaim that emergency conditions exists; and

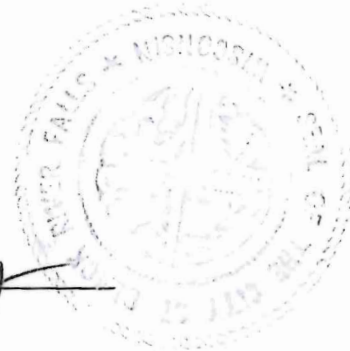
**WHEREAS**, the disaster has caused the City of Black River Falls to expand, commit and exhaust all of its available resources; and

**WHEREAS**, the City of Black River Falls is asking for county assistance and requests the county to advise the State of Wisconsin of our emergency conditions:

**NOW, THEREFORE**, pursuant to sections 323.11 and 323.14 (4) of the Wisconsin Statutes, as Chief Elected Official of the City of Black River Falls in testimony whereof I have hereunto set my hand and have caused the great seal of the City of Black River Falls to be affixed.

Done at the City hall this 16<sup>th</sup> day of March, 2026.

  
Jay Eddy, Mayor



NOTE: Under 323.14(4)(b), Stats., this proclamation shall be subject to ratification, alteration, modification or repeal by the governing body as soon as that body can meet, but the subsequent action taken by the governing body shall not affect the proper validity of this proclamation.

*A Fine Place To Raise Your Family - A Dynamic Location For Your Business*

## Disaster Declaration Statute References

**323.11 Declaration by local government.** The governing body of any local unit of government may declare, by ordinance or resolution, an emergency existing within the local unit of government whenever conditions arise by reason of a riot or civil commotion, a disaster, or an imminent threat of a disaster, that impairs transportation, food or fuel supplies, medical care, fire, health or police protection, or other critical systems of the local unit of government. The period of the emergency shall be limited by the ordinance or resolution to the time during which the emergency conditions exist or are likely to exist.

### **323.14 Local government; duties and powers.**

#### **(1) Ongoing duties. (a)**

1. Subject to subd. 3., each county board shall develop and adopt an emergency management plan and program that is compatible with the state plan of emergency management under s. 323.13 (1) (b).

2. Each county board shall designate a head of emergency management. In counties having a county executive under s. 59.17, the county board shall designate the county executive or confirm his or her appointee as county head of emergency management. Notwithstanding sub. (2) (b), an individual may not simultaneously serve as the head of emergency management for 2 or more counties.

3. Each county board shall designate a committee of the board as a county emergency management committee. The chairperson of the county board shall designate the chairperson of the committee. In counties having a county executive under s. 59.17, the committee shall retain policy-making and rule-making powers in the establishment and development of county emergency management plans and programs.

#### **(b)**

1. The governing body of each city, village, or town shall develop and adopt an emergency management plan and program that is compatible with the state plan of emergency management adopted under s. 323.13 (1) (b).

2. The governing body of each city, village, or town shall designate a head of emergency management.

#### **(2) Ongoing powers.**

**(a)** The governing body of a local unit of government may appropriate funds and levy taxes for its emergency management program under sub. (1).

**(b)** Local units of government may cooperate under s. 66.0301 to furnish services, combine offices, and finance emergency management programs.

**(c)** Local units of government may contract for emergency management services with political subdivisions, agencies, and federally recognized American Indian tribes and bands of this state, and, upon prior approval of the adjutant general, with such entities in bordering states. A copy of each agreement shall be filed with the adjutant general within 10 days after execution of that agreement.

#### **(3) Duties during an emergency.**

(a) If the governing body of a local unit of government declares an emergency under s. 323.11 and intends to make use of volunteer health care practitioners, as specified in s. 257.03, the governing body or its agent shall, as soon as possible, notify the department of health services of this intent.

(b) During a state of emergency declared by the governor, a local unit of government situated within the area to which the governor's executive order applies may employ personnel, facilities, and other resources consistent with the plan adopted under sub. (1) (a) 1. or (b) 1. to cope with the problems that resulted in the governor declaring the emergency. Nothing in this chapter prohibits local units of government from employing their personnel, facilities, and resources consistent with the plan adopted under sub. (1) (a) 1. or (b) 1. to cope with the problems of local disasters except where restrictions are imposed by federal regulations on property donated by the federal government.

(4) Powers during an emergency.

(a) The emergency power of the governing body conferred under s. 323.11 includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency and includes the power to bar, restrict, or remove all unnecessary traffic, both vehicular and pedestrian, from the highways, notwithstanding any provision of chs. 341 to 349.

(b)

1. In this paragraph, "chief executive officer" means any of the following:

- a. The county executive of a county, the county administrator of a county, or, in a county with an administrative coordinator, the county board chair of a county.
- b. The mayor or city manager of a city.
- c. The village president or village manager of a village.
- d. The town board chairperson of a town.
- e. A person acting as, or temporarily filling the role of, a person listed in subd. 1. a. to d.

2. If, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, the chief executive officer or acting chief executive officer of any local unit of government shall exercise by proclamation all of the powers conferred upon the governing body under par. (a) or s. 323.11 that appear necessary and expedient. The proclamation shall not exceed 60 days, unless the proclamation is extended by the governing body. The proclamation shall be subject to ratification, alteration, modification, extension, or repeal by the governing body as soon as that body can meet, but the subsequent action taken by the governing body shall not affect the prior validity of the proclamation.

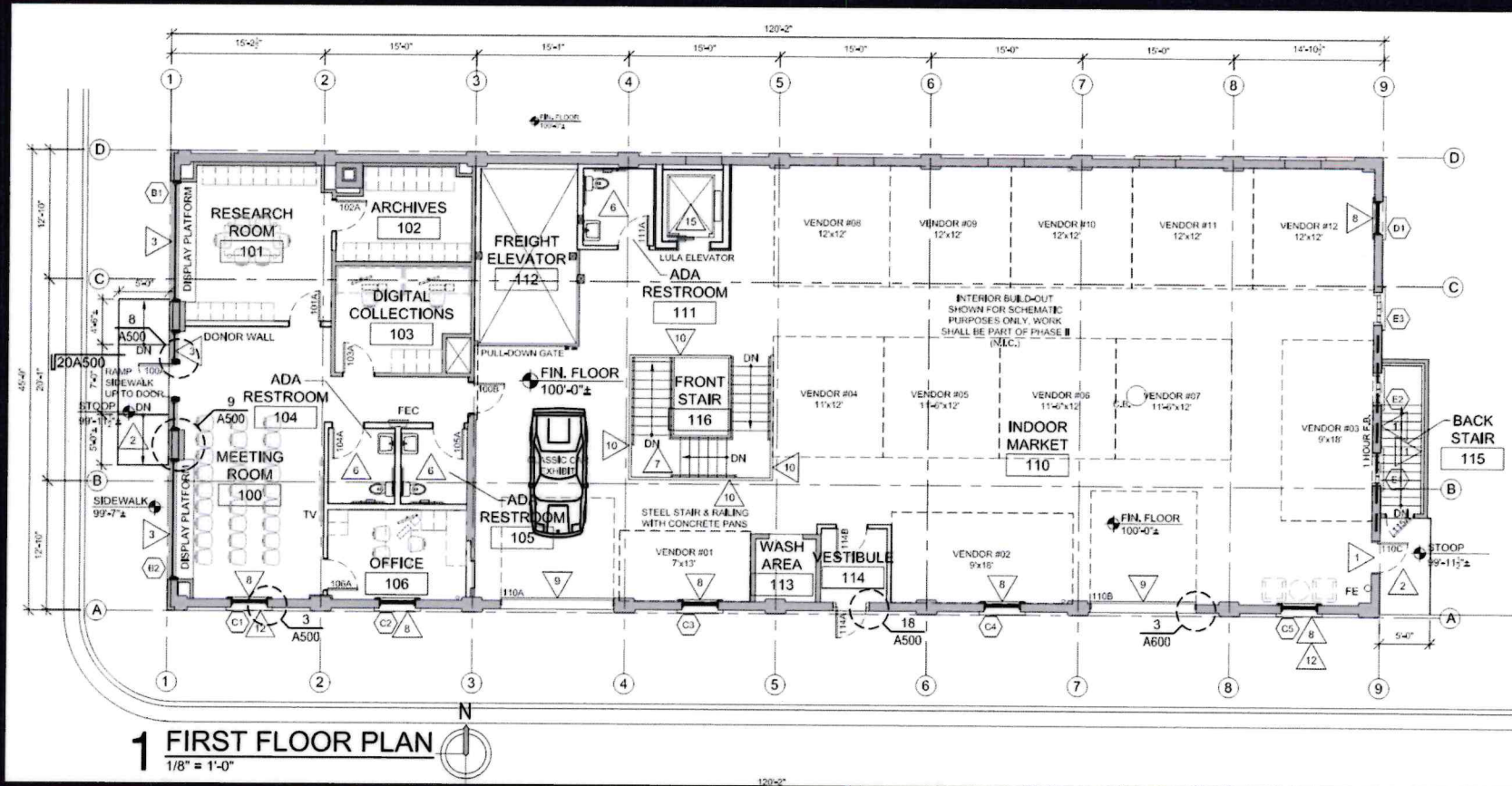
# JACKSON COUNTY HISTORICAL SOCIETY MUSEUM



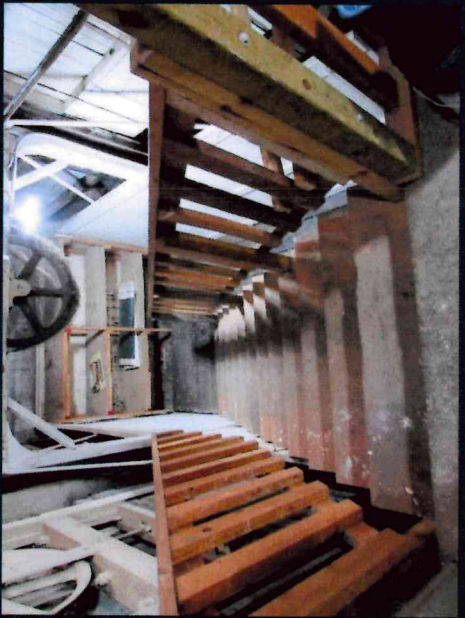
Marc Zettler, NCARB, APT  
ZETTLER DESIGN STUDIO, LLC



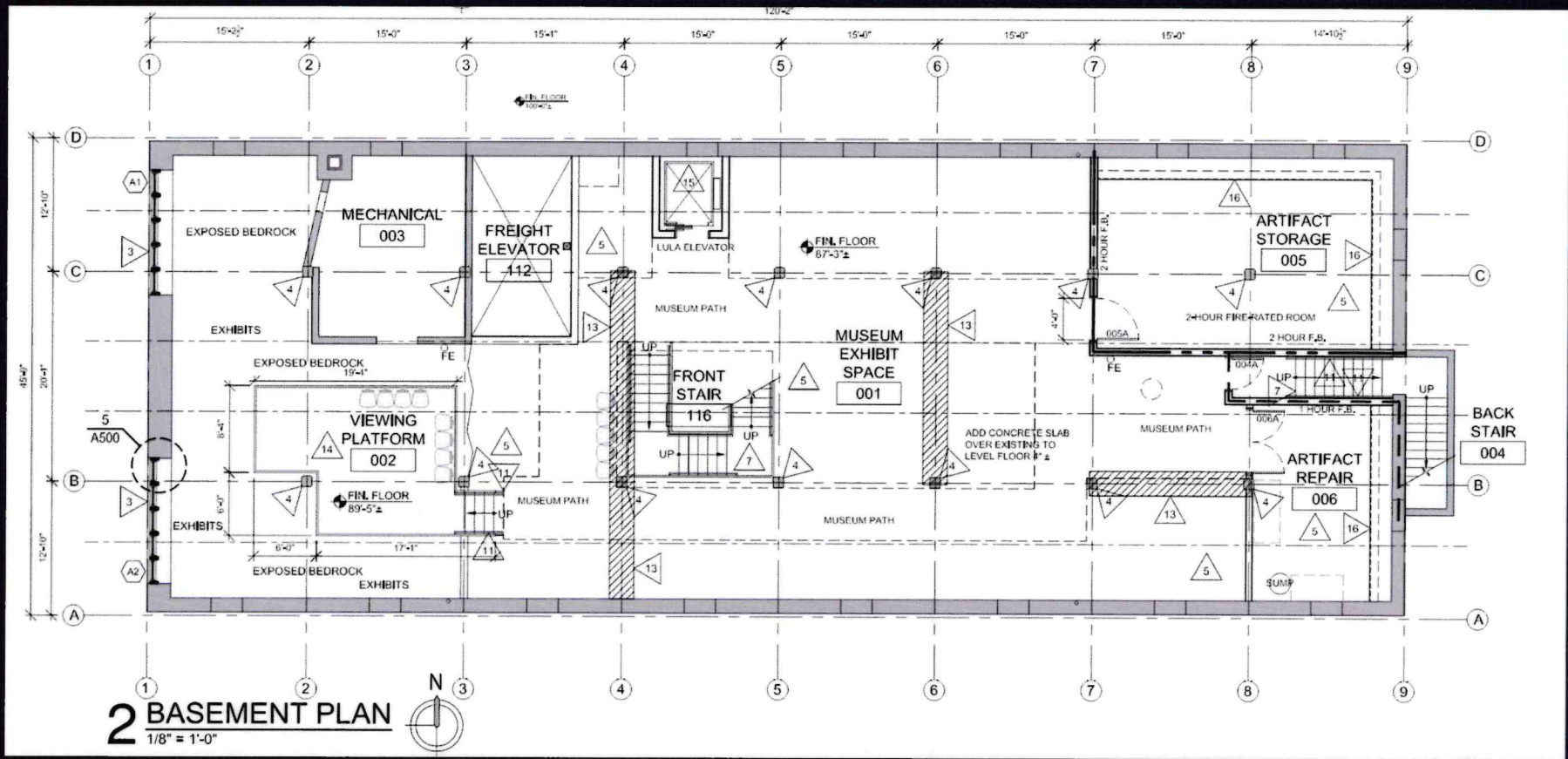
# FIRST FLOOR PLAN



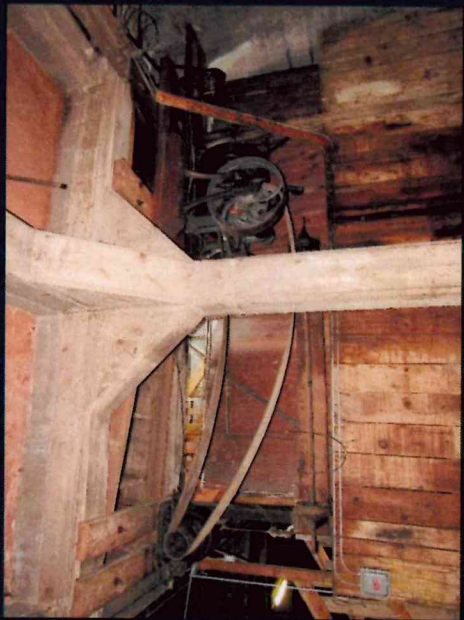
# FIRST FLOOR PHOTOS



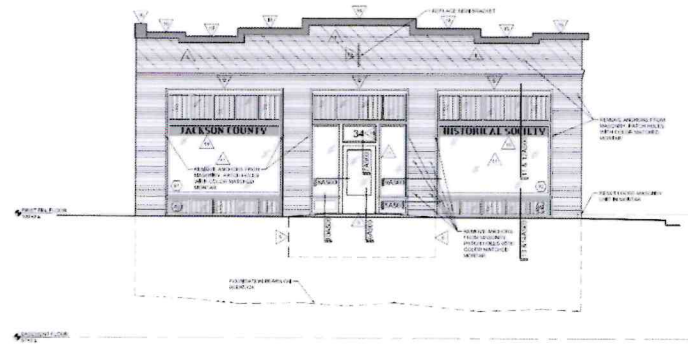
# BASEMENT PLAN



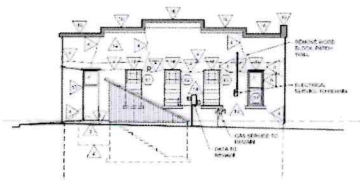
# BASEMENT PHOTOS



# EXTERIOR



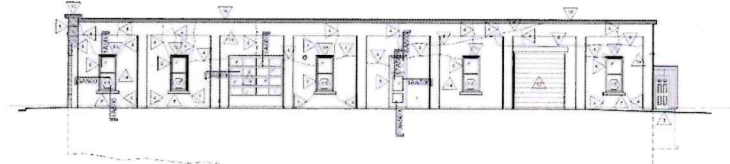
**1 WEST (FRONT) ELEVATION**  
1/8" = 1'-0"



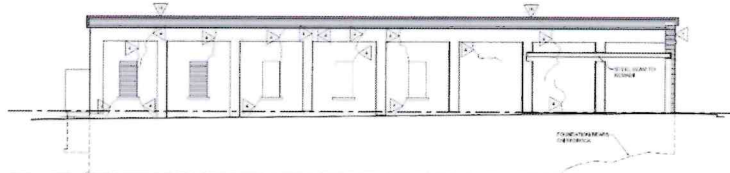
**2 EAST (BACK) ELEVATION**  
1/8" = 1'-0"



**P1 DAMAGED COLUMN**  
SCALE



**3 SOUTH ELEVATION**  
1/8" = 1'-0"



**4 NORTH ELEVATION**  
1/8" = 1'-0"

- ELEVATION GENERAL NOTES:**
1. VERIFY ALL DIMENSIONS AND MATERIALS WITH THE ARCHITECT AND CONTRACTOR TO VERIFY ACCURACY OF THE DRAWING.
  2. VERIFY ALL DIMENSIONS AND MATERIALS WITH THE ARCHITECT AND CONTRACTOR TO VERIFY ACCURACY OF THE DRAWING.
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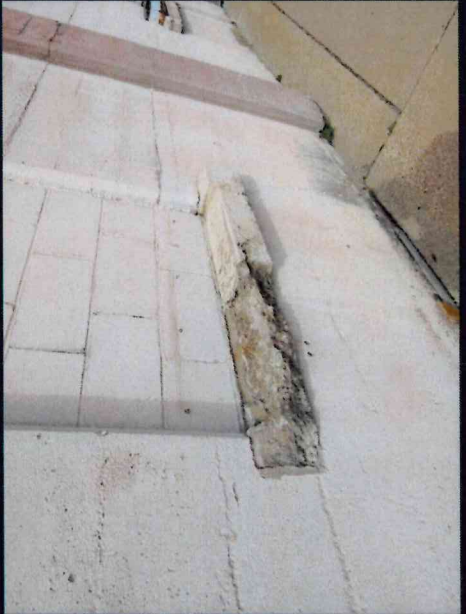
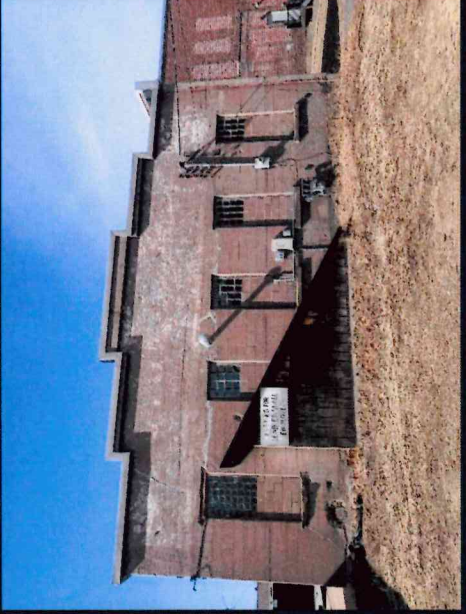
**MATERIAL LEGEND:**

BRICK	GLASS
CONCRETE	PAINTED METAL PANEL
REINFORCED CONCRETE	REINFORCED CONCRETE
WOOD	WOOD
ASPHALT	ASPHALT
ROOFING	ROOFING
FOUNDATION	FOUNDATION

- ELEVATION KEY NOTES:**
1. VERIFY ALL DIMENSIONS AND MATERIALS WITH THE ARCHITECT AND CONTRACTOR TO VERIFY ACCURACY OF THE DRAWING.
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  10. VERIFY ALL DIMENSIONS AND MATERIALS WITH THE ARCHITECT AND CONTRACTOR TO VERIFY ACCURACY OF THE DRAWING.

**PROJECT:** A PROJECT FOR THE ED & PAT DAVIS FAMILY TRUST  
**CLIENT:** McMANNERS & LANDERS FORD GARAGE ADAPTIVE REUSE - PHASE I  
**PROJECT NUMBER:** 12345  
**DATE:** 12/15/2023  
**SCALE:** AS SHOWN  
**SHEET NO.:** A200

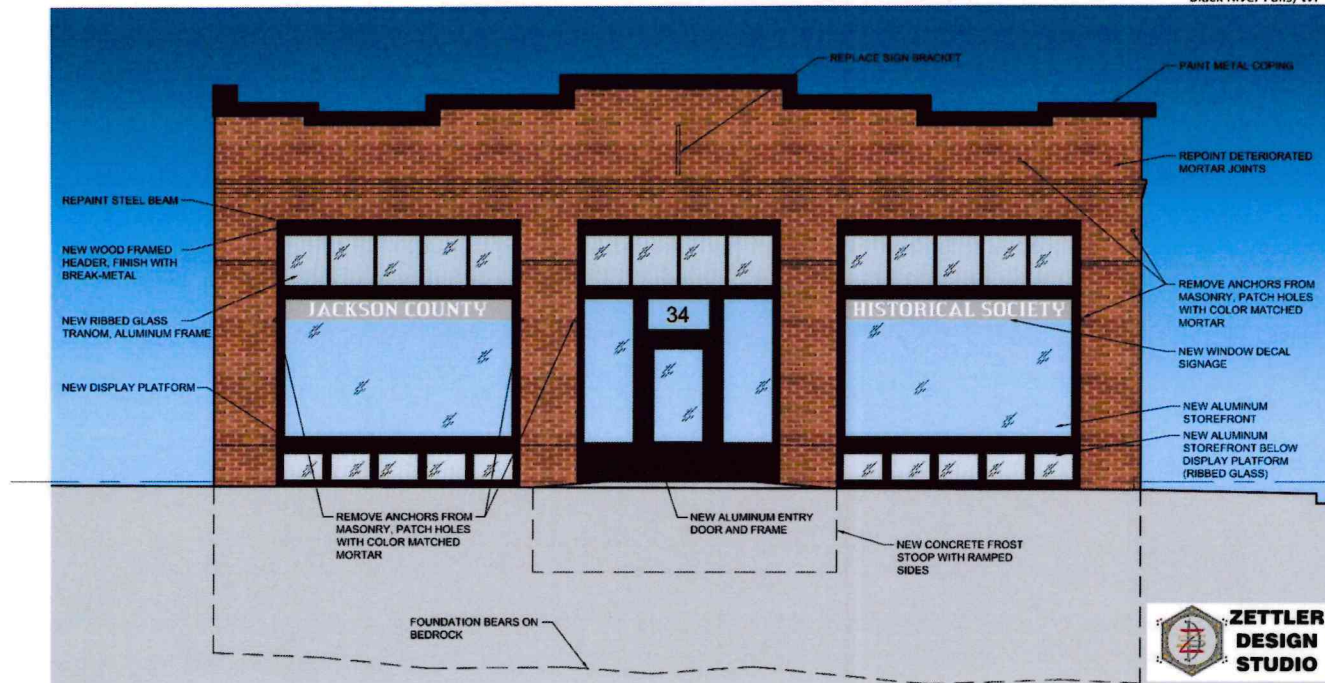
# EXTERIOR PHOTOS



# RENDERINGS

Rendered Building Elevations

McManners & Landers Ford Garage Building  
34 S. First Street  
Black River Falls, WI



PROPOSED  
WEST (FRONT) ELEVATION

SCALE: 0' 2' 4' 8'



**ZETTLER  
DESIGN  
STUDIO**

July 2025

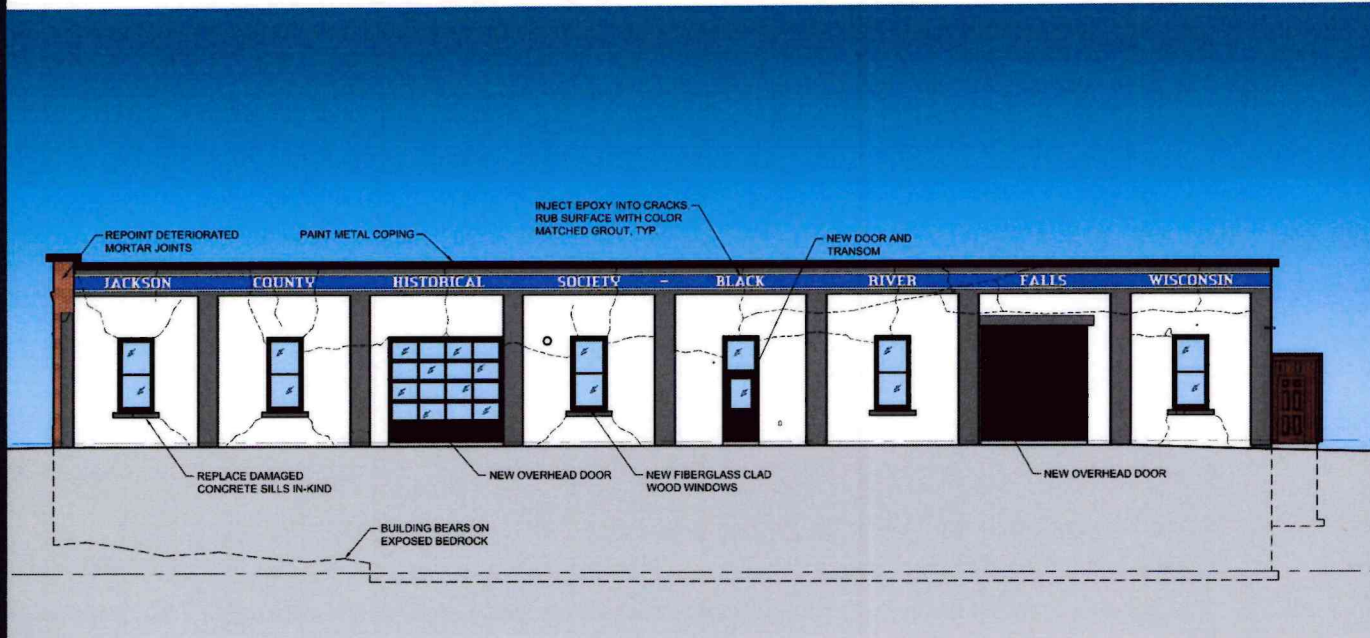
Facade Grant Application

DRAWINGS NOT FOR CONSTRUCTION

# RENDERINGS

Rendered Building Elevations

McManners & Landers Ford Garage Building  
34 S. First Street  
Black River Falls, WI



PROPOSED  
SOUTH ELEVATION

SCALE: 0' 4' 8' 16'

July 2025

Facade Grant Application



**ZETTLER  
DESIGN  
STUDIO**

ENR/WS/18/10/17 P.03/000/STRUCT/2025

# BUDGET

## Phase I – Exterior:

Item:	Cost:
General Conditions @ 8%:	\$21,370
Selective Demolition:	\$28,600
Masonry Tuckpointing:	\$9,900
Concrete Repair/Frost Stoop:	\$115,000
New Doors:	\$33,000
New Windows @ \$4k each:	\$24,000
New Storefront @ \$90/sf:	\$39,960
Exterior Painting:	\$5,000
Electrical Allowance – Exterior:	\$10,000
Lift Rental:	\$1,680

**Phase I Total Budget: \$288,510\***

## Phase I – Exterior:

Item:	Cost:
General Conditions @ 8%:	\$68,110
Selective Demolition:	\$13,500
Concrete Repair/Frost Stoop:	\$40,530
Structural Steel Allowance:	\$35,000
Carpentry and Drywall:	\$65,220
Interior Doors and Trim:	\$48,000
Finishes:	\$91,190
LULA Elevator:	\$75,000
HVAC (Heating & Cooling):	\$202,640
Electrical:	\$253,300
Plumbing:	\$27,000

**Phase II Total Budget: \$919,490\***

\*It is highly recommended for the owner to carry a 20% contingency when working on existing buildings.

# QUESTIONS

# Public Outreach Narrative

## Jackson County Historical Society

### Restoration of the Historic Ford Garage & Creation of a New Museum Front

---

## A Community Project for a Stronger Future

The Jackson County Historical Society (JCHS) is entering one of the most exciting chapters in its history. For more than a century, our organization has preserved the stories, artifacts, and heritage that define Jackson County. Today, we invite the entire community to join us in a transformational effort: **restoring the Historic Ford Garage and creating a new, historically appropriate museum front in downtown Black River Falls.**

This project is more than a renovation. It is a commitment to our shared identity, our local pride, and the generations who will call Jackson County home long after us.

---

## Why This Matters to Our Community

### Preserving Our History

Our county's history is rich, diverse, and deeply meaningful—but many of our irreplaceable documents and artifacts are at risk. As stated in the project narrative:

“There is now a real and present danger of losing those irreplaceable documents! No digital record will ever take the place of the originals.”

The Historic Ford Garage provides the space and stability needed to protect these materials for decades to come.

### Supporting Education

Local schools, families, and lifelong learners rely on JCHS for accessible, engaging historical programming. A modern museum will offer:

- Hands-on learning experiences
- Interactive exhibits
- Research opportunities for students and adults
- A welcoming space for field trips, lectures, and community events

## Revitalizing Downtown Black River Falls

Restoring the Ford Garage strengthens our downtown district, encourages heritage tourism, and supports local businesses. A vibrant museum draws visitors, boosts foot traffic, and enhances community pride.

---

## Our New Home: The Historic Ford Garage

In 2024, JCHS was offered a remarkable opportunity: the former McManners & Landers Ford (Lewis) building at **34 S. 1st Street**, rent-free until we are able to purchase it. This 11,000 sq. ft. structure—now known as **The Historic Ford Garage History and Research Center**—includes:

- A dedicated archive room
- A genealogy research room
- A 30-seat gathering area
- Restrooms and office space
- An antique auto elevator
- Two full levels of usable space
- A granite foundation exposed during the 1911 flood, soon to become part of an immersive exhibit

This building gives us the long-term home our collections and community deserve.

---

## The Project: A Three-Phase Transformation

**Purchase price of Building:** **\$166,000**

### Phase I – Exterior Renovation

This first phase focuses on restoring the building's exterior and creating a welcoming, historically appropriate façade.

#### Scope includes:

- New storefront with glass, doors, and upper ribbed glass
- Cleaning and tuckpointing of brickwork
- ADA-compliant entryway and new concrete frost stoop
- New window casings and windows
- Two new glass see-through garage doors
- Epoxy repair of wall cracks
- New roof/wall cap trim and downspouts

- Basement fire escape restoration
- Exterior electrical installation

**Cost:** \$288,510

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## **Phase II – Interior Renovation**

Once the exterior is secure, interior improvements will prepare the building for public use and museum-quality exhibitions.

### **Scope includes:**

- Structural remediation and selective demolition
- New stairway with basement viewing platform
- ADA-compliant halls, doorways, and a new personal elevator
- Updated genealogy and research rooms
- Expanded lecture/meeting area for 30–40 visitors
- New restrooms (two public, one staff)
- Conservator shop and humidity-controlled fireproof archive room
- New HVAC with humidity control
- Electrical and plumbing upgrades
- New finishes, painting, and museum-quality LED lighting

**Cost:** \$919,490

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## **Phase III – Museum Enhancements & Equipment**

This phase completes the transformation into a modern museum and research center.

### **Planned additions include:**

- Donor recognition wall
- New display cases and portable display walls
- Bookcases for archival collections
- Professional signage
- High-resolution archival and negative scanners
- A full-time office secretary/receptionist

**Total Estimated Cost for Phases I & II:** \$1,208,000

**With 20% contingency:** \$1,449,600

Phase III costs will be finalized as design progresses.

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## How the Community Can Get Involved

This project belongs to all of us. Every contribution—large or small—moves us closer to a permanent, world-class home for Jackson County’s history.

### Ways to Support

- Donations toward Phases I and II
- Sponsorship of specific rooms or features
- Contributions to the donor recognition wall
- Support for archival equipment and museum displays
- Multi-year pledges
- In-kind professional services

Whether you give time, expertise, or financial support, you become part of preserving our shared story.

---

## A Vision for Generations to Come

The Historic Ford Garage is more than a building. It is a symbol of resilience, heritage, and community pride. With your support, it will become:

- A cultural anchor for downtown Black River Falls
- A destination for families, tourists, and researchers
- A place where our past is preserved and our future is inspired

We invite you to stand with us at this defining moment.

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## Learn More or Get Involved

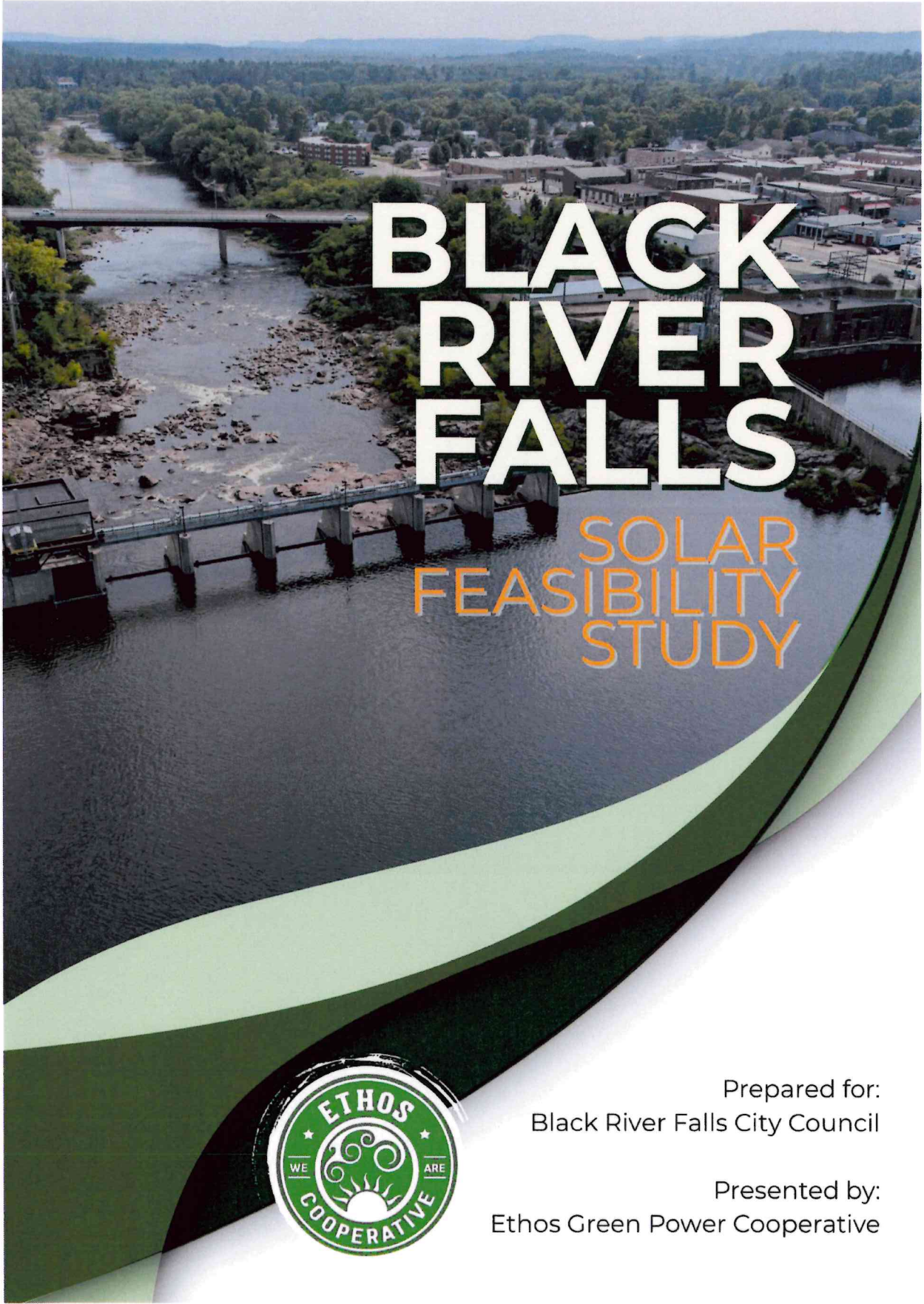
To schedule a tour, ask questions, or explore how you can support this project, contact:

**Ed Davis, President**

Jackson County Historical Society

Phone: (715) 896-3442

Together, we can preserve the past, enrich the present, and inspire the future.



# BLACK RIVER FALLS

## SOLAR FEASIBILITY STUDY



Prepared for:  
Black River Falls City Council

Presented by:  
Ethos Green Power Cooperative

# **Black River Falls Solar Feasibility Study**

## **Black River Falls is seeking to understand the solar viability of the following properties:**

- Skyline Golf Course Club House, 612 N 11th St.
- Milt Lunda Memorial Ice Arena, 388 Melrose St.
- Hoffman Aquatic Center, 1400 Tyler St.
- Fire Station, 30 S Water St.

## **Black River Falls will provide:**

- Annual utility usage (copies of 12 months of utility bills) for each of these properties
- Access to the interior and exterior of these properties, including access to existing electrical equipment, at a predetermined date and time for site exploration and data collection
- Permission to take photo and video onsite for data collection purposes

## **Ethos Green Power Cooperative will provide:**

- Solar viability for each property
  - Optimal siting of solar array (roof, ground, canopy)
  - Shade readings and solar production estimates
  - Visible site characteristics
    - Electrical
    - Physical
  - Barriers to Installation
    - The possibility, if any, of necessary upgrades outside the scope of a typical solar proposal
  - Estimated consumption offset

## **Finally, Ethos Green Power Cooperative will present:**

- A report outlining findings of suitability, production, barriers to installation, and estimated consumption offset with specified site recommendations
- 1 Q&A session before the BRF Council

**Total cost for feasibility study: \$2,000**

Note: Excludes building-specific structural review. Excludes feasibility of utility infrastructure or infrastructure upgrade cost estimates. Excludes project-specific pricing, financial ROI, or available incentives.

# Methodology

- **Overview**
  - The purpose of this study is to ascertain the physical and electrical characteristics of four municipal sites in Black River Falls to determine the feasibility for an investment in solar at each site. This is not a solar installation proposal or a response to an RFP, and as such, does not include information about ROI, payback time, or dollar-amount savings over the life of a solar array.
  - This section contains an explanation of each portion of the study, as well as a set of definitions for terms used later in the study.
- **Site Visits**
  - Two Ethos representatives visited BRF on Feb. 12, 2026 to visit each site, take photos, and record notes about the physical and electrical site characteristics.
- **Site Usage**
  - Monthly utility use and billing data was gathered with the help of the folks at BRF City Hall (thanks, Sally!). This usage was then collated to give an overview of each site's annual kWh usage and kW demand (if applicable). Please note that, while there are other utility charges that may be offset or adjusted as a result of solar production, only kWh and kW were attended to in the scope of this study.
  - **A note on percentages:** The kWh and kW percentages listed for each building relate to overall electrical charges on a monthly bill. Because there are other electrical charges outside of kWh and kW charges (monthly meter fee, Power Cost Adjustment, etc.), the listed percentages will not add up to 100%.
  - **A note on kW Demand:** Several of the sites evaluated are subject to kW demand charges, which are generally not reduced by solar-only installations. In certain billing periods, solar generation may result in a modest indirect reduction in demand if onsite load coincides with the solar production profile; however, this outcome is not consistent or guaranteed. Battery storage is required to achieve a reliable reduction in kW demand. At the current demand-charge rates applicable to these sites, the price of battery systems is not cost-effective relative to the potential savings and therefore was not evaluated as part of this study. Should BRF wish to further evaluate the impact of battery storage at a specific site, this should be identified in the RFP, and 15-minute interval load data would be required to appropriately assess system performance and potential benefits.
- **Solar Viability**
  - Physical site characteristics were studied. These included:
    - the ground onsite (slope, south face, environmental hazards, square footage);

- roof (pitch or degree of slope, roof age and condition, time to roof replacement, obstructions such as chimneys, vents, skylights, etc., overall south-facing square footage, underlying structure);
- the physical location of electrical equipment inside and outside the structure onsite;
- shading (trees or other buildings).
- **Electrical Site Characteristics**
  - Electrical site characteristics were studied. These included:
    - the location of electrical equipment inside a building (location of main service panel and any relevant subpanels);
    - panel size and ampacity of main service to the site, including the service type (single phase, 208 or 480 3-phase);
    - current breaker loads, additional breaker space and ampacity of those breaker spaces;
    - location and configuration of electrical equipment outside the building (meter and transformer)
- **Shade Readings and Solar Production Estimates**
  - Each site was modeled using Solargraf to determine:
    - Maximum system size possible onsite
    - Annual Total Solar Resource Fraction (listed as a percentage of solar irradiance over the course of the year)
    - Annual solar production estimate (listed as kWh produced by the maximum sized array over the course of the year)
    - Consumption offset (listed as a percentage of the site's annual kWh usage that would be offset by maximum system size solar production)
- **Barriers To Installation**
  - A "typical" solar installation is characterized by the physical installation of solar equipment on a structure that is engineered to hold the weight of the installation, as well as the electrical interconnection of that equipment to the main service panel (loadside) or between the meter and service disconnect onsite (lineside). Short trenches may be included as well. Equipment costs, permitting, and labor associated with these installation steps are considered part and parcel of a "typical" solar installation.
  - Barriers to installation represent any installation requirements outside of a typical solar installation that would add logistical and/or financial burden to the installation, or that might fall outside the scope of solar project cost. Such barriers could include:
    - Distance between inside and outside electrical equipment that would require trenching over long distances, through difficult terrain, or directional boring;
    - Electrical limits to equipment requiring service panel upgrades or utility-side upgrades to equipment such as transformers or meters;

- A large system size requiring a lineside connection, which would necessitate a planned outage onsite during the electrical phase of installation;
- Unknown structural design, especially on flat-roof buildings, that would require structural analysis;
- Roof membrane age or warranty limits that could require roof replacement prior to solar installation

## Skyline Golf Course Club House, 612 N 11th St.

### - Site Usage Data

- 2025 Annual kWh Usage: 233,488 kWh
- 2025 Annual kWh Usage Cost: \$19,029.27 (\$0.0815/kWh)
- Percentage of kWh usage to Total Electrical Cost: 62.43%
- 2025 Annual kW Demand: 606.61 kW
- 2025 Annual kW Demand Cost: \$5,611.17 (\$9.25/kW)
- Percentage of kW Demand to Total Electrical Cost: 18.41%
- Conclusion: The ratio of kWh usage cost to kW demand cost is favorable to a solar-only installation. kWh usage is high and stays relatively stable throughout the year.

### - Solar Viability

- Solar Siting and Physical Site Characteristics:
  - Skyline obviously has a lot of green space with relatively low slope, characteristics that are ideal for ground mount placement; however, concerns about errant golf balls and damage to solar equipment was mentioned. A roof mount was therefore prioritized as the primary method of siting solar at Skyline.
  - Skyline's clubhouse roof has a large south face with minimal shading from trees and no obstructions (all chimneys are on the north face of the roof). Roof shingles are reported to have been replaced in 2018, recently enough that a roof mount with a 25-year lifespan will match the life of the shingle. The west face of the roof was also discussed as a secondary expansion site for solar, but will not produce as much solar electricity as a south facing array.



Photo of south roof face

Roof structure was reported as a standard 2 foot on center truss structure, which will reasonably support a solar array.



Photo of patio space

The option of a solar canopy over the existing patio to the west of the property was identified as a means of expanding the solar footprint and providing a value-added shade structure for clubhouse patrons.



Photo of transformer and meter

Transformer is located to the east of the building, with service running underground to a walk-out basement underneath the NE deck of the clubhouse.

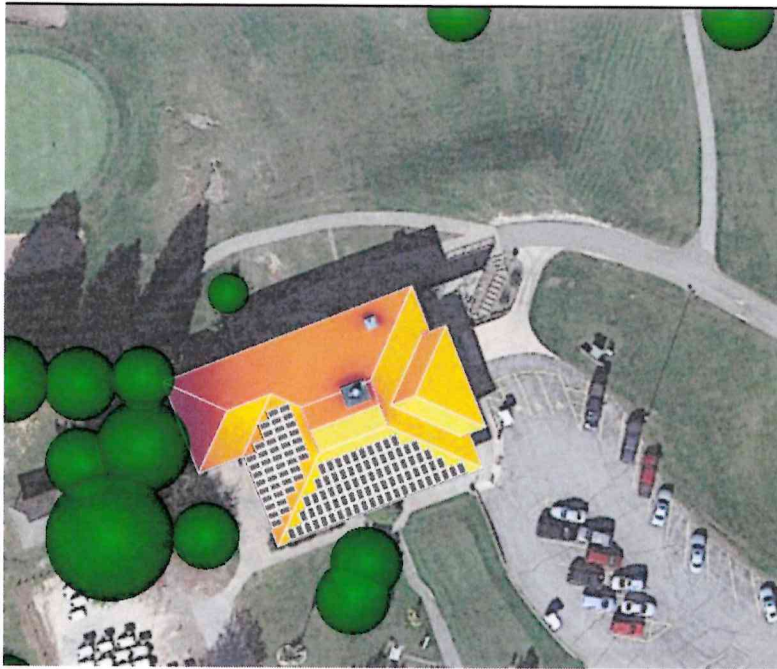
- Electrical Site Characteristics:
  - Skyline's electrical service is 208 3-phase
  - Meter is located on the site transformer, around 30 feet away from the main service disconnect and main service panel in the basement of the building.
  - Geothermal heat is identified as one of the largest electrical draws for the building, followed by kitchen use.



Photo of main service panel

Main panel is located in the basement of the building and has an 800A service with two empty breaker spaces opposite the main feed, promoting a loadside interconnection for systems sized under 46 kW. The main breaker also functions as the main service disconnect.

- **Shade readings and solar production estimates**



- South Facing Roof
  - TSRF: 86%
  - Max Solar Array Size: 34.75 kW
  - Annual Solar Production Estimate: 39,279.48 kWh
  - Consumption Offset: 16.82%
- West Facing Roof
  - TSRF: 70%
  - Max Solar Array Size: 18.92 kW
  - Annual Solar Production Estimate: 17,680.07 kWh
  - Consumption Offset: 7.57%
- Total Roof
  - Max Solar Array Size: 53.67 kW
  - Annual Solar Production Estimate: 56,959.55 kWh
  - Consumption Offset: 24.4%

- **Barriers to Installation**

- Maximum solar array size would result in lineside connection, which would require interception of the leads between the meter and the main service disconnect and a planned outage.
- If a solar canopy is pursued, it should be noted that a canopy would be more expensive overall due to the additional materials required.

**Conclusion:** Skyline Golf Course is a great candidate for solar due to its south facing roof and ease of loadside interconnection. Low consumption offset percentage could be seen as a detriment, but likely promotes the best value of a solar array as all utility credit will be 1:1 at retail rate rather than overproduction credit at avoided cost. Recommend promoting this site to RFP.

Month	kWh Usage	Usage \$	kW Demand	Demand \$	Total Electrical \$
January	19940	\$1,625.11	47.59	\$440.21	\$2,420.22
February	22874	\$1,864.23	71.3	\$659.53	\$2,975.35
March	19830	\$1,616.15	58.48	\$540.94	\$2,397.38
April	16652	\$1,357.14	42.16	\$389.98	\$2,017.58
May	16596	\$1,352.57	40.1	\$370.93	\$2,076.67
June	20976	\$1,709.54	51.72	\$478.41	\$2,743.85
July	24702	\$2,013.21	56.4	\$521.70	\$3,322.03
August	23795	\$1,939.29	57	\$527.25	\$3,691.61
September	18218	\$1,484.77	47.64	\$440.67	\$2,556.34
October	16135	\$1,315.00	45.86	\$424.21	\$2,165.56
November	15818	\$1,289.17	41.42	\$383.14	\$1,981.61
December	17952	\$1,463.09	46.94	\$434.20	\$2,133.14
Total	233488	\$19,029.27	606.61	\$5,611.17	\$30,481.34
Average	19457.3	\$1,585.77	50.6	\$467.60	\$2,540.11
% of total electrical charges		62.43%		18.41%	

Skyl'ine

# Milt Lunda Memorial Ice Arena, 388 Melrose St.

## - Site Usage Data

- 2025 Annual kWh Usage: 488,901 kWh
- 2025 Annual kWh Usage Cost: \$35,798.92 (\$0.1015/kWh On Peak; \$0.0585/kWh Off Peak)
- Percentage of kWh usage to Total Electrical Cost: 63.73%
- 2025 Annual kW Demand: 1,422.54 kW
- 2025 Annual kW Demand Cost: \$13,158.53 (\$9.25/kW)
- Percentage of kW Demand to Total Electrical Cost: 23.42%
- Conclusion: The ratio of kWh usage cost to kW demand cost is favorable to a solar-only installation. kWh usage is metered at on-peak and off-peak schedules, with on-peak utility usage (7 AM-7PM) matching closely with the solar production curve.

## - Solar Viability

- Solar Siting and Physical Site Characteristics:
  - Milt Lunda Memorial Arena is located in the Jackson County Fairgrounds and has little shading or obstruction around it. Roof has a large south face with standing seam roofing. There are some small vents on the south face of the room, but roof obstructions are minimal. Truss structure of building is reported to be sufficient to carry array load, and building plans are reported to be available. Due to the need for driveway and parking access around the building, and the ample roof space available, a roof mount is recommended.



Photo of roof membrane

It was noted while onsite that the space between trusses on the roof have noticeable give to them when stood upon.

- Electrical Site Characteristics:

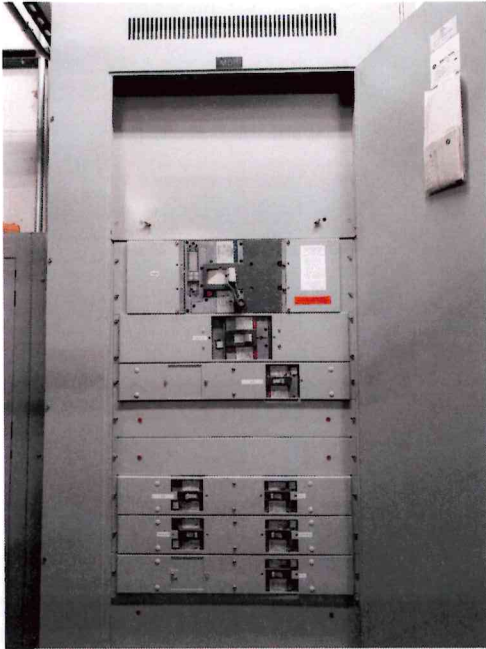


Photo of main service panel

Electrical service is 480 3-phase

Main service panel is located in the SE corner of the building in a utility room and has a 1200A service. There are two installed breakers labeled Spare and one breaker space without an installed breaker.

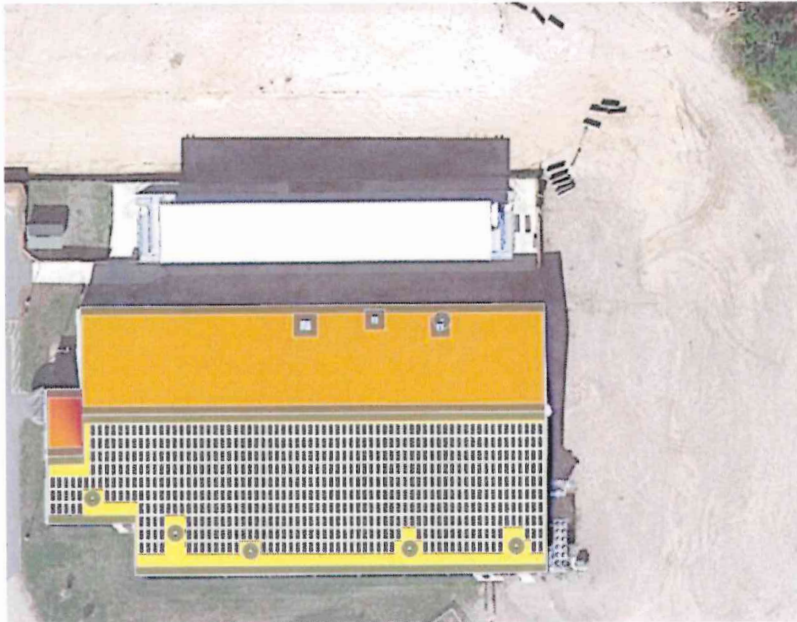


Photo of meter and transformer

Meter is located on the E wall of the building, underneath scaffolded ductwork.

300 kVA transformer is located approx 15 feet away from the meter.

- **Shade readings and solar production estimates**



- South Facing Roof
  - TSRF: 93%
  - Max Solar Array Size: 365.98 kW
  - Annual Solar Production Estimate: 470,743.06 kWh
  - Consumption Offset: Up to 96.29%

- **Barriers to Installation**



Photo of scaffolding

The location of the scaffolded ductwork in relation to the meter outside the building may result in possible work clearance issues if the solar installation requires a lineside connection, or the construction of an equipment rack for solar equipment close to the meter.

**Conclusion:** Milt Lunda Memorial Arena is a great candidate for solar due to its south facing roof pitch, ample square footage, and flexibility of system size. Choosing the largest system size that does not require an electrical service upgrade is likely the best value for this site. Recommend promoting this site to RFP.

Month		kWh Usage	Usage \$	kW Demand	Demand \$	Total Electrical \$		Total kWh Usage
January	On Peak	20298	\$2,060.25	126.18	\$1,167.17	\$5,587.94	J	57850
	Off Peak	37552	\$2,196.79				F	53268
February	On Peak	18693	\$1,897.34	124.45	\$1,151.16	\$5,733.36	M	50334
	Off Peak	34575	\$2,022.64				A	43789
March	On Peak	16421	\$1,666.73	114.26	\$1,056.91	\$4,939.13	M	8530
	Off Peak	33913	\$1,983.91				J	11833
April	On Peak	15714	\$1,594.97	103.96	\$961.63	\$4,558.17	J	13188
	Off Peak	28075	\$1,642.39				A	22049
May	On Peak	2881	\$292.42	32.11	\$297.02	\$1,302.40	S	62168
	Off Peak	5649	\$330.47				O	62457
June	On Peak	3632	\$368.65	142.27	\$1,316.00	\$2,646.05	N	51387
	Off Peak	8201	\$479.76				D	52048
July	On Peak	4837	\$490.96	129.74	\$1,200.10	\$2,760.84		
	Off Peak	8351	\$488.53					
August	On Peak	7018	\$712.33	135.9	\$1,257.08	\$4,002.14		
	Off Peak	15031	\$879.31					
September	On Peak	21214	\$2,153.22	154.11	\$1,425.52	\$7,479.11		
	Off Peak	40954	\$2,395.81					
October	On Peak	22193	\$2,252.59	119.55	\$1,105.84	\$6,661.72		
	Off Peak	40264	\$2,355.44					
November	On Peak	16120	\$1,636.18	117.54	\$1,087.25	\$5,287.87		
	Off Peak	35267	\$2,063.12					
December	On Peak	18379	\$1,865.47	122.47	\$1,132.85	\$5,216.30		
	Off Peak	33669	\$1,969.64					
Total		488901	\$35,798.92	1422.54	\$13,158.53	\$56,175.03		
Average		40741.8	\$2,983.24	118.5	\$1,096.54	\$4,681.25		
% of total electrical charges			63.73%		23.42%			

Ice Arena

# Hoffman Aquatic Center, 1400 Tyler St.

- **Site Usage Data**

- 2025 Annual kWh Usage: 74,087 kWh
- 2025 Annual kWh Usage Cost: \$6,038.08 (\$0.0815/kWh)
- Percentage of kWh usage to Total Electrical Cost: 48.73%
- 2025 Annual kW Demand: 312.1 kW
- 2025 Annual kW Demand Cost: \$2,886.95 (\$9.25/kW)
- Percentage of kW Demand to Total Electrical Cost: 23.3%
- Conclusion: The contributing percentage of kWh usage to the total utility cost annually is lower than the other sites in the study. A solar installation at this site may have less overall impact on utility bill savings. Additionally, though this is not shown in the annual figures listed above, the utility usage at this site is largely isolated to four months in the summer (May-August), with utility usage dropping sharply at all other times of the year. While these months do match WI's annual solar production curve, there may not be a cost benefit to installing sufficient solar to offset the high summer usage.

- **Solar Viability**

- Solar Siting and Physical Site Characteristics:
  - Hoffman Aquatic Center has a south facing roof with a treeline that is far enough away so as to provide little shade, except in deep winter. The shingles on this building are aging. It is recommended that the roof material be replaced before solar is installed.



Photo of south facing roof



Photo of aging shingles

- Electrical Site Characteristics:
  - Electrical service is 208 3-phase



Photo of meter and transformer

The meter and transformer are located to the W of the building, approximately 20 feet away from the utility room.

Meter is located on the site transformer.



Photo of main service panel



Main service panel is located inside a utility room in the SW corner of the building, and has a 600A service. The large switch on the top of the panel is the main service disconnect. There are possible breaker spaces in the main service panel for a loadside solar connection, but an electrician would need to open the panel to determine breaker availability.

## - Shade readings and solar production estimates



- South Facing Roof
  - TSRF: 96%
  - Max Solar Array Size: 41.8 kW
  - Annual Solar Production Estimate: 54,977 kWh
  - Consumption Offset: 74.21%

## - Barriers to Installation

- The primary barrier to installation at Hoffman Aquatic Center is the inconsistency of electrical usage throughout the year. While the maximum system size possible on the roof offsets 74% of the building's usage, the size of the array will not provide enough electricity to offset the spike in summer usage, and will overproduce tremendously outside of the four months of high summer usage. This imbalance results in an inability to maximize the value of 1:1 consumption offset with BRF's current solar crediting system.
- It is recommended that Hoffman Aquatic Center go through a roof replacement prior to solar installation.
- Depending on the size of the array, an electrical upgrade to facilitate a lineside connection between the meter and main service disconnect may be required at additional cost. If a breaker space is available in the main service panel and the array is sized to the breaker limit of the main service panel, a loadside connection would be possible and less expensive.

**Conclusion:** Hoffman Aquatic Center's physical space, pending a roof replacement, is a good candidate for solar. However, the imbalance of electrical usage throughout the year provides a significant financial barrier to installation. This site would require further discussion on the part of the BRF Common Council before promoting it to RFP.

Month	kWh Usage	Usage \$	kW Demand	Demand \$	Total Electrical \$
January	1244	\$101.39	2.66	\$24.61	\$305.04
February	1176	\$95.84	4.44	\$41.07	\$326.85
March	601	\$48.98	2.64	\$24.42	\$254.91
April	663	\$54.03	4.84	\$44.77	\$281.90
May	6087	\$496.09	22.1	\$204.43	\$915.55
June	20920	\$1,704.98	86.8	\$802.90	\$2,945.87
July	26449	\$2,155.59	85.87	\$794.30	\$3,619.40
August	15133	\$1,233.34	86.06	\$796.06	\$2,766.49
September	420	\$34.23	9.31	\$86.12	\$251.05
October	423	\$34.47	3.31	\$30.62	\$247.75
November	366	\$29.83	1.41	\$13.04	\$224.20
December	605	\$49.31	2.66	\$24.61	\$253.03
Total	74087	\$6,038.08	312.1	\$2,886.95	\$12,392.04
Average	6173.9	\$503.17	26.0	\$240.58	\$1,032.67
% of total electrical charges		48.73%		23.30%	

Aquatic Center

# Fire Station, 30 S Water St.

## - Site Usage Data

- 2025 Annual kWh Usage: 69,477 kWh
- 2025 Annual kWh Usage Cost: \$8,415.94 (\$0.20/kWh On Peak; \$0.075/kWh Off Peak)
- Percentage of kWh usage to Total Electrical Cost: 92.1%
- Conclusion: The Fire Station is only being charged for kWh usage, no demand. This billing structure is highly favorable to a solar-only installation. kWh usage is metered at on-peak and off-peak schedules, with on-peak utility usage (7 AM-7PM) matching closely with the solar production curve. kWh usage is middling and stays stable throughout the year, which may result in overproduction during the summer months and underproduction during the winter months.

## - Solar Viability

- Solar Siting and Physical Site Characteristics:
  - Fire Station has three distinct building sections and constructions: the original building, and two subsequent add-ons for additional fire vehicle and EMS vehicle space, respectively.
  - The edge of the site lot abuts the Black River and a certified levee. Although there is relatively flat green space surrounding the building parking lot, the levee imposes a setback on construction 16 feet from the parking lot edge, making a ground mount impractical relative to a ballasted roof mount, though it is possible that a ballasted ground mount could be considered if desired.
  - The Fire Station has little to no shading obstruction.



Photo of building from roof

All three building sections are flat roof structures. The oldest section of the roof does not have visible truss or span structures, and the construction of that roof is unknown at this time.

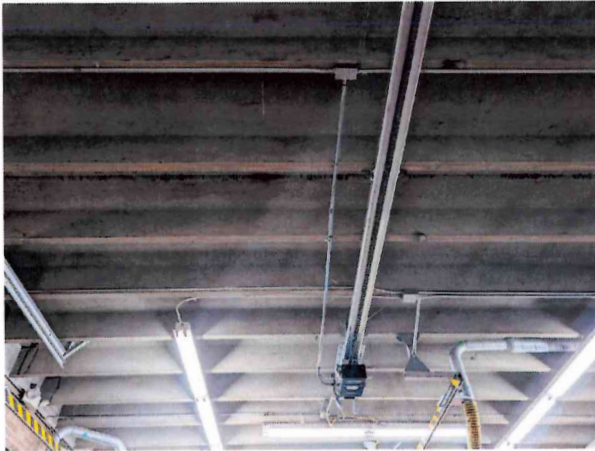


Photo of concrete spans in middle section of building

The center addition features visible precast concrete structures spanning the roof. The other addition is reported to have a similar roof structure.



Photo of unadhered river rock

The roof of both additions is currently covered in river rock (not adhered), strongly suggesting that a ballasted solar installation would pass structural engineering with the removal of the river rock. The roof area on both additions is relatively free from obstruction.

- Electrical Site Characteristics:



Photo of transformer

The 25 kVA transformer is pole-mounted to the NE.

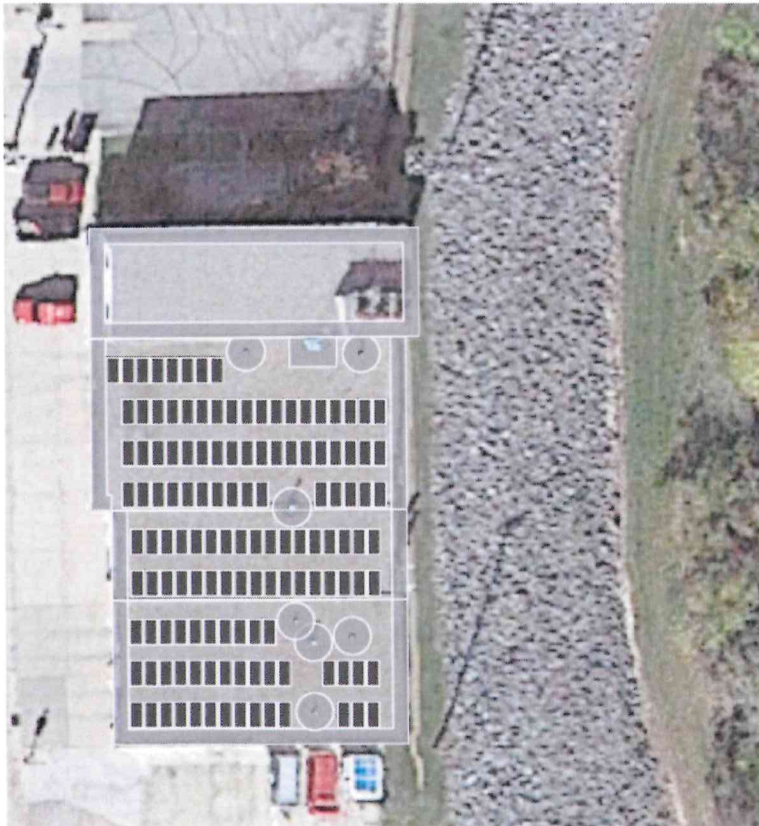




Photo of main service panel

The building features a single phase 225A main service panel with several subpanels throughout the building to service the various sections. The size of this main service panel suggests that a lineside connection would be the best fit for this site, as electrical upgrades within the building would likely impose undue cost.

**- Shade readings and solar production estimates**



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Modules: 132 (78.56 kW)  
Inverters: Micro - 67  
Consumption: 69.477 MWh

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Consumption offset\* : 130.55%  
Production\* : 90.702 MWh

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\*These values are first-year estimates only

- Total Roof
  - TSRF: 83%
  - Max Solar Array Size: 76.56 kW
  - Annual Solar Production Estimate: 90,702 kWh
  - Consumption Offset: 130.55%
- **Barriers to Installation**
  - A structural study is recommended to ensure that building structure would accommodate solar and ballast load if moving ahead with a roof mount. However, the presence of river rock (typically 10-15 psf) indicates that a ballasted solar installation (typically 5-7 psf) would be accommodated by the current roof structure upon removing the river rock ballast with no additional structural reinforcement needed.
  - The removal of the rooftop river rock would be required in order to install a ballasted solar array. This would represent an additional cost to the project. The solar array itself would then serve as ballast for the roofing membrane.
  - A lineside connection, recommended above, would require a planned power outage to the building. This would have to be negotiated carefully as the Fire Station is involved in emergency response.
  - Even with a lineside connection, depending on system size, a transformer upgrade may be necessary to accommodate the maximum solar system size possible.

**Conclusion:** The Fire Station is a great candidate for solar due to its available roof space, limited shade and obstructions, and consistent annual electrical usage. Choosing the largest system size that doesn't result in a transformer upgrade is likely the best value for this site. Recommend promoting this site to RFP.

## Final Conclusion

Of the four sites studied, three of the sites - Skyline Golf Course, Milt Lunda Ice Arena, and the Fire Station - are good candidates for a solar installation and it is recommended that those sites be elevated to an RFP. Hoffman Aquatic Arena requires further discussion as a solar candidate as its inconsistent usage makes it difficult to maximize the value of a solar installation.

Month		kWh Usage	Usage \$	Total Electrical \$		Total kWh Usage
January	On Peak	2808	\$561.60	\$919.96	J	7680
	Off Peak	4872	\$365.40		F	7194
February	On Peak	2709	\$541.80	\$938.06	M	6565
	Off Peak	4485	\$336.38		A	5907
March	On Peak	2364	\$472.80	\$790.10	M	4349
	Off Peak	4201	\$315.08		J	4894
April	On Peak	2350	\$470.00	\$755.74	J	5566
	Off Peak	3557	\$266.78		A	5377
May	On Peak	1539	\$307.80	\$557.60	S	4655
	Off Peak	2810	\$210.75		O	4618
June	On Peak	1753	\$350.60	\$661.89	N	5486
	Off Peak	3141	\$235.58		D	7186
July	On Peak	2059	\$411.80	\$793.80		
	Off Peak	3507	\$263.03			
August	On Peak	1962	\$392.40	\$862.40		
	Off Peak	3415	\$256.13			
September	On Peak	1699	\$339.80	\$664.55		
	Off Peak	2956	\$221.70			
October	On Peak	1868	\$373.60	\$640.65		
	Off Peak	2750	\$206.25			
November	On Peak	1835	\$367.00	\$673.84		
	Off Peak	3651	\$273.83			
December	On Peak	2695	\$539.00	\$878.90		
	Off Peak	4491	\$336.83			
Total		69477	\$8,415.94	\$9,137.49		
Average		5789.8	\$701.33	\$761.46		
% of total electrical charges			92.10%			

Fire Station

	Skyline Clubhouse	Ice Arena	Aquatic Center	Fire Station
2025 Annual kWh Usage	233,488 kWh	488,901 kWh	74,087 kWh	69,477 kWh
2025 Annual kWh Usage Cost	\$19,029.27	\$35,798.92	\$6,038.08	\$8,415.94
% of Total Electrical Cost	62.43%	63.73%	48.73%	92.1%
2025 Annual kW Demand	606.61 kW	1,422.54 kW	312.1 kW	n/a
2025 Annual kW Demand Cost	\$5,611.177	\$13,158.53	\$2,886.95	n/a
% of Total Electrical Cost	18.41%	23.42%	23.3%	n/a
TSRF	78% (average)	93%	96%	83%
Max Solar Array Size	53.67 kW	365.98 kW	41.8 kW	76.56 kW
Annual Solar Production Estimate	56,959.55 kWh	470,743.06 kWh	54,977 kWh	90,702 kWh
Consumption Offset	24.4%	96.29%	74.21%	130.55%

The market rate per Watt of solar varies from state to state, and can change rapidly due to complex market conditions. Even within WI, solar market rate will vary from urban installer to rural installer based on the cost of living in different areas. According to Energy Sage, Wisconsin's average PPW for a 12 kW is around \$3.17. With larger installations, economies of scale produce lower prices per Watt as equipment and labor efficiencies are realized.

For each of the BRF sites studied, the following price per Watt (PPW) range can be applied as a cost estimator:

Site	System Size	PPW Range
Skyline Golf	34.75 kW	\$2.20-2.30
Hoffman Aquatic Center	41.8 kW	\$2.20-2.30
Fire Station	76.56 kW	\$2.10-2.20
Milt Lunda Ice Arena	365.98 kW	\$1.80-1.90

## Black River Falls Solar Feasibility Study

### Black River Falls is seeking to understand the solar viability of the following properties:

- Skyline Golf Course Club House, 612 N 11th St.
- Milt Lunda Memorial Ice Arena, 388 Melrose St.
- Hoffman Aquatic Center, 1400 Tyler St.
- Fire Station, 30 S Water St.

### Black River Falls will provide:

- Annual utility usage (copies of 12 months of utility bills) for each of these properties
- Access to the interior and exterior of these properties, including access to existing electrical equipment, at a predetermined date and time for site exploration and data collection
- Permission to take photo and video onsite for data collection purposes

### Ethos Green Power Cooperative will provide:

- Solar viability for each property
  - Optimal siting of solar array (roof, ground, canopy)
  - Shade readings and solar production estimates
  - Visible site characteristics
    - Electrical
    - Physical
  - Barriers to Installation
    - The possibility, if any, of necessary upgrades outside the scope of a typical solar proposal
  - Estimated consumption offset

### Finally, Ethos Green Power Cooperative will present:

- A report outlining findings of suitability, production, barriers to installation, and estimated consumption offset with specified site recommendations
- 1 Q&A session before the BRF Council

**Total cost for feasibility study: \$2,000**

Note: Excludes building-specific structural review. Excludes feasibility of utility infrastructure or infrastructure upgrade cost estimates. Excludes project-specific pricing, financial ROI, or available incentives.

A. Brad Chown, City Administrator

*A Brad Chown*

Jan 14 2026

Katherine Lewiston

*Katherine Lewiston*

Jan 14 2026

## CITY OF BLACK RIVER FALLS ORDINANCE NO. 901

### AN ORDINANCE REPEALING AND RECREATING SECTION 11.04 OF THE CODE OF ORDINANCES FOR THE CITY OF BLACK RIVER FALLS, JACKSON COUNTY, WISCONSIN REGARDING GARBAGE AND RUBBISH COLLECTION

The Common Council of the City of Black River Falls, Jackson County, Wisconsin, do ordain as follows:

#### SECTION 1.

Section 11.04 shall be repealed and recreate to read as follows:

**11.04 GARBAGE AND RUBBISH COLLECTION.** (1) ADMINISTRATION. The Street Superintendent shall oversee the collection, removal and disposal of garbage and rubbish in the City.

(2) COLLECTION AND DISPOSAL. Garbage or rubbish of any nature, not prepared or placed in compliance with the following regulations, shall not be collected:

(a) Receptacles. Any resident having garbage to dispose of shall prepare the same for collection by draining, wrapping and placing it in a suitable receptacle. Receptacles shall be standard type garbage containers, shall be made of metal or plastic, shall be watertight, shall have a tight fitting cover, shall be equipped with handles, and shall have a capacity of not more than 32 gallons and weigh no more than 50 pounds. Receptacles shall be kept clean and in a sanitary condition at all times. Heavy duty plastic bags securely tied and designed for garbage use may be used in lieu of the standard metal and plastic garbage receptacles. Paper bags, 5 gallon pails or 55 gallon steel or cardboard barrels or drums are not allowed for garbage containers.

(b) Collection. 1. Placement of Receptacles. In areas where legally opened alleys exist, garbage collection shall be made from the alley with the garbage receptacles being placed at the alley line for collection. In other areas, garbage receptacles shall be placed within 5 feet of the curb line for collection by the Contractor for the City and, where there is no curb, the receptacles shall be placed within 5 feet of the edge of the shoulder of the roadway. During the snow season, the receptacles shall be kept shoveled out. Receptacles shall be removed from the curb line or edge of the roadway within 24 hours after collection.

2. Time and Frequency. All recyclable materials and solid waste from residential units shall be collected by the City's Street Department on a once-a-week basis. Collection shall be curb side and shall take place between the hours of 7:00 A.M. and 3:30 P.M. All recyclables and solid waste are to be set within 5 feet of the edge of the street by 7:00 A.M. on the day of collection to assure pick up.

(3) PROHIBITED MATERIALS. Ammunition shall not be placed with garbage or rubbish for collection, but shall be brought to the Police Department.

## CITY OF BLACK RIVER FALLS ORDINANCE NO. 901

(4) PROHIBITED ACTS. (a) Improper Placement of Recyclables, Garbage and Rubbish. It shall be unlawful for any person to deposit, throw or place any recyclable, garbage or rubbish of any kind on or within any public street, alley, park, sidewalk, gutter or other public place or on or within any private property or premises, whether owned, kept or controlled by such person or not, unless such garbage or rubbish is placed and left for collection or removal as provided herein. However, composting, following recognized standards, shall be permitted.

(b) Improper Placement of Recyclables, Garbage and Rubbish in Dumpsters. It shall be unlawful for any person to deposit, throw or place any garbage or rubbish of any kind on or within any dumpster or other container belonging to others which is located on public or private property or premises within the City unless the owner of the dumpster or other container or the Director of Public Works, as appropriate, gives written approval to deposit, throw or place any garbage or rubbish on or within such dumpsters or other containers on or within said property or premises. This written approval may be withdrawn upon 10 days' written notice.

(c) Placement of Recyclables, Garbage or Rubbish by Nonresidents Prohibited. It shall be unlawful for any nonresident of the City to deposit, throw or place any garbage or rubbish of any kind on or within any public street, alley, park, sidewalk, gutter or other public place or on or within any private property or premises.

(d) Scavenging. It shall be unlawful for any person to disturb, remove or carry away rubbish, refuse, garbage or recyclable material that has been placed for collection unless written approval has been received from the Public Works Director or the resident.

(5) REJECTION OF RECYCLABLES, GARBAGE AND RUBBISH. Any recyclables, garbage or rubbish not placed in accordance with the provisions of this section may be rejected by the collector, in which case he shall fill out and leave a tag with the householder indicating the reason for such rejection. Garbage and rubbish so tagged shall be removed from where it is placed within 24 hours of the time said garbage or rubbish was scheduled for pickup.

(6) REFUSE SOURCE SEPARATION. To assist in the recycling of recyclable refuse and to prolong the useful life of the landfill, and to reduce the social and financial costs of disposing of refuse, each residence shall be required to separate all recyclable refuse generated.

(7) SEPARATION REQUIRED. If the separation requirements of this section are not met by residential users, the property owners shall be responsible for disposing of materials not picked up by the City or its agent at their own expense. The disposal of said materials shall be deposited in an approved landfill site within 7 days of notice or be subject to ch. 10 of this Code. Commercial and industrial users shall be required to adopt and implement reasonable methods of recycling and shall, within one year from the date hereof, have on file with the office of the City Clerk either a written plan for recycling or shall file a copy of a contract with a private contractor which includes recycling reasonably appropriate to test or industry involved. Failure to comply with the recycling provisions of this section may subject property owners to penalties which shall be set forth in a separate ordinance to be enacted in the future.



# Current Language

## HEALTH AND SANITATION 11.03(19)

section, any authorized officer, employee or representative of the City may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and non-residential facilities and properties, and any records relating to recycling activities which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the City who requests access for the purposes of inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.

(b) Any person who violates a provision of this section may be issued a citation by a City police officer to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.

(c) Penalties for violating this section may be assessed as follows:

1. Any person who violates sub. (16) above may be subject to a forfeiture of \$50 for a first violation, \$200 for a second violation and not more than \$2,000 for a third or subsequent violation.

2. Any person who violates a provision of this section, except sub. (16) above, may be subject to a forfeiture of not less than \$10 nor more than \$1,000 for each violation.

(d) Each incident of violation shall be a separate offense and each day or part thereof during which a violation occurs shall be deemed a separate offense.

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**11.04 GARBAGE AND RUBBISH COLLECTION.** (1) ADMINISTRATION. The Public Works Director shall oversee the collection, removal and disposal of garbage and rubbish in the City, much of which shall be accomplished through a private contractor.

(2) COLLECTION AND DISPOSAL. Garbage or rubbish of any nature, not prepared or placed in compliance with the following regulations, shall not be collected:

(a) Receptacles. Any person having garbage to dispose of shall prepare the same for collection by draining, wrapping and placing it in a suitable receptacle. Receptacles shall be standard type garbage containers, shall be made of metal or plastic, shall be watertight, shall have a tight fitting cover, shall be equipped with handles or bail, and shall have a capacity of not more than 32 gallons and weigh no more than 50 pounds. Receptacles shall be kept clean and in a sanitary condition at all times. Heavy duty plastic bags securely tied and designed for garbage use may be used in lieu of the standard metal and plastic garbage receptacles. Paper bags, 5 gallon pails or 55 gallon steel or cardboard barrels or drums are not allowed for garbage containers.

(b) Collection. 1. Placement of Receptacles. In areas where legally opened alleys exist, garbage collection shall be made from the alley with the garbage receptacles being placed at the alley line for collection. In other areas, garbage receptacles shall be placed within 5 feet of the curb line for collection by the Contractor for the City and, where there is no curb, the receptacles shall be placed within 5 feet of the

## HEALTH AND SANITATION 11.04(2)

edge of the shoulder of the roadway. During the snow season, the receptacles shall be kept shoveled out. Receptacles shall be removed from the curb line or edge of the roadway within 24 hours after collection.

2. Time and Frequency. All recyclable materials and solid waste from residential units and from small commercial establishments shall be collected by a contractor engaged by the City on a once-a-week basis. Collection shall be curb side and shall take place between the hours of 6:30 A.M. and 6:30 P.M. All recyclables and solid waste are to be set within 5 feet of the edge of the street by 6:30 A.M. on the day of collection to assure pick up.

(3) PROHIBITED MATERIALS. Ammunition shall not be placed with garbage or rubbish for collection, but shall be brought to the Police Department.

(4) PROHIBITED ACTS. (a) Improper Placement of Recyclables, Garbage and Rubbish. It shall be unlawful for any person to deposit, throw or place any recyclable, garbage or rubbish of any kind on or within any public street, alley, park, sidewalk, gutter or other public place or on or within any private property or premises, whether owned, kept or controlled by such person or not, unless such garbage or rubbish is placed and left for collection or removal as provided herein. However, composting, following recognized standards, shall be permitted.

(b) Improper Placement of Recyclables, Garbage and Rubbish in Dumpsters. It shall be unlawful for any person to deposit, throw or place any garbage or rubbish of any kind on or within any dumpster or other container belonging to others which is located on public or private property or premises within the City unless the owner of the dumpster or other container or the Director of Public Works, as appropriate, gives written approval to deposit, throw or place any garbage or rubbish on or within such dumpsters or other containers on or within said property or premises. This written approval may be withdrawn upon 10 days' written notice.

(c) Placement of Recyclables, Garbage or Rubbish by Nonresidents Prohibited. It shall be unlawful for any nonresident of the City to deposit, throw or place any garbage or rubbish of any kind on or within any public street, alley, park, sidewalk, gutter or other public place or on or within any private property or premises.

(d) Scavenging. It shall be unlawful for any person to disturb, remove or carry away rubbish, refuse, garbage or recyclable material that has been placed for collection unless written approval has been received from the Public Works Director or the resident.

(5) REJECTION OF RECYCLABLES, GARBAGE AND RUBBISH. Any recyclables, garbage or rubbish not placed in accordance with the provisions of this section may be rejected by the collector, in which case he shall fill out and leave a tag with the householder indicating the reason for such rejection. Garbage and rubbish so tagged shall be removed from where it is placed within 24 hours of the time said garbage or rubbish was scheduled for pickup.

(6) REFUSE SOURCE SEPARATION. To assist in the recycling of recyclable refuse and to prolong the useful life of the landfill, and to reduce the social and financial costs of disposing of refuse, each

## HEALTH AND SANITATION 11.04(6)

residence and residential unit shall be required and each place of business, industry, church, nursing home, school, museum, public or private organization is encouraged to separate all refuse generated.

(7) EXEMPTIONS. This section shall not include or affect civic or charitable organizations which conduct fund drives for recyclable materials.

(8) SEPARATION REQUIRED. If the separation requirements of this section are not met by residential users, the property owners shall be responsible for disposing of materials not picked up by the City or its agent at their own expense. The disposal of said materials shall be deposited in an approved landfill site within 7 days of notice or be subject to ch. 10 of this Code. Commercial and industrial users shall be required to adopt and implement reasonable methods of recycling and shall, within one year from the date hereof, have on file with the office of the City Clerk either a written plan for recycling or shall file a copy of a contract with a private contractor which includes recycling reasonably appropriate to test or industry involved. Failure to comply with the recycling provisions of this section may subject property owners to penalties which shall be set forth in a separate ordinance to be enacted in the future.

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### 11.06 SMOKING, VAPING, AND TOBACCO PRODUCTS PROHIBITED.

(1) Smoking, the use of electronic vaping devices, and the use of tobacco products, is/are prohibited from occurring within the fenced in area surrounding an area commonly referred to as the "All-Abilities Park" located at 1400 Tyler Street in the City of Black River Falls, Wisconsin, or within twenty feet of the outside of said boundary fence.

(2) The following definitions control this Section:

a) "*Smoking*" means burning or holding, or inhaling or exhaling smoke from, any of the following items containing tobacco:

- i. A lighted cigar.
- ii. A lighted cigarette.
- iii. A lighted pipe.
- iv. Any other lighted smoking equipment.

b) "*Electronic vaping device*" means a device that may be used to deliver any aerosolized or vaporized liquid or other substance for inhalation, regardless of whether the liquid or other substance contains nicotine, including an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. "Electronic vaping device" includes a component, part, or accessory of the device, and includes a liquid or other substance that may be aerosolized or vaporized by such device, regardless of whether the liquid or other substance contains nicotine. "Electronic vaping device" does not include a battery or battery charger when sold separately. "Electronic vaping device" does not include drugs, devices, or combination products authorized for sale by the U.S. food and drug administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

c) "*Tobacco products*" means cigars; pipe tobacco; cheroots; stogies; periques;

**CITY OF BLACK RIVER FALLS ORDINANCE NO. 902**

**AN ORDINANCE REPEALING AND RECREATING SECTION 1.57 OF THE  
CODE OF ORDINANCES FOR THE CITY OF BLACK RIVER FALLS,  
JACKSON COUNTY, WISCONSIN RELATING TO DESTRUCTION OF  
PUBLIC RECORDS**

The Common Council of the City of Black River Falls, Jackson County, Wisconsin, do ordain as follows:

**SECTION 1.** Section 1.57 the Code of Ordinances of the City of Black River Falls is hereby repealed and recreated and shall read as follows:

**PUBLIC RECORDS, DESTRUCTION OF. (1) FINANCIAL RECORDS.** City officers may destroy the following non-utility records of which they are the legal custodian and which are considered obsolete after completion of an audit by State auditors or an auditor licensed under Ch. 442, Wis. Stats., but not less than 7 years after payment or receipt of any sum involved in the particular transaction unless a shorter period has been fixed or will, in the future, be fixed by the committee on public records, pursuant to §16.61(3)(e), Wis. Stats., and then after such shorter period:

- (a) Bank statements, deposit books, slips and stubs.
- (b) Bonds and coupons after maturity.
- (c) Cancelled checks, duplicates and check stubs.
- (d) License and permit applications, stubs and duplicates.
- (e) Payrolls and other time and employment records of personnel included under the Wisconsin Retirement Fund.
- (f) Receipt forms.
- (g) Special assessment records.
- (h) Vouchers, requisitions, purchase orders and all other supporting documents pertaining thereto.

**(2) UTILITY RECORDS.** City officers may destroy the following utility records of which they are the legal custodians and which are considered obsolete after completion of any required audit by the Bureau of Municipal Audit or an auditor licensed under Ch. 442, Wis. Stats., subject to State Public Service Commission regulations, but not less than 7 years after the record was effective unless a shorter period has been fixed by the State Public Records Board pursuant to §16.61(3)(e), Wis. Stats., and then after such a shorter period, except that water stubs, receipts of current billings and customers' ledgers may be destroyed after 2 years:

- (a) Water, sewer, electrical stubs and receipts of current billings.
- (b) Customers' ledgers.
- (c) Vouchers and supporting documents pertaining to charges not included in plant accounts.
- (d) Other utility records after 7 years with the written approval of the State Public Service Commission.

## CITY OF BLACK RIVER FALLS ORDINANCE NO. 902

(3) **LAW ENFORCEMENT RECORDS.** Subject to all applicable laws to the contrary and insomuch as the above-referenced Wisconsin Municipal and Related Records Schedule does not address law enforcement records retention and destruction, the City adopts ten (10) years as the time period that law enforcement records for the City of Black River Falls shall be retained before destruction. Notwithstanding the foregoing, the Police Chief for the City of Black River Falls shall be allowed to create a destruction schedule for certain digital records for use by the Police Department and shall forward a signed copy of said schedule, and of any amendment thereto, to the City Administrator.

(4) **INSURANCE CLAIM RECORDS.** Subject to all applicable laws to the contrary and insomuch as the above-referenced Wisconsin Municipal and Related Records Schedule does not address insurance claim records retention and destruction, the City adopts two (2) years as the time period that insurance claim records for the City of Black River Falls shall be retained before destruction.

(5) **OTHER RECORDS.** City officers may destroy the following records of which they are the legal custodian and which are considered obsolete, but not less than 7 years after the record was effective, unless another period has been set by Statute, or by the State Public Records Board pursuant to §16.61(3)(e), Wis. Stats., and then after such a shorter period:

- (a) Assessment rolls and related records, including Board of Review minutes.
- (b) Contracts and papers relating thereto. Correspondence and communications.
- (c) Financial reports other than annual financial reports.
- (d) Insurance policies.
- (e) Oaths of office.
- (f) Reports of boards, commissions, committees and officials duplicated in the Council minutes. Resolutions and petitions.
- (g) Voter record cards.

(4) **NOTICE REQUIRED.** Unless notice is waived by the State Historical Society, at least 60 days' notice shall be given the State Historical Society prior to the destruction of any record as provided in §19.21(4)(a), Wis. Stats.

(5) **TAPE RECORDINGS.** Any tape recording of a governmental meeting of the City may be destroyed, erased or reused no sooner than 90 days after the minutes of the meeting have been approved and published if the purpose of the recording was to make minutes of the meeting.

(6) **LIMITATION.** This section shall not be construed to authorize the destruction of any public record after a period less than prescribed by statute or State administrative regulations.



# Current Language

(8) CONFIDENTIAL INFORMATION. Whenever the Assessor, in the performance of his duties, requests or obtains income and expense information pursuant to §70.47(7)(af), Wis. Stats., such income and expense information that is provided to the Assessor shall be held by him

**GENERAL GOVERNMENT 1.56(8)**

on a confidential basis, except, however, that the information may be revealed to and used by persons in the discharging of duties imposed by law; in the discharge of his official duties, including, but not limited to, use by the Assessor in performance of official duties of his office and use by the Board of Review in performance of its official duties; or, pursuant to order of a court, income and expense information provided to the Assessor under §70.47(7)(af), Wis. Stats., unless a court determines that it is inaccurate, is, per §70.47(7)(af), not subject to the right of inspection and copying under §19.35(1), Wis. Stats.

**1.57 PUBLIC RECORDS, DESTRUCTION OF.** (1) FINANCIAL RECORDS. A City officer may destroy the following non-utility records of which he is the legal custodian and which are considered obsolete after completion of an audit by State auditors or an auditor licensed under Ch. 442, Wis. Stats., but not less than 7 years after payment or receipt of any sum involved in the particular transaction unless a shorter period has been fixed or will, in the future, be fixed by the committee on public records, pursuant to §16.61(3)(e), Wis. Stats., and then after such shorter period:

- (a) Bank statements, deposit books, slips and stubs.
- (b) Bonds and coupons after maturity.
- (c) Cancelled checks, duplicates and check stubs.
- (d) License and permit applications, stubs and duplicates.
- (e) Payrolls and other time and employment records of personnel included under the Wisconsin Retirement Fund.
- (f) Receipt forms.
- (g) Special assessment records.
- (h) Vouchers, requisitions, purchase orders and all other supporting documents pertaining thereto.

(2) UTILITY RECORDS. City officers may destroy the following utility records of which they are the legal custodians and which are considered obsolete after completion of any required audit by the Bureau of Municipal Audit or an auditor licensed under Ch. 442, Wis. Stats., subject to State Public Service Commission regulations, but not less than 7 years after the record was effective unless a shorter period has been fixed by the State Public Records Board pursuant to §16.61(3)(e), Wis. Stats., and then after such a shorter period, except that water stubs, receipts of current billings and customers' ledgers may be destroyed after 2 years:

- (a) Water, sewer, electrical stubs and receipts of current billings.
- (b) Customers' ledgers.
- (c) Vouchers and supporting documents pertaining to charges not included in plant accounts.
- (d) Other utility records after 7 years with the written approval of the State Public Service Commission.

(3) OTHER RECORDS. Any City officer may destroy the following records of which he is the legal custodian and which are considered obsolete, but not less than 7 years after the record  
**GENERAL GOVERNMENT 1.57(3)**

was effective, unless another period has been set by Statute, or by the State Public Records Board pursuant to §16.61(3)(e), Wis. Stats., and then after such a shorter period:

- (a) Assessment rolls and related records, including Board of Review minutes.
- (b) Contracts and papers relating thereto. Correspondence and communications.
- (c) Financial reports other than annual financial reports.
- (d) Insurance policies.
- (e) Oaths of office.
- (f) Reports of boards, commissions, committees and officials duplicated in the Council minutes. Resolutions and petitions.
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(4) NOTICE REQUIRED. Unless notice is waived by the State Historical Society, at least 60 days' notice shall be given the State Historical Society prior to the destruction of any record as provided in §19.21(4)(a), Wis. Stats.

(5) TAPE RECORDINGS. Any tape recording of a governmental meeting of the City may be destroyed, erased or reused no sooner than 90 days after the minutes of the meeting have been approved and published if the purpose of the recording was to make minutes of the meeting.

(6) LIMITATION. This section shall not be construed to authorize the destruction of any public record after a period less than prescribed by statute or State administrative regulations.

(7) PRESERVATION THROUGH MICROFILM. Any City officer or the head of any department or division of City government may keep and preserve public records in his possession by means of microfilm or other photographic reproduction method. Such records shall meet the standards for photographic reproduction set forth in §16.61(7)(a) and (b), Wis. Stats., and shall be considered original records for all purposes. Such records shall be preserved along with other files of the department or division and shall be open to public inspection and copying according to the provisions of State law and this Code.

**Agreement Between**  
**The City of Black River Falls**  
**and**  
**The Black River Falls Area Emergency Medical Service**  
**International Association of Fire Fighters, AFL-CIO Local 5549**

**January 1, 2026 through December 31, 2027**

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## **PREAMBLE**

This Agreement made and entered into at Black River Falls, Wisconsin according to the provisions of Section 111.70, Wisconsin Statutes, by and between the City of Black River Falls, a Municipal Employer, hereinafter called the "Employer," and the Black River Falls Area Emergency Medical Service / International Association of Fire Fighters, AFL-CIO, Local 5549, hereinafter called the "Union."

Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and entering into an Agreement covering rates of pay, hours of work and conditions of employment.

## **ARTICLE 1 EMPLOYER RIGHTS**

**1.1 Employer Authority.** Nothing in this Agreement shall be construed as delegating to others the authority vested in the Employer, a municipal corporation, in the State of Wisconsin, and its duly elected and appointed officers, or in any way abridging or reducing the authority of the Employer, said elected or appointed officers, or infringing upon the responsibility thereof to the people of the Black River Falls area service district except as expressly modified by this Agreement.

**1.2 Management Rights.** Except as expressly modified by this Agreement, the Employer retains the sole right and authority to operate and direct the affairs of the Employer, including all rights and authority exercised by the Employer prior to the execution of this Agreement. Said rights include, but are not limited to:

- (a) To manage and direct the employees of the Employer, to make assignments of work and work location, to determine the size and composition of the work force, and to determine the work to be performed by the work force and each employee;
- (b) To hire, promote, transfer, classify or lay off employees;
- (c) To suspend, demote, discharge or take other disciplinary actions against employees for just cause;
- (d) To determine its business practices and policies and to plan, direct and control operations;
- (e) To set the standards of service and protection to be offered to the citizens;

- (f) To determine the amount and quality of the work and services needed, by whom it shall be performed and the location where such work and services shall be performed;
- (g) To determine to what extent any process, service or activities of any nature whatsoever shall be added or modified;
- (h) To introduce new or improved methods, tools, equipment or facilities, or to change existing methods, tools, equipment and facilities;
- (i) To establish, alter, and schedule the number and types of shifts, hours of work, work schedules, methods and processes of administering such, and to determine the assignment and allocation of duties in a reasonable manner;
- (j) To select, alter, and determine the number and types of employees required;
- (k) To assign work to such employees in accordance with the requirements determined by the Employer and to make, modify and enforce reasonable rules and regulations in accordance with the provisions of this Agreement;
- (l) To contract or subcontract for matters relating to its operations provided regular full-time employees are not laid off;
- (m) To utilize volunteers, part-time, limited term, and casual employees in the manner as determined by the Employer provided regular full-time employees are not laid off;
- (n) To establish and conduct performance standards and evaluate employee qualifications, competence and performance;
- (o) To take whatever action is necessary to carry out the functions of the EMS Department in situations of emergency;

The Employer's exercise of the foregoing functions shall be limited only by the express provisions of this Agreement and the Employer has all the rights which it had at common law except those expressly bargained away in this Agreement.

## **ARTICLE 2 PROHIBITION OF STRIKES**

The Employer agrees that there will be no lockout during the term(s) of this Agreement. The Union agrees that there will not be any complete or partial strikes, sympathy strikes, picketing, refusals to cross any picket lines, slowdowns, work stoppages, secondary boycotts or other

cessations of work, economic or otherwise, during the term(s) of this Agreement. Participation by any employee in any of the foregoing activities, whether or not sanctioned by the Union, shall be cause for discipline, including immediate discharge. Such discipline or discharge shall not be subject to review under the grievance and arbitration provisions of the Agreement.

### **ARTICLE 3 THE UNION**

**3.1 Recognition.** The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular full-time Emergency Medical Technicians (EMT, all levels of State of WI certification), excluding the rank of Fire Chief, Emergency Medical Services (EMS) Coordinator, part-time, limited term, paid-on-call, volunteer, fire officers, and other managerial/supervisory EMS and/or fire department employees. The Employer agrees not to enter into any other agreement, written or verbal, which usurps the Union's representative function.

**3.2 Union Membership.** No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's Constitution and By-laws. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally.

**3.3 Dues Deduction.** Upon receipt of a voluntary written individual authorization from any of its employees covered by this Agreement on a form provided by the Union, the Employer will deduct from the pay due such employee, those dues required as the employee's membership dues in the Union. Such authorizations shall be effective only as to the membership dues required after the date of delivery of such authorizations to the Employer. Deductions shall be made from the employee's pay in the second pay period of each month in which they have sufficient earnings to cover the same deductions for taxes, insurance, retirement and other deductions. In the event that an employee does not have sufficient earnings due them during the pay period when the dues are normally withheld to equal or exceed the amount of the certified deduction, no dues shall be withheld and the Employer shall have no obligation to subsequently withhold dues that may have been due for that period.

Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union. New authorizations must be submitted as indicated above by employees returning after a leave of absence without pay in excess of twelve (12) months. Upon receiving an invoice from the Union, the City shall remit all dues collected from members to the Union's Secretary-Treasurer no later than the last day of the month following the month in which the deductions were made. Changes in the amount of dues to be deducted shall be certified by the Union in writing to the Employer thirty (30) days before the effective date of the change.

**3.4 Indemnification.** The Union does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court

costs, damages, and any attorney fees awarded against the Employer, that may arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provisions of this article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this Article.

**3.5 Union Activities.** An authorized representative of the Union shall have access to the Employer's facility for the purpose of conferring with the Employer, individual members of the bargaining unit or a Local Steward or Union officer for the purpose of administering this Agreement. The authorized representative shall notify and obtain approval of the Fire Chief or designee for such visits in advance. Visits shall be limited to no more than four (4) per month and further limited to one (1) hour in length unless permission for a longer duration is approved by the Fire Chief or designee. Notification and approval requirements described herein do not apply to meetings which directly involve the Fire Chief or designee and where such meetings have been mutually arranged between the authorized representative of the Union and the Fire Chief or designee. The Union representative shall not interfere with work.

Except as approved above, the Union agrees to conduct its business off the job. This Article shall not operate as to prevent a Local Steward from the proper processing of any grievance in accordance with the procedure outlined in this Agreement or to prevent certain routine business such as posting of Union notices and bulletins. Time spent in conducting business described in this Section shall not be deducted from pay, provided no more working time than is necessary is utilized.

**3.6 Union Representation.** All bargaining unit members retain the right of Union representation, upon request, whenever the Employer confers with an employee on any matter concerning discipline of that employee or on any matters in which disciplinary action involving that member may result.

**3.7 Communication with the Union.** When a general communication is issued to the members of the Department, bargaining unit members shall be responsible for providing a copy to the Union.

**3.8 Union Negotiators.** The Union shall advise the Employer and the Fire Chief, in writing, of its duly chosen representative from the bargaining unit for the purpose of conducting negotiations with respect to wages, hours, and conditions of employment. Said representative will not be paid for attendance at negotiation sessions unless said sessions are conducted during the representative's scheduled work hours; with the understanding that if such sessions are conducted during the representative's scheduled work hours, emergency duties which may arise will take precedence.

**3.9 Bulletin Board and Union Postings.** The Employer shall provide suitable space on a bulletin board for use by the Union. All postings on the bulletin board must be posted by an officer or member of the Union and shall be limited to the following:

- A. Notices of Union recreational and social affairs;
- B. Notices of Union meetings;
- C. Notices of Union appointments;
- D. Notices of Union elections;
- E. Results of Union elections;
- F. Reports of committees of the Union;
- G. Rulings or policies issued by the International Union or other related labor organizations with which the Union is affiliated;
- H. Judicial or quasi-judicial decisions (e.g. information affecting members of the bargaining unit such as the results of fact-finding, grievances, etc.);
- I. Any other material authorized and approved by the Fire Chief or designee and an officer of the Union.

Notices and announcements shall not contain anything political or controversial, or anything reflecting negatively upon the Employer, any of its employees or officers, or any labor organization among its employees. No material, notices or announcements which violate the provisions of this section shall be posted. Notices and announcements shall be approved by a Union officer. In the event any material, notices or postings violate the terms of this section, the Employer may remove such offending document(s) after first providing the Union with a twenty-four (24) hour period to do so.

**3.10 Voting in Union Elections and Contract Ratification.** If work schedules do not allow Union members to vote in a Union election or contract ratification during off-duty time, a reasonable amount of time as determined by the Fire Chief or designee will be allowed to those Union members to vote while on duty.

## **ARTICLE 4 SENIORITY**

**4.1 Definition.** Seniority shall accrue from the employee's most recent beginning date of employment with the Employer. Employees approved for hiring on the same date by action of the Employer shall be ranked in seniority by use of a double-blind drawing of numbers from a hat. **ROUND ONE** – each employee's name shall be placed in a hat, and a neutral third party agreeable to all new employees shall blindly select one name at a time from the hat to determine the order in which the employees will draw numbers from the hat during round two. **ROUND TWO:** Numbers shall be placed in the hat equivalent to the number of employees drawing. The employees shall be ranked according to their number drawn with the lowest number representing the highest ranking in seniority and so on to the highest number representing the lowest ranking in seniority among those employees. (The Current employees shall be credited with all seniority accrued since their date(s) of hire with the Employer. Employees with greater than one (1) year of service with the Employer, at the time of execution of this agreement, shall not be subject to the probationary period as described in Section 4.2)

**4.2 Probationary Period.** All newly hired employees shall be subject to a probationary period of one (1) year, commencing on the first date of employment (referred to herein as Employment Date). The probationary period may be extended for a period of up to three (3) months in the sole discretion of the Employer with written notice of the extension given to the employee and the Union. The probationary period may be extended for an equivalent time period that a probationary employee is absent from scheduled work for leaves of absence or Workers Compensation leave beyond thirty (30) days. (Upon execution of this Agreement, all current employees shall be granted seniority status from their original dates of full-time hire. The one year probationary period, if applicable, shall be shortened by the number of days of employment from the original date of hire to the execution of this Agreement.)

During the probationary period, the employee shall have no seniority rights. Upon successful completion of the probationary period, the employee's seniority shall be retroactive to the employee's date of hire.

**4.3 Termination of Seniority.** An employee's seniority shall be terminated for any of the following reasons:

- A. If the employee quits;
- B. If the employee is discharged for just cause;
- C. If the employee is laid off for a period equal to two (2) years;
- D. If the employee is laid off and fails to notify the Employer of his/her intention to return to work within fourteen (14) days after notice of recall is received, by certified mail, at the employee's last known address;
- E. If the employee is absent from employment for three (3) consecutive working days without notice to the Employer, unless unable to do so because of a compelling reason(s). (This in no way limits the Employer's right to discipline or discharge an employee for unexcused absence from work.);
- F. If the employee retires;
- G. If the employee fails to return to work upon the expiration of an approved leave of absence, unless unable to do so because of a compelling reason(s). (This in no way limits the Employer's right to discipline or discharge an employee for unexcused absence from work.);
- H. If the employee is transferred or promoted to a non-bargaining unit position with the Employer without returning to the bargaining unit within one (1) year.

**4.4 Break in Seniority.** If an employee is transferred, appointed, or promoted to a non-bargaining unit position with the Employer and returns to a bargaining unit position within one (1) year, the employee shall retain all previously accrued seniority within the bargaining unit. If an employee returns to a bargaining unit position from a non-bargaining unit position beyond one (1) year, all previous bargaining unit seniority shall be lost. The loss of seniority shall not negatively affect an employee's benefits earned based on years of service.

**4.5 Medical Leave.** Any non-probationary employee who is removed from pay status for medical reasons, shall not have their seniority affected, provided the absence does not exceed one hundred eighty (180) calendar days. If an employee remains on unpaid status beyond one hundred eighty (180) calendar days, seniority shall be affected beginning with the one hundred eighty-first (181st) day.

**4.6 Seniority List.** Upon request by the Union, the Employer agrees to provide the Union with a current seniority list, not more than once per year.

**4.7 Layoff and Recall.** The name(s) of an employee on layoff shall be placed on an eligibility for re-employment list for a period of two (2) years after the day of lay off. If any vacancy occurs or new positions are created, such vacancies or new positions shall be filled by recalling the persons on the eligibility list in the reverse order of their dismissal. Any person recalled shall be credited with previously accrued seniority.

The Employer agrees to notify the Union in writing of any lay off and recall notices.

## **ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURE**

**5.1 Grievance.** A grievance is defined as a controversy between the Union and the Employer or, between any employee or group of employees and the Employer as to:

- (1) Any matter involving the interpretation or application of this Agreement;
- (2) Any matter involving an alleged violation of this Agreement in which an employee or group of employees or the Union maintains that any of their rights or privileges have been impaired.

**5.2 Procedure.** Grievances, except as noted in Article 6 WORK RULES, shall be processed in the following manner (It is understood that an employee may discuss a grievance with the EMS Coordinator prior to the filing of a written grievance, but such discussion shall not be considered a formal step in the grievance procedure):

**Step 1.** A grievance shall be filed by an employee(s) or the Union within fourteen (14) calendar days of the alleged violation or knowledge thereof by submitting such grievance in writing to the EMS Coordinator. All grievances submitted must contain a full and detailed statement of the issue(s)/event(s) giving rise to the grievance, including names and dates, together with the express provision(s) of the Agreement alleged to have been violated, and the remedy sought. The EMS Coordinator shall schedule a meeting with the grievant and a Union representative which shall be held within fourteen (14) calendar days of receipt of the written grievance. Failure of the grievant to attend the meeting shall result in dismissal of the grievance with no right of appeal. The EMS Coordinator shall issue a written decision to the grievance within fourteen (14) calendar days of the meeting with the grievant, stating specific reasons for the decision. The EMS Coordinator shall serve a written copy of the decision to the grievant and the Union.

**Step 2.** If the grievant(s) or the Union feels the grievance is not satisfactorily adjusted or otherwise settled as provided in Step 1, the grievant(s) or the Union shall have fourteen (14) calendar days following receipt of the written answer or due date thereof to appeal the decision of the EMS Coordinator by submitting a written appeal, to the Fire Chief specifying the grounds for the disagreement with the decision of the EMS Coordinator. The Fire Chief shall conduct an independent investigation of the facts of the case, interviewing the grievant(s), the EMS Coordinator, and any other persons deemed appropriate, and making any other inquiries and conducting any research deemed necessary. Within fourteen (14) calendar days of receipt of the appeal, the Fire Chief shall issue written findings of fact and a recommendation to sustain or modify the decision of the EMS Coordinator and stating reasons for the recommendation. The Fire Chief shall serve a written copy of the decision to the grievant(s) and the Union.

**Step 3.** If the grievant(s) or the Union feels the grievance is not satisfactorily adjusted or otherwise settled as provided in Step 2, the grievant(s) or the Union shall have fourteen (14) calendar days following receipt of the written answer or due date thereof to appeal the decision of the Fire Chief by submitting a written appeal, to the City Administrator specifying the grounds for the disagreement with the decision of the Fire Chief. The City Administrator shall conduct an independent investigation of the facts of the case, interviewing the grievant(s), the EMS Coordinator, the Fire Chief, and any other persons deemed appropriate, and making any other inquiries and conducting any research deemed necessary. Within fourteen (14) calendar days of receipt of the appeal, the City Administrator shall issue written findings of fact and a recommendation to sustain or modify the decision of the Fire Chief and stating reasons for the recommendation. The City Administrator shall serve a written copy of the decision to the grievant(s) and the Union.

**Step 4.** If the Union feels the grievance is not satisfactorily adjusted or otherwise settled as provided in Step 3, the Union shall have fourteen (14) calendar days to submit a **Petition to Initiate Grievance Arbitration** to the Wisconsin Employment Relations Commission (WERC) requesting a panel of three (3) arbitrators from the WERC staff. A representative for the Employer and a representative for the Union shall, within seven (7) calendar days of receipt of

the panel, alternately strike names from the panel until one (1) name remains who shall serve as the arbitrator. The determination of who strikes the first name shall be determined by a coin flip with the winner of the coin flip deciding which party shall strike first.

**5.3 Time Limitations.** Grievances not timely filed or submitted for arbitration as provided above shall be barred even though the parties may continue to discuss said grievances. The time limits set forth in this Article may be extended by mutual agreement in writing. Failure of the Union to abide by such time limits or any extension thereof shall cause the grievance to be barred. Grievances not processed by the Employer or its representative(s) within the prescribed time limits or any extension thereof shall proceed automatically to the next step.

**5.4 Payment for Fees and Expenses.** The fees and expenses for filing with the WERC, the arbitrator and a transcript of the hearing, if any, shall be borne equally by the parties. Each party shall bear the cost of its own witnesses, exhibits and counsel. When an employee is called and/or subpoenaed by either party in an arbitration case, that employee will appear without loss of pay if he/she attends during regularly scheduled working hours.

**5.5 Arbitrator's Authority.** It is agreed that the decision or award of any arbitrator shall be final and binding upon the parties as provided herein. The authority of the arbitrator shall be limited to determining questions arising under this Agreement. The arbitrator shall not legislate and shall have no authority to modify any of the terms of this Agreement or to change existing wage rates or to establish a new wage rate.

## **ARTICLE 6 WORK RULES AND POLICIES**

**6.1** Prior to the implementation of any new work rules or policies, the Employer will provide members of the bargaining unit with a copy of the new rules or policies for a period of fourteen (14) calendar days for review and discussion.

**6.2** Employer work rules and policies not covered by this Agreement, insofar as they do not conflict with and are not inconsistent with the provisions of this Agreement, and as may be amended, shall be deemed incorporated herein. In the event of any conflict or inconsistency between the provisions of this Agreement and Employer work rules and policies, now or in the future, the provisions of this Agreement shall control and prevail.

**6.3** Any dispute with respect to work rules or policies shall not be subject to arbitration of any kind, but any dispute with respect to the reasonableness of the application of said work rules and policies may be subject to the grievance and arbitration procedure as set forth in this Agreement.

**ARTICLE 7**  
**HOURS OF WORK AND OVERTIME**

**7.1 Work Week.** The work week begins at 0800 hours on Sunday and ends at 0759 hours the following Sunday.

**7.2 Work Shift.** A work shift shall consist of twenty-four (24) hours beginning at 0800 hours and ending at 0759 hours the following day.

**7.3 24 Hour Work Shift Schedule.** The twenty-four (24) hour work shift schedule shall be a continuous rotation of twenty-four (24) hours on-duty, twenty-four (24) hours off-duty, twenty-four (24) hours on-duty, twenty-four (24) hours off-duty, twenty-four (24) hours on-duty, ninety-six (96) hours off-duty. The schedule may be modified by mutual agreement between the Employer and the Union.

**8 Hour Work Shift Schedule.** The eight hour work shift schedule shall be 0700 hours to 1500 hours Monday through Friday. The schedule may be modified by mutual agreement between the Employer and the Union.

**7.4 Work Day.** Within the twenty-four (24) hour work shift, employees will generally perform the bulk of non-emergency duties between the hours of 0800 and 1700. Shift work employees shall be allowed sixty (60) minutes of paid break time throughout this time period. The sixty (60) minutes may be taken at the employee's discretion so long as it doesn't interfere with critical department needs and the employee maintains readiness and responds to any emergency calls in accordance with the Department SOGs. Break time may not be used to shorten the 1700 hour end of the work day without the approval of the Fire Chief or designee. The remainder of the work shift will generally be spent as standby duty with the hours of 2200 through 0759 the following day considered rest time. Employees working on weekends and holidays, as designated in Article 9, after completing necessary duties (eg: ensuring rigs are ready to respond, station cleaning, scheduled in-house trainings, etc.) shall generally be on standby duty for the work shift so long as it doesn't interfere with critical department needs and the employee maintains readiness and responds to any emergency calls in accordance with the Department SOGs.

**7.5 Overtime.** All employees are eligible for overtime. Overtime shall be defined as hours worked in excess of forty (40) hours in any one (1) work week. Due to the nature of the twenty-four (24) hour shift schedule described in Section 7.2, the employee's work week will average fifty-six (56) hours. Forty (40) hours shall be paid at the straight time hourly rate and sixteen (16) hours will be paid at the overtime rate of one and one-half (1-½) times the straight time hourly rate. All paid time off shall count as hours worked towards the calculation of overtime related to the designated shift schedule. Any hours worked outside of the employee's designated shift schedule shall, at the employee's option, be paid at one and one-half (1-½) times the employee's straight time hourly rate of pay.

All overtime work outside of an employee's designated shift schedule, other than calls for service that originate prior to shift end, must be pre-authorized by the Fire Chief or designee. Employees shall not work overtime on their own or without the proper authorization of the Fire Chief or designee.

All off-duty Shift-Work employees who are called in to work outside of the normal hours of their designated shift schedule shall receive a minimum of one (1) hour of pay at one and one-half (1-½) times their straight time hourly rate. The one (1) hour minimum provision shall apply to an early call in to duty but does not apply to the extension of the employee's regular shift if the extension is due to the employee attending to a call for service including the completion of necessary reporting, ambulance cleaning/restocking, and transfer of information to the next shift on-duty crew. Additionally, recall during the initial one (1) hour minimum shall not constitute another one (1) hour minimum. This paragraph does not apply to any mutually agreed-upon change in an employee's work schedule.

**7.6 Calculation of Overtime.** Time worked shall be calculated in increments of eight (8) minutes (0.25 hours). Any portion of an eight (8) minute increment shall be paid as a full eight (8) minute increment.

**7.7 Exchange of Scheduled Work Shifts.** Employees may exchange scheduled shifts, full or partial, with one another consistent with Employer policy. The exchange of work shifts shall occur only for the convenience of the members and not for the avoidance of overtime by the Employer. No employee shall suffer a reduction in the calculation of overtime due for regularly scheduled work shifts as the result of an exchange of work shifts. No employee shall make a claim for additional compensation in the calculation of overtime due as the result of an exchange of work shifts. All exchanges of work shifts, full or partial, must be approved by the Fire Chief or designee. Employees are solely responsible for tracking and/or resolving any disputes that may arise as a result of authorized exchanges.

**7.8 Court Time Pay.** Employees who are subpoenaed and report outside regularly scheduled hours to give testimony in civil, criminal or disciplinary proceedings arising from their employment shall receive not less than two (2) hours compensation in accordance with Sections 7.5 and 7.6 above, plus mileage and parking expenses incurred. If an employee is subpoenaed for purposes as stated above and is required to report during regularly scheduled hours, the employee shall be released from duty for the period of time, including travel, required to do so, without loss of pay. When released from duty, the employee shall pay any witness fees received to the Employer. If an employee is subpoenaed and required to report to testify in a matter not directly related to employment with the Employer during regularly scheduled hours, the employee will provide notice and proof of the need to be released from duty. The employee may take available Vacation or Holiday time, at their discretion, to cover the absence from their regularly scheduled hours in order to avoid loss of pay.

**7.9 Open Shift Fill-in.** Open shift(s) created by the full-time employees through the use of Employer approved paid time off, schooling, training, schedule flexing, FMLA, etc., may be filled by employees, full-time or part-time, by signing up for the open shift(s). Full-time employees filling in open shifts shall be paid in accordance with Sections 7.5 and 7.6 above.

**ARTICLE 8  
WAGES AND PENSION**

**8.1 Wage Plan.** Compensation for 24-Hour Shift employees shall be at Level 3 for 2026 and at Level 4 for 2027 and any subsequent years in accordance with the wage schedule designated in Appendix A. Compensation for 8-Hour Shift employees shall be at Level 2 for 2026 and Level 3 for 2027 and any subsequent years in accordance with the wage schedule designated in Appendix B.

**8.2 Pay Periods.** Pay periods for twenty-four (24) hour shift employees shall begin on Sunday at 0800 and end two weeks later on Sunday at 0759. Pay periods for eight (8) hour shift employees shall begin on Sunday at 1200 and end two weeks later on Saturday at 1159. Employees will be paid bi-weekly by direct deposit to the financial institution of their choice on the Friday after the end of each pay period unless it happens to be a holiday, in which case the direct deposit will occur on the day before the holiday.

**8.3 Recording Hours of Work.** Each employee shall accurately and correctly record the hours worked by the employee during the pay period on a form provided by the Fire Chief. The recording of hours worked shall be submitted bi-weekly to the Fire Chief or designee by 12:00 p.m. on the first Monday following the end of a pay period.

**8.4 Pension.** All bargaining unit employees shall participate in the Wisconsin Retirement System (WRS) in the classification of **Protective Service with Social Security**. Employees shall pay the employee required contribution to the WRS and the Employer shall pay the employer required contribution to the WRS.

**8.5 Deferred Compensation.** Employees shall be afforded the option of entering into a deferred compensation program governed by the Internal Revenue Service Code 457.

**ARTICLE 9  
HOLIDAYS**

**9.1 Designated Holidays.** The following holidays shall be designated as holidays for the purposes of receiving holiday pay:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day

Independence Day  
Labor Day

Christmas Day

Twenty-four (24) hour shift employees who begin their shift on a designated holiday shall, in addition to their regular pay, receive holiday pay of one-half (½) hour of straight time pay for each hour worked during the entirety of the twenty-four (24) hour shift. For purposes of calculating holiday pay, the holiday shall begin at 0800 on the day of the holiday and end at 0759 the following day.

Eight (8) hour shift employees shall receive the holiday off with pay if it falls on a scheduled work day. When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

In order to receive pay for an observed holiday, an eligible employee must not have been absent without approved paid leave either on the work day before or work day after the holiday.

**9.2 Personal Leave.** All twenty-four (24) hour shift work employees, except new employees in their first year of employment, shall be granted one hundred eight (108) hours of personal leave on January 1st of each calendar year. New employees beginning employment after January 1st shall be granted nine (9) hours of personal leave for each month, full or partial, of employment between their first day of employment and the end of the calendar year. Personal leave shall be scheduled as designated in Article 10, Section 10.2. At no time will unused personal leave be eligible to roll over to a subsequent year. Personal leave hours that remain unused at the end of the calendar year will be paid out to the employee on the last pay period in December at the hourly rate in effect at the time of payout. An employee who leaves employment prior to the end of a calendar year shall be paid out for unused personal leave at the rate of nine (9) hours for each month worked, full or partial. If the employee has used a greater number of hours of personal leave than would be earned at said rate, the excess number of personal leave hours used, times the employee's straight time hourly rate of pay in effect on the last day of employment, shall be deducted from the employee's final pay.

## ARTICLE 10 VACATION LEAVE

**10.1 Vacation Leave.** Twenty-four (24) hour shift employees shall earn and accrue vacation leave at the following rates:

Years of Service	Hours Accrued Bi-weekly	Maximum Hours Per Year
1	2.16 hours	56 hours
2 through 7	4.31 hours	112 hours
8 through 14	6.47 hours	168 hours
15 and up	8.62 hours	224 hours

The current eight (8) hour shift employee shall earn and accrue vacation leave at the following rates:

Years of Service	Hours Accrued Bi-weekly	Maximum Hours Per Year
1	1.54 hours	40 hours
2 through 7	3.08 hours	80 hours
8 through 14	4.62 hours	120 hours
15 and beyond	6.16 hours	160 hours

(Upon execution of this Agreement, all current employees shall be granted length of service credit from their original date(s) of full-time hire. The applicable vacation leave earning rate shall begin with the first full pay period following execution of this Agreement.)

**10.2 Scheduling of Vacation/Holiday Leave.** Twenty-four (24) hour shift employees shall request leave as far in advance as an employee knows of the date(s) desired to use leave so that the open shift(s) created can be filled by other employees. (Once the open shift created is filled, the employee's request for leave may be approved by the Fire Chief or designee.) An employee may cancel and reschedule approved leave only if the employee who has signed up to fill the shift agrees and the cancellation and rescheduling is approved by the Fire Chief or designee. Eight (8) hour shift employees shall coordinate vacation leave with the Fire Chief or designee.

**10.3 Carry-over of Unused Vacation Leave.** Twenty-four (24) hour shift employees shall be allowed to carry-over up to one hundred sixty-eight (168) hours of unused vacation into their next anniversary year. Eight (8) hour shift employees shall be allowed to carry-over one hundred twenty (120) hours of unused vacation into their next anniversary year. Any hours in excess of the one hundred sixty-eight (168) hour or one hundred twenty (120) hour maximums will be removed from the employee's balance and there will be no compensation for these unused hours.

**10.4 Payout of Unused Vacation Leave.** Employees terminating voluntarily or involuntarily will receive all vacation credit earned as of the date of termination. All earned vacation of an employee who dies while employed by the City shall be paid to the spouse or estate of said employee.

## **ARTICLE 11 SICK LEAVE**

**11.1 Accrual of Sick Leave.** Twenty-four hour shift employees shall earn sick leave hours at the rate of twenty-four (24) hours per month and shall accrue unused sick leave to a total of one thousand nine hundred sixty (1960) hours. Eight hour shift employees shall earn sick leave hours at the rate of eight (8) hours per month and shall accrue unused sick leave to a total of fourteen hundred (1400) hours.

(All sick leave accrued prior to the execution of this Agreement shall be retained by the employees.)

**11.2 Use of Sick Leave.** Sick leave shall be granted for the following reasons: illness or disability of the employee or a member of the employee's immediate family requiring the employee's personal care and/or attention; legal quarantine of the employee or immediate family; to keep a doctor or dentist appointment; medical or dental appointments of the employee's immediate family when other arrangements are not possible; or in conjunction with funeral leave and Worker's Compensation. Sick leave shall be used in increments of not less than one half (½) hour.

**11.3 Notification.** In order to be granted sick leave with pay, the employee must notify or cause the Fire Chief or designee to be notified no less than one (1) hour prior to the start of their work shift.

**11.4 Extended Sick Leave Usage.** An employee who knows in advance that the use of sick leave will exceed three (3) scheduled work shifts shall be required to notify the Fire Chief or designee of their medical status once per week during the extended absence. Upon returning to work, the employee may be required to provide confirmation from a health care provider that the employee is medically able to return to work. While an employee is on paid sick leave of any duration, the accrual of all benefits shall continue during the period of convalescence.

**11.5 Abuse of Sick Leave.** The Employer has the right to investigate absences due to sick leave when an employee has used sick leave on more than three (3) work shifts in a calendar year without providing medical verification for the absences, and may require a medical certificate or other appropriate verification of the use of any sick leave thereafter within the same calendar year. An employee found to be abusing sick leave is subject to discipline. Employees on sick leave shall not work in any outside employment without prior approval of the Chief or designee.

**11.6 Payout of Sick Leave.** Employees who resign, retire, or are severed from employment due to job related permanent disability, or die, and have worked for the City of Black River Falls for a minimum of twenty (20) years, and are leaving employment on good terms, shall be eligible for unused sick leave payout up to a maximum of 160 hours at their straight time rate of pay in effect at the time of separation.

**11.7 Reinstatement of Sick Leave.** When an employee is laid off and is reinstated to the same or similar position within twenty-four months, any sick leave accumulation available at the date of the initial layoff shall be reinstated after the employee has completed six (6) months of continuous service.

**ARTICLE 12  
CIVIL LEAVE**

Any employee shall be given necessary time off without loss of pay when performing jury duty, appearance legally required as a witness on Employer matters, attendance in court resulting from official duties, and performing emergency civilian duty in connection with national defense, upon receipt of proof (subpoena, etc.). In case of an employee performing jury duty, all fees received (other than meal or travel allowance) shall be returned to the Employer. Employees who are dismissed from such duty shall return to their jobs to complete the regular work day if one-half or more of the work day remains.

**ARTICLE 13  
LEAVE OF ABSENCE WITHOUT PAY**

**13.1 Request for Leave.** Employees who need personal or medical leave for a reason that does not qualify as FMLA leave or who have exhausted any available FMLA benefits may be granted an unpaid leave of absence not to exceed one (1) year (with the exception of military leave) when it is in the interest of the Employer to do so or as required by law. A request for a leave of absence under this section must be made as far in advance as possible and must be in writing by the employee. The written request must contain the reason(s) why the employee needs a leave of absence and the date the employee intends to return to work. All requests must be made to the Fire Chief or designee, who may grant or deny the request at their sole discretion. Approved leave without pay shall not constitute a break in service.

**13.2 Return to Work.** Upon being reinstated, the employee will not have to serve a probationary period but will be reinstated to the same position in which the employee was at the time the leave of absence was granted. Employees shall return at the wage of the position they left and shall be entitled to any increase as provided for in this Agreement. Employees shall not have their wages decreased. The Employer has the right to send an employee to a physician of its choice prior to an employee returning to work. The Employer shall pay for the cost of the physician visit when requiring an employee to see an Employer chosen physician.

**13.3 Outside Employment.** Employees on unpaid leave shall not work in any outside employment during leave.

**13.4 Medical Verification.** An employee requesting a leave for medical reasons may be required to submit satisfactory medical evidence of the need for the leave. Prior to returning from a medical leave of absence, the employee shall be required to submit verification from the employee's health care provider of the employee's ability to return to work. The Employer has the right to send an employee to a physician of its choice prior to an employee returning to work. The Employer shall pay for the cost of the physician visit when requiring an employee to see an Employer chosen physician.

**13.5 Interrupted Benefits.** Sick leave and vacation will not be accumulated during such leave and all employee benefits will be frozen at the beginning of the leave. Where the leave of absence begins after a scheduled insurance premium payment, the Employer will not go back and recoup the premium payment, but thereafter, the employee shall have the option of carrying the employee insurance benefits on an individual cost basis at the employee's expense.

**13.6 Limitations.** In no case shall a leave of absence be granted for the purpose of accepting other employment or self employment.

#### **ARTICLE 14 LATERAL HIRES**

This lateral hire policy creates an opportunity for the Employer to attract top candidates in a competitive employment market. This policy shall not infringe in any way on the role of the Employer in the hiring process or on the Fire Chief's, or designee's, discretion to apply wages and vacation accruals to lateral hires in a manner commensurate with their prior experience in the fire/EMS field. However, the input of Local 5549's executive board may be considered without any binding effect, during a lateral hire process. Seniority of current employees shall not be affected by lateral hires.

Lateral hires will be required to have at least the same qualifications and to follow the same hiring process required of all other candidates, including, but not limited to: application, staff interview, background check, and conditional offer evaluation.

The Fire Chief, or designee, shall evaluate lateral hires for previous service to determine appropriate placement on the wage and vacation schedules.

Despite potential higher wages and vacation allotments, lateral hires will be placed on the seniority schedule based solely on their date of hire by the Employer.

All lateral hires under this Article shall be subject to the probationary period for new hires as set forth in Article 4 of this Agreement.

#### **ARTICLE 15 WORKERS COMPENSATION**

**15.1 Work Related Illness or Injury.** A work-related injury or illness shall be governed by the Wisconsin's Worker's Compensation Act.

**15.2 Reporting Illness or Injury.** Employees shall, as soon as possible, report the illness or injury to the Fire Chief or designee. This step must be taken regardless of the severity of the illness or injury.

**15.3 Seek Medical Attention as Necessary.** If the illness or injury requires medical attention other than first aide, the employee's treating physician must provide written detail outlining the conditions under which the employee may return to work and the estimated date of return to

work. The employee may be subject to evaluation by a physician chosen by the Employer prior to being returned to work.

**15.4 Illness/Injury Report.** The employee shall complete any required Employer reporting forms and shall keep the Employer apprised of their condition on a weekly basis during any longer term absence from work.

**15.5 Compensation.** Employees who miss work due to a workplace illness or injury may use any accrued paid leave hours for any days out of work that are not immediately reimbursed by the Employer's workers compensation insurance carrier. Once the Employer's workers compensation insurance carrier benefits are active, the employee may use any accrued paid leave hours to supplement the workers compensation benefit up to the employee's regular net level of compensation. Any accrued paid leave hours used that were not immediately reimbursed by the workers compensation insurance carrier but subsequently qualify as covered by workers compensation shall be credited to the employee's paid leave accruals.

## **ARTICLE 16 INSURANCE**

**16.1 Health Insurance.** On the effective date of this Agreement, the Employer agrees to provide health insurance and the Employer shall pay ninety-five percent (95%) and the employee five percent (5%) of the premium. The Employer shall maintain a Section 125 plan for those members of the bargaining unit wishing to voluntarily participate.

## **ARTICLE 17 UNIFORM ALLOWANCE**

**17.1 Allowance.** The Employer shall provide employees, on the date of hire and subsequently on January first (1st) of each calendar year following the year of hire, a uniform allowance in the amount of six hundred dollars (\$600.00). The Fire Chief shall determine the style, color, etc. of the uniform to be worn by employees and the allowance shall be administered by the Fire Chief or designee. Any unused portion of the annual allowance shall not be carried over to the next calendar year without approval of the Fire Chief or designee.

**17.2 Replacement.** Uniform items which are damaged or need to be replaced for other than work-related emergency duties (ie: normal wear and tear) shall be replaced at the employee's expense using the annual uniform allowance. The Employer will replace uniform items which become damaged as a result of work-related emergency duties. An employee shall immediately notify the Fire Chief or designee of such an occurrence.

**17.3 Change of Uniform.** When changes are made to the uniform and the Fire Chief or designee requires employees to replace currently serviceable uniforms, the Employer shall bear

the cost of replacing those uniform items necessary for the employees to comply with the changes.

**17.4 Uniform Cleaning.** Cleaning of uniforms shall be the responsibility of the employees. The Employer shall provide the equipment, cleaning products and facilities for the members to clean their uniforms including those items which are contaminated with bodily fluids. In the event the equipment and cleaning products are insufficient to properly clean the uniforms, the Employer shall pay the cost of cleaning at a laundering facility subject to pre-approval from the Fire Chief or designee.

## **ARTICLE 18 LOSS OR DAMAGE**

**18.1 Personal Items.** Personal items, limited to wristwatches and eyeglasses, which are damaged as a result of the performance of emergency duties for the Employer, shall be repaired or replaced at the expense of the Employer as follows:

- A. Wristwatch repair or replacement is limited to \$50.
- B. Eyeglass lenses damaged beyond use shall be fully replaced on a same type as damaged basis. Frame repair or replacement is limited to \$100.

## **ARTICLE 19 OUTSIDE EMPLOYMENT**

Outside employment requires prior approval from the Fire Chief or designee. Employees shall not be restricted from engaging in outside employment as long as such other employment does not interfere or conflict with the ability of the employee to perform their normal duties in an efficient and regular manner.

## **ARTICLE 20 TRAINING**

**20.1 Mandatory Training.** The Employer shall provide or pay for sufficient training for employees to maintain all required certifications. Any mandatory training occurring outside the EMS response area shall require the Fire Chief or designee's approval. All Employer mandated training occurring outside normal work hours shall be paid in accordance with Article 7, Sections 7.5 and 7.6.

**20.2 Non-Mandatory Training.** Employees who attend approved meetings, conferences, short duration training sessions, or similar activities during the employee's regularly scheduled working hours shall be considered to be in pay status during such attendance. Attendance at such activities outside of regularly scheduled working hours must be approved by the Fire Chief or

designee in advance, in writing, to be paid. Payment for time spent in attendance at approved activities shall be in accordance with Article 7, Sections 7.5 and 7.6. Voluntary attendance at activities occurring outside regular working hours, are not considered hours worked.

Employees who have entered into an educational reimbursement agreement with the Employer prior to the recognition of the Union shall be bound by the terms and conditions of the agreement. Prior to any additional educational reimbursement agreements between the Employer and any employee of the bargaining unit, the Union and the Employer shall negotiate the terms and conditions of any such agreement which is primarily related to wages, hours and conditions of employment.

## **ARTICLE 21 SAVINGS CLAUSE, INTERPRETATION**

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in such event, said clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement including any and all provisions in the remainder of any clause, sentence, or paragraph in which such offending language may appear.

In the event of such contract clause invalidation, the Employer and the Union agree to meet within a reasonable time for the purposes of negotiating a replacement provision for any clause determined to be in violation of any law.

## **ARTICLE 22 DURATION OF AGREEMENT**

This Agreement shall be effective as of January 1, 2026, and shall remain in full force and effect until its expiration date of December 31, 2027, unless expressly provided otherwise. On or before July 1, 2027, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. If neither party gives notice to the other party of its desire to negotiate a successor Agreement prior to the expiration date of this Agreement as provided above, this Agreement shall automatically be renewed for successive one (1) year terms thereafter. On or before July 1 of any successive one year term, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement.

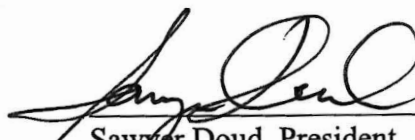
**SIGNATURE PAGE**

In witness wherefore, the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2026.

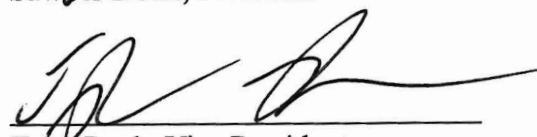
City of Black River Falls

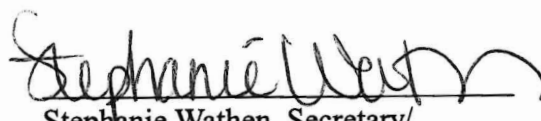
IAFF Local 5549

\_\_\_\_\_  
A. Brad Chown, Administrator

  
\_\_\_\_\_  
Sawyer Doud, President

\_\_\_\_\_  
Jay Eddy, Mayor

  
\_\_\_\_\_  
Tyler Rush, Vice President

  
\_\_\_\_\_  
Stephanie Wathen, Secretary/  
Treasurer

**APPENDIX A**

**24 Hour Shift - WAGE SCHEDULE**

**ANNUAL WAGES**

<b>Level</b>	<b>EMT</b>	<b>AEMT</b>	<b>PARAMEDIC</b>
1	\$ 55,810.56	\$ 57,474.56	\$ 64,729.60
2	\$ 56,975.36	\$ 58,606.08	\$ 66,094.08
3	\$ 60,393.88	\$ 62,122.44	\$ 70,059.72
4	\$ 61,601.76	\$ 63,364.89	\$ 71,460.92
5	\$ 62,833.79	\$ 64,632.19	\$ 72,890.14
6	\$ 64,090.47	\$ 65,924.84	\$ 74,347.94
7	\$ 65,372.28	\$ 67,243.33	\$ 75,834.90
8	\$ 66,679.73	\$ 68,588.20	\$ 77,351.60

**HOURLY RATE**

<b>Level</b>	<b>EMT</b>	<b>AEMT</b>	<b>PARAMEDIC</b>
1	\$ 16.77	\$ 17.27	\$ 19.45
2	\$ 17.12	\$ 17.61	\$ 19.86
3	\$ 18.15	\$ 18.67	\$ 21.05
4	\$ 18.51	\$ 19.04	\$ 21.47
5	\$ 18.88	\$ 19.42	\$ 21.90
6	\$ 19.26	\$ 19.81	\$ 22.34
7	\$ 19.64	\$ 20.21	\$ 22.79
8	\$ 20.04	\$ 20.61	\$ 23.24

\*\* Employer reserves the right to place new hires anywhere on the wage scale.

**APPENDIX B**

**8 Hour Shift - WAGE SCHEDULE**

<b>Level</b>	<b>ANNUAL</b>
1	\$ 51,812.80
2	\$ 54,921.57
3	\$ 56,020.00
4	\$ 57,140.40
5	\$ 58,283.21
6	\$ 59,448.87
7	\$ 60,637.85
8	\$ 61,850.61

<b>Level</b>	<b>HOURLY</b>
1	\$ 24.91
2	\$ 26.40
3	\$ 26.93
4	\$ 27.47
5	\$ 28.02
6	\$ 28.58
7	\$ 29.15
8	\$ 29.74

\*\* Employer reserves the right to place new hires anywhere on the wage scale.

