

December 3rd, 2024
5:30PMCity Hall, Council Chambers
23 N 2nd St**AGENDA****COUNCIL
MEMBERS**STEVEN E TASKAY
MAYOR
TERM EXP. 2026
PRESIDING OFFICERMICKEY LOKA
TERM EXP. 2025PATRICIA E. HASKIN
TERM EXP. 2026ED NYSTROM
TERM EXP. 2027JEFF KAHLE
TERM EXP. 2025
PRESIDENTDALE ERNST
TERM EXP. 2026WILL GARSKE
TERM EXP. 2027MIKE LOKA
TERM EXP. 2027TADD WEGENER
TERM EXP. 2025STEVE "DING" BARTZ
TERM EXP. 2026

The Council meeting will be held both in person and virtually. If you are not attending in person and would like to access the meeting remotely you can do so by either of the following ways:

United States Toll Free: 1-888-475-4499

Access Code: 903 385 0484

Passcode: 54487

OR

On your computer or smart device by visiting www.zoom.com and clicking "JOIN"

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Public Hearing:
 1. 2025 Budget Adoption Ordinance, an ordinance appropriating the necessary funds for the operation of the government and administration of the City of Tomahawk for the year 2025
 2. An ordinance Setting the Levy Amounts for the Tax Year 2024, Collectable in 2025
- E. Public Comments (During this item on the agenda the Council listens to oral comments from members of the public on non-agenda items. When speaking please state your name and limit your time to five minutes.)
- F. Minutes of Previous Meetings
 1. November 12th, 2024
- G. Approval of Checks and Vouchers
General Fund account checks 116164 – 116250 and 13 electronic payments in the amount of \$270,738.61 payroll checks 53216 – 533282 and direct deposit checks V14077 – V14155 in the amount of \$117,443.93 and Solid Waste Fund checks 1963 in the amount of \$65.43
- H. Reports
 1. Committee Reports
 - i. Planning and Zoning Commission (Mayor Steve Taskay)
 - ii. Board of Public Works (Leads Rosenmeier, Hanna, and Jelinek)
 - iii. Health and Safety Committee (Alderperson Will Garske)
 - iv. Finance Committee (Alderperson Mickey Loka)

Any additions to this agenda will be added to the original posted at City Hall. Any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format must contact the Clerk-Treasurer at City Hall, 453-4040, at least three days prior to the meeting so any necessary arrangements can be made to accommodate each request.

- v. Park and Recreations Committee (Aldersperson Jeff Kahle)
 - vi. Commission on Aging (Aldersperson Mike Loka)
 - vii. Library Board (Director Heidi O’Hare)
- 2. Mayor’s Report
- 3. Written Report from Tomahawk Main Street Inc.

- I. Resolutions
 - 1. A resolution authorizing an Advisory referendum Regarding Fluorination of the Municipal Water Supply

- J. Ordinances
 - 1. 2025 Budget Adoption Ordinance, an ordinance appropriating the necessary funds for the operation of the government and administration of the City of Tomahawk for the year 2025
 - 2. An ordinance Setting the Levy Amounts for the Tax Year 2024, Collectable in 2025
 - 3. 2025 Salary Ordinance, an ordinance hereby fixing the annual and hourly salaries of the following employment positions of the City of Tomahawk for the year 2025

- K. Other Business
 - 1. 2025-2027 Agreement between the City of Tomahawk and the Tomahawk Professional Police Association
 - 2. Proposed Amendment to Agreement between the City of Tomahawk and Republic Services for Solid Waste and Recycling Services

- L. Schedule Next Meeting Date and Time
 - 1. January 7th, 2024 at 5:30pm

- M. Adjournment

Common Council
City of Tomahawk, City Council Chambers
23 N 2nd St, Tomahawk, WI 54487
November 12th, 2024, at 5:30 p.m.

Call to Order: Mayor Taskay called the Common Council to order at 5:30 p.m.

Roll Call: Council members present were Mickey Loka, Patricia Haskin, Ed Nystrom, Jeff Kahle, Will Garske, Mike Loka, Tadd Wegener, and Steve “Ding” Bartz. Absent was Dale Ernst.

Also in attendance was Mayor Steven E. Taskay, Clerk/Treasurer Amanda L. Bartz, Police Sergeant Steve Buckwalter, Water Leadsperson Glenn Hanna, Street Leadsperson Nick Rosenmeier, and Library Director Heidi O’Hare. The Public were Zach Garner, Dawn Taskay, Karen Krueger, Lexi Buntruck, Sheley Cohrs, Laurel Reinke, Ashley Callahan, Dean Hussong, Roxanne Consolver, Paul Daigle, Christie Fletcher, Brenda Staudemaier, Jalen Maki (virtual), and Sara Guild (virtual).

Pledge of Allegiance: The Mayor led the Council in the Pledge of Allegiance.

Public comments: There were no public comments.

Minutes of Previous Meeting(s): HASKIN MOVED to approve October 1st, 2024, minutes and MIKE LOKA seconded. The VOTE was unanimous.

Approval of Checks: MICKEY LOKA MOVED to approve to approve General Fund account checks 116046 – 116163 and 14 electronic payments in the amount of \$444,419.96, payroll checks 53192 – 53215 and direct deposit checks V13986 – V14076 in the amount of \$125,701.92 and Solid Waste Fund checks 1956 – 1962 in the amount of \$33,324.69. BARTZ seconded. The VOTE was unanimous.

Committee Reports:

Planning and Zoning Commission – The Planning and Zoning Commission has not met.

Board of Public Works – The Council reviewed the written report from Streets Leadsperson Nick Rosenmeier.

Health and Safety Committee – GARSKE reported that the Health and Safety Committee met on October 29th, 2024, and all the items taken up by the Committee are before the Council tonight.

Finance Committee – MICKEY LOKA stated that the Finance Committee met on October 29th, 2024. MICKEY LOKA said they accepted a bid on King Rd. There will be another meeting to discuss budgets.

Park and Recreation Committee – The Park and Recreation Committee has not met.

Commission on Aging – The Commission on Aging Commission met on October 22nd, 2024. MIKE LOKA stated Senior Center Director Patricia Panfil is retiring. They will set up interviews to fill the position.

1 Library Board – O’HARE reported that they finished hiring for vacant positions. They are doing a
2 wishbone and drumstick hunt. She also said Tinker Tuesday is a Mine Craft theme on November
3 26th from 1:00p.m.-5:00p.m. Friends of Library are donating blocks made from recycled plastic
4 bags.

5
6 Mayor’s Report: Mayor TASKAY reported he continues to take calls from citizens about Fluoride. He
7 stated he worked the General Election on November 5th.

8
9 Written Report from Tomahawk Main Street, Inc.: There was no report for Tomahawk Main Street,
10 Inc.

11
12 **Resolutions:**

13 A resolution to increase residential solid waste (refuse) rates: Clerk Amanda Bartz explained there
14 has not been an increase in rates since 2011. MIKE LOKA MOVED to approve the resolution and
15 BARTZ seconded. The VOTE was unanimous.

16
17 **Other Business:**

18 Certified Survey Map – a division of a parcel of land into 4 lots. Located on Theiler Dr – Paul Daigle
19 explained that it’s going from 2 to 4 residential lots. A buffer has been planted. MICKEY LOKA
20 MOVED to approve, BARTZ seconded. The VOTE was unanimous.

21
22 Certified Survey Map – a division of a parcel of land into 2 lots located between Southgate Drive and
23 Whitetail Ln – Paul Daigle there is two existing that they are looking to reconfigure. It will improve
24 how a business is managed. KAHLE MOVED to approve, and GARSKE seconded. The VOTE was
25 unanimous.

26
27 2025 Proposed Business Improvement District Operating Plan and Set the Special Assessment
28 Rate – HASKIN MOVED to approve the 2025 Operating Plan and set the Special Assessment at
29 \$3.00 per \$1000 of assessed value, and MIKE LOKA seconded. The VOTE was unanimous.

30
31 Development Agreement Between the City of Tomahawk and John J. Schoone Construction for the
32 Demolition and Redevelopment of 429 E Somo Ave – MIKE LOKA MOVED to approve the agreement,
33 and HASKIN seconded. The VOTE was unanimous.

34
35 Recommendation from the Board of Public Works to Place an Advisory Referendum on the April
36 2025 if Fluorination Addition Should be Permanently Discontinued in the Tomahawk Water Utility –
37 GARSKE MOVED to place an advisory referendum on the spring ballot to ask if the city should
38 discontinue adding fluoride to its public water. MICKEY LOKA seconded.

39
40 Clerk BARTZ questioned if this should be done by resolution. The Clerk will look into the
41 requirement and timeline and bring it forward at the next meeting if required.
42 The vote was 7 to 1, with MIKE LOKA opposed.

43
44 **Set Time and Date of Next meeting:** The next regular meeting of the Common Council is
45 scheduled for December 3rd, 2024 at City Hall, Council Chambers at 5:30 p.m.

46
47 **Adjournment:** NYSTROM MOVED to adjourn the meeting of Common Council and GARSKE
48 seconded. The VOTE was unanimous. The meeting was adjourned at 5:48 p.m.

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 10/21/2024 From Account:
Thru: 11/20/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
WPS	10/21/2024	Wisconsin Public Service	11,930.67
EFPTS	11/01/2024	EFPTS - Federal Taxes	15,733.74
EFPTS	10/18/2024	EFPTS - Federal Taxes	16,209.12
116142	10/11/2024	Qualheim's True Value 22645	-15.34
116164	10/22/2024	Qualheim's True Value 22645	35.24
116165	10/22/2024	Security Health Plan	48,856.03
116166	10/25/2024	Aflac	887.38
116167	10/25/2024	Amazon Capital Services	197.25
116168	10/25/2024	Amazon Capital Services	122.01
116169	10/25/2024	Amazon Capital Services	77.88
116170	10/25/2024	AT&T Mobility	99.33
116171	10/25/2024	Auto Owner's Life Insurance	45.62
116172	10/25/2024	Baker & Taylor Books	190.32
116173	10/25/2024	Bumper to Bumper	694.09
116174	10/25/2024	Cengage Learning Inc/Gale	145.45
116175	10/25/2024	Center Point Large Print	46.74
116176	10/25/2024	Charter Communications	866.08
116177	10/25/2024	Cintas Fire 636525	128.74
116178	10/25/2024	Ernst, Robert	150.00
116179	10/25/2024	Ferguson Waterworks #1476	162.00
116180	10/25/2024	Fire Safety USA, Inc	530.95
116181	10/25/2024	Frontier	755.29
116182	10/25/2024	GPM Investments, LLC	30.55
116183	10/25/2024	Grainger	80.34
116184	10/25/2024	Home Depot Credit Services	6,163.63
116185	10/25/2024	Kwik Trip	1,259.87
116186	10/25/2024	L&S Truck Service Inc	35.75
116187	10/25/2024	LF George Under & Above Ground Equipment	1,700.00
116188	10/25/2024	MacQueen Equipment	370.22
116189	10/25/2024	Medford Cooperative	1,100.45
116190	10/25/2024	Medford Cooperative	15.34
116191	10/25/2024	Micromarketing LLC	89.97
116192	10/25/2024	Mischief & Magic	525.00

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 10/21/2024 From Account:
Thru: 11/20/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
116193	10/25/2024	MSA Professional Services, Inc	7,332.96
116194	10/25/2024	Napa Auto Parts	310.34
116195	10/25/2024	Northeast Asphalt Inc	352.51
116196	10/25/2024	Playaway Products	108.79
116197	10/25/2024	Rhyme Business Products	160.00
116198	10/25/2024	Tomahawk Battery and Rebuilding	47.99
116199	10/25/2024	Tomahawk Builders Supply	204.54
116200	10/25/2024	Tomahawk Municipal Utilities	337.04
116201	10/25/2024	Verizon Wireless	356.89
116202	10/25/2024	Victory Janitorial Inc	71.75
116203	10/25/2024	Wisconsin Policy Forum	350.00
116204	10/25/2024	Zarnoth Brush Works Inc	279.00
116205	10/30/2024	City Of Tomahawk	40,000.00
116206	11/01/2024	Anderson, Daniel	1,500.00
116207	11/01/2024	Baker & Taylor Books	649.34
116208	11/01/2024	Bumper to Bumper	32.73
116209	11/01/2024	Cengage Learning Inc/Gale	257.15
116210	11/01/2024	Charter Communications	189.94
116211	11/01/2024	City of Merrill	40.00
116212	11/01/2024	City of Merrill	2,160.75
116213	11/01/2024	Demco Inc	682.68
116214	11/01/2024	Grainger	256.03
116215	11/01/2024	Hilgendorf, David	2,199.16
116216	11/01/2024	Independent Printing Company, Inc	450.00
116217	11/01/2024	Lincoln County Highway Department	213.66
116218	11/01/2024	Micromarketing LLC	39.95
116219	11/01/2024	Miller, Annette	39.13
116220	11/01/2024	Napa Auto Parts	161.12
116221	11/01/2024	O.K. Printing	60.00
116222	11/01/2024	PREMIER HEATING & COOLING OF TOMAHAWK LLC	749.84
116223	11/01/2024	Republic Services #645	1,610.54
116224	11/01/2024	Ruekert & Mielke	10,128.75
116225	11/01/2024	S.C. Swiderski Construction, LLC	1,765.00

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 10/21/2024 From Account:
Thru: 11/20/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
116226	11/01/2024	Technology Management	8,244.40
116227	11/01/2024	Victory Janitorial Inc	784.00
116228	11/01/2024	Victory Janitorial Inc	57.00
116229	11/01/2024	WI Professional Police Association, Inc.	311.50
116230	11/01/2024	WISCONSIN DEPARTMENT OF REVENUE	1,240.16
116231	11/14/2024	Lincoln County Treasurer	2.48
116232	11/15/2024	Amazon Capital Services	694.17
116233	11/15/2024	Amazon Capital Services	2,069.40
116234	11/15/2024	Auto Owner's Life Insurance	14.97
116235	11/15/2024	Center Point Large Print	46.74
116236	11/15/2024	Charter Communications	690.05
116237	11/15/2024	Forth Floral	159.60
116238	11/15/2024	Gorell, Amber	700.00
116239	11/15/2024	Lane, Russell	150.00
116240	11/15/2024	Medford Cooperative	225.65
116241	11/15/2024	Menards	33.92
116242	11/15/2024	Novotny Diesel Asylum LLC	2,200.00
116243	11/15/2024	Oh Jay Services	2,799.38
116244	11/15/2024	Republic Services #645	313.17
116245	11/15/2024	Schierl Tire and Service	180.90
116246	11/15/2024	SHERMAN, ZACHARY	150.00
116247	11/15/2024	THE UNIFORM SHOPPE	4,330.20
116248	11/15/2024	Verizon Wireless	220.59
116249	11/15/2024	Verizon Wireless	356.91
116250	11/15/2024	WERNER CONSTRUCTION INC	400.00
Vestis	10/18/2024	Vestis	138.03
Vestis	10/24/2024	Vestis	509.78
Empower	11/01/2024	Empower	1,931.65
CityHall	10/18/2024	Vestis	357.68
Aflac Nov	10/29/2024	Aflac	887.38
Statement	10/18/2024	Cardmember Service	2,437.93
Statement	11/15/2024	Cardmember Service	809.91
Taxw/held	11/01/2024	State Withholding	2,646.93

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 10/21/2024 From Account:
Thru: 11/20/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
Retirement	10/18/2024	Wisconsin Dept of Employee Trust Funds	24,414.57
Retirement	11/01/2024	Wisconsin Dept of Employee Trust Funds	24,789.35
Statew/held	10/18/2024	State Withholding	2,717.16
W&S invoices	10/24/2024	Vestis	405.76
		Grand Total	270,738.61

ASSOCIATED - GENERAL FUND CHECKING

ALL Checks

Posted From: 10/21/2024 From Account:
Thru: 11/20/2024 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	221,071.30
Total Expenditure from Fund # 210 - Library Fund	10,512.07
Total Expenditure from Fund # 219 - ARPA Fund	13,362.94
Total Expenditure from Fund # 240 - CAPITAL PROJECTS FUND	25,386.54
Total Expenditure from Fund # 610 - WATER FUND	405.76
Total Expenditure from all Funds	270,738.61

TCB - PAYROLL

ALL Checks

Posted From: 10/21/2024 From Account:
Thru: 11/20/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
53216	11/01/2024	Borem, Steven	1,611.19
53217	11/01/2024	DUPLAYEE, JOHN J	242.27
53218	11/01/2024	ERNST, ROBERT	1,582.45
53219	11/01/2024	LINTEREUR, ZEPHYR Z	39.16
53220	11/01/2024	WATRUBA, ALYSIA	264.36
53221	11/15/2024	Borem, Steven	1,611.19
53222	11/15/2024	DUPLAYEE, JOHN J	504.86
53223	11/15/2024	ERNST, ROBERT	1,582.45
53224	11/15/2024	GARSKE, WILLIAM	152.38
53225	11/15/2024	HOFFMAN, TRICIA	138.52
53227	11/15/2024	MARQUARDT, GAIL L.	90.00
53228	11/15/2024	PINTENS, ANN C	187.93
53229	11/15/2024	Prelipp, Rhonda	186.63
53230	11/15/2024	Rauchle, Debbie	138.52
53231	11/15/2024	SCHULLER, DANIEL	221.84
53232	11/15/2024	TASKAY, DAWN	152.38
53253	11/15/2024	BARTZ, AMANDA	419.74
53254	11/15/2024	Borem, Steven	752.71
53255	11/15/2024	BUCKWALTER, STEVE	639.43
53256	11/15/2024	DOTTER, DEREK J	107.67
53257	11/15/2024	ELVINS, ALFRED	285.72
53258	11/15/2024	ERNST, ROBERT	76.90
53259	11/15/2024	GORELL, MATTHEW	78.19
53260	11/15/2024	HANNA, GLENN	76.90
53261	11/15/2024	JELINEK, WILLIAM J.	1,115.45
53262	11/15/2024	KRICH, MICHAEL D	133.31
53263	11/15/2024	LANE, RUSSELL	30.77
53264	11/15/2024	PANKOW, CHARLES	76.90
53265	11/15/2024	PICL, RYAN A	245.26
53266	11/15/2024	Rosenmeier, Nicholas	215.34
53267	11/15/2024	SHERMAN, ABBEY	915.37
53268	11/15/2024	SHERMAN, ZACHARY R	191.40
53269	11/15/2024	SUSA, BRETT	265.33

TCB - PAYROLL

ALL Checks

Posted From: 10/21/2024 From Account:
Thru: 11/20/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
53270	11/15/2024	Swenty, Miranda Jean	541.55
53271	11/15/2024	Thiemer, Richard	191.40
53272	11/15/2024	VACHO, TRAVIS	46.14
53273	11/15/2024	WATRUBA, ALYSIA	193.55
53274	11/15/2024	WEBSTER, MASON	61.53
53275	11/15/2024	Frostman, Matthew	352.89
53276	11/15/2024	GORELL, MATTHEW	520.87
53277	11/15/2024	KRICH, MICHAEL D	1,266.61
53278	11/15/2024	PICL, RYAN A	1,227.75
53279	11/15/2024	SUSA, BRETT	1,303.60
53280	11/15/2024	WATRUBA, ALYSIA	1,634.85
53281	11/15/2024	White, John	517.48
53282	11/15/2024	LINTEREUR, ZEPHYR Z	39.16
V14077	11/01/2024	BARTZ, AMANDA	1,686.25
V14078	11/01/2024	BUCKWALTER, STEVE	2,083.65
V14079	11/01/2024	DOTTER, DEREK J	1,461.62
V14080	11/01/2024	ELVINS, ALFRED	2,030.20
V14081	11/01/2024	Frostman, Matthew	1,526.40
V14082	11/01/2024	GORELL, MATTHEW	1,930.51
V14083	11/01/2024	Haenel, Jessica	604.26
V14084	11/01/2024	HANNA, GLENN	1,754.41
V14085	11/01/2024	JELINEK, WILLIAM J.	1,558.99
V14086	11/01/2024	KRICH, MICHAEL D	1,843.52
V14087	11/01/2024	KROSSCHELL, CHYANNYE	851.01
V14088	11/01/2024	LANE, RUSSELL	1,593.53
V14089	11/01/2024	O'HARE, HEIDI	1,447.73
V14090	11/01/2024	PANFIL, PATRICIA	586.19
V14091	11/01/2024	PANKOW, CHARLES	1,732.66
V14092	11/01/2024	PICL, RYAN A	1,698.28
V14093	11/01/2024	PLEAU, RAEN	695.20
V14094	11/01/2024	Rosenmeier, Nicholas	1,699.78
V14095	11/01/2024	Scherer, Roni Kay	0.00
V14096	11/01/2024	SHERMAN, ABBEY	1,704.65

TCB - PAYROLL

ALL Checks

Posted From: 10/21/2024 From Account:
Thru: 11/20/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V14097	11/01/2024	SHERMAN, ZACHARY R	1,528.86
V14098	11/01/2024	SUSA, BRETT	1,888.14
V14099	11/01/2024	Swenty, Miranda Jean	1,343.16
V14100	11/01/2024	TASKAY, STEVEN E	213.11
V14101	11/01/2024	Thiemer, Richard	1,595.69
V14102	11/01/2024	VACHO, KEZLEIGH	633.10
V14103	11/01/2024	VACHO, TRAVIS	1,526.80
V14104	11/01/2024	VanStrydonk, Lexie	902.29
V14105	11/01/2024	WATRUBA, ALYSIA	1,567.63
V14106	11/01/2024	WEBSTER, MASON	1,511.92
V14107	11/01/2024	White, John	1,438.02
V14108	11/01/2024	Losey, Chad	399.90
V14109	11/01/2024	MILLER, ANNETTE M	1,134.33
V14110	11/01/2024	PAGENKOPF, PEGGY	279.35
V14111	11/01/2024	PUESTOW, ALLISON	1,181.78
V14112	11/01/2024	SHORE, DIANA	427.95
V14113	11/01/2024	Sutton, Bonnie	375.43
V14114	11/01/2024	ZELTON, MARY KAY	258.44
V14115	11/15/2024	BARTZ, AMANDA	1,686.25
V14116	11/15/2024	BECKER, BETTY	20.32
V14117	11/15/2024	Brandt, Victoria	271.21
V14118	11/15/2024	BUCKWALTER, STEVE	2,050.10
V14119	11/15/2024	DOTTER, DEREK J	1,461.63
V14120	11/15/2024	ELVINS, ALFRED	2,030.20
V14121	11/15/2024	Frostman, Matthew	1,570.90
V14122	11/15/2024	GORELL, MATTHEW	1,975.01
V14123	11/15/2024	Haenel, Jessica	919.91
V14124	11/15/2024	HANNA, GLENN	1,787.64
V14125	11/15/2024	JELINEK, WILLIAM J.	1,778.80
V14126	11/15/2024	KRICH, MICHAEL D	1,874.95
V14127	11/15/2024	KROSSCHELL, CHYANNYE	595.46
V14128	11/15/2024	LANE, RUSSELL	1,593.53
V14129	11/15/2024	Losey, Chad	355.48

TCB - PAYROLL

ALL Checks

Posted From: 10/21/2024 From Account:
Thru: 11/20/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V14130	11/15/2024	MILLER, ANNETTE M	1,134.33
V14131	11/15/2024	O'HARE, HEIDI	1,447.73
V14132	11/15/2024	PAGENKOPF, PEGGY	320.00
V14133	11/15/2024	PANFIL, PATRICIA	632.62
V14134	11/15/2024	PANKOW, CHARLES	1,489.00
V14135	11/15/2024	PICL, RYAN A	1,742.78
V14136	11/15/2024	PLEAU, RAEN	576.61
V14137	11/15/2024	PUESTOW, ALLISON	1,181.78
V14138	11/15/2024	Rosenmeier, Nicholas	1,627.72
V14139	11/15/2024	Scherer, Roni Kay	0.00
V14140	11/15/2024	SHERMAN, ABBEY	1,704.65
V14141	11/15/2024	SHERMAN, ZACHARY R	1,528.87
V14142	11/15/2024	SHORE, DIANA	545.44
V14143	11/15/2024	SUSA, BRETT	1,932.64
V14144	11/15/2024	Sutton, Bonnie	586.80
V14145	11/15/2024	Swenty, Miranda Jean	1,343.16
V14146	11/15/2024	TASKAY, STEVEN E	351.59
V14147	11/15/2024	Thiemer, Richard	1,726.94
V14148	11/15/2024	VACHO, KEZLEIGH	906.43
V14149	11/15/2024	VACHO, TRAVIS	1,526.80
V14150	11/15/2024	VanStrydonk, Lexie	902.29
V14151	11/15/2024	WATRUBA, ALYSIA	1,612.13
V14152	11/15/2024	WEBSTER, MASON	1,511.92
V14153	11/15/2024	WEGENER, TADD	452.51
V14154	11/15/2024	White, John	1,499.85
V14155	11/15/2024	ZELTON, MARY KAY	263.31
Grand Total			117,443.93

TCB - PAYROLL

ALL Checks

Posted From: 10/21/2024 From Account:
Thru: 11/20/2024 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	65,529.39
Total Expenditure from Fund # 210 - Library Fund	15,827.90
Total Expenditure from Fund # 610 - WATER FUND	14,339.14
Total Expenditure from Fund # 620 - SEWER FUND	17,455.02
Total Expenditure from Fund # 630 - SOLID WASTE FUND	4,292.48
Total Expenditure from all Funds	117,443.93

ASSOCIATED - SOLID WASTE CHECKING

ALL Checks

Posted From: 10/21/2024 From Account:
Thru: 11/20/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
1963	10/25/2024	Verizon Wireless	
		Phone Utilities	
630-00-53634-000-000		ADMINISTRATION	65.43
		715-966-5144	
		9975584819	
		Total	65.43
		Grand Total	65.43

CITY OF TOMAHAWK RESOLUTION 20-
A RESOLUTION AUTHORIZING ADVISORY REFERENDUM
REGARDING FLUORIDATION OF THE MUNICIPAL WATER SUPPLY

Whereas: The City has fluoridated its water supply for many years; and

Whereas : The City’s fluoridation it has reached a state where it requires complete replacement if the City is to continue fluoridating the water; and

Whereas; The benefits of fluoridation versus the detriments has be the subject of much question, leading some localities to determine to discontinue the practice; and

Whereas the Common Council would like to hear where the public stands on the issue of fluorination;

NOW THEREFORE BE IT RESOVED by the Common Council of the City of Tomahawk that the appropriate City officials are authorized to place on the April 1, 2025 election ballot the following question:

Should the City of Tomahawk continue to fluoridate the municipal water supply?

Adopted this __ day of _____, 2024

Steven E. Taskay, Mayor

Attest _____

Amanda L. Bartz, City Clerk

2025 BUDGET ADOPTION ORDINANCE

AN ORDINANCE APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE GOVERNMENT AND ADMINISTRATION OF THE CITY OF TOMAHAWK FOR THE YEAR 2025

The Common Council of the City of Tomahawk, Wisconsin, does ordain as follows:

Section 1. There is hereby appropriated out of the receipts of the City of Tomahawk for the tax year 2024, payable in 2025, including monies received from the general property tax levy to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Revenues	2024	2025	% of Change
General Property Taxes	1,743,768	1,885,186	8.11%
Other Taxes	252,106	228,656	-9.30%
Special Assessments	-	-	0.00%
Intergovernmental Revenues	1,535,345	1,626,984	5.97%
Licenses and Permits	39,655	38,355	-3.28%
Fines, Forfeits and Penalties	18,500	16,500	-10.81%
Public Charges for Service	72,698	73,755	1.45%
Intergovernmental Charges for Service	308,235	343,538	11.45%
Debt Service	-	-	0.00%
Miscellaneous Revenues	246,630	409,975	66.23%
Other Funding Sources	235,969	97,425	-58.71%
Total Revenues	4,452,906	4,720,373	6.01%

Expenditures	2024	2025	% of Change
General Government	593,243	587,435	-0.98%
Public Safety	1,738,459	1,849,801	6.40%
Public Works	711,707	704,748	-0.98%
Health and Human Services	1,500	3,500	133.33%
Cultures, Recreation, and Education	888,328	886,732	-0.18%
Conservation and Development	2,500	2,500	0.00%
Debt Service	515,169	685,657	33.09%
Capital Outlay	-	-	0.00%
Other/Reserves	2,000	-	-100.00%
Total Expenditures	4,452,906	4,720,373	6.01%

Section 2. Effective Date. This ordinance shall become effective upon its passage and publication.

Moved: _____
 Seconded: _____
 Passed: _____

PASSED and APPROVED this ____ day of December, 2024.
 PUBLIC HEARING: December 2nd, 2024

Mayor Steven E. Taskay

Clerk/Treasurer Amanda L. Bartz

**AN ORDINANCE SETTING THE LEVY AMOUNTS FOR THE TAX YEAR 2024,
COLLECTABLE IN 2025**

The Common Council of the City of Tomahawk, Wisconsin does ordain as follows:

The following amounts shall be levied upon the taxable property in the City of Tomahawk for the year 2024, collectable in 2025:

Taxing Jurisdiction	Apportioned Levy	TIF Levy Per Jurisdiction	Total Levy
Lincoln County	1,408,492.77	113,969.73	1,522,462.50
City of Tomahawk	1,910,551.00	154,594.19	2,065,145.19
Tomahawk School District	1,904,414.19	154,097.81	2,058,512.00
Tomahawk School Referendum	441,275.25	-	441,275.25
Nicolet VTAE District Property Tax	45,806.43	3,706.41	49,512.84
State of Wisconsin Property Tax	-	-	-
	4,302,046.87	312,398.41	6,136,907.78
Tomahawk School District State Credit		(405,732.63)	(405,732.63)
Net Levy after Credit			5,731,175.15

There is hereby levied a tax of \$5,731,175.15 on all the taxable property within the City of Tomahawk as returned by the assessor in the year 2024 for the purposes set forth above.

The City of Tomahawk Clerk-Treasurer is hereby authorized and directed to spread this tax on the current tax roll of the City of Tomahawk.

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

PASSED and APPROVED this 3rd Day of December, 2024.

Moved: _____

Mayor Steven E. Taskay

Second: _____

Passed: _____

Clerk-Treasurer Amanda L. Bartz, CMC

2025 SALARY ORDINANCE

Section 1 - An ordinance hereby fixing the annual and hourly salaries of the following employment positions of the City of Tomahawk for the year 2025:

The following employees will receive a _____ % rate increase from 2024:

Clerk's Office/City Hall

Clerk-Treasurer
Deputy Clerk-Treasurer
Administrative Assistant
Chief Election Inspectors 11.00
Election Inspectors 10.00

Public Works

Director of Public Works 35.00
Crewman III
Crewman II
Crewman I
Summer Laborer – Returning 11.00
Summer Laborer – Starting 10.50

Leadsperson shall receive \$1.00/hour in addition to the employee's normal rate of pay. During the absence of a Director of Public Works, the Street Lead and Park Lead shall make \$_____/hour.

Mechanic shall receive \$0.50/hour in addition to the employee's normal rate of pay.

Sewer & Water Utility

Advanced Operator
Wastewater Basic
Water Certified
Operator in Training

Head Operator shall receive \$1.00/hour in addition to the employee's normal rate of pay. During the absence of a Director of Public Works, the Water Lead and Sewer Lead shall make \$_____/hour.

Senior Center

Senior Center Staff
Custodial Staff

Multi-Department Employees

Janitorial Staff

Police Department:

Chief of Police
Sergeant
Dispatcher 1 (after 500 hrs.)
Dispatcher 2 (after 5 yrs.)
Police Clerk
Part-Time Drug Enf. Officer

Section 2 – Each of the above hourly pay rates shall be paid in bi-weekly installments.

Section 3 – Each of the above salaries shall be in addition to other benefits detailed in the City of Tomahawk Employee Handbook.

Section 4 – In 2024 the above eligible employees shall contribute 10% of the health insurance premium.

Section 5 – The above salaries shall be inserted into Appendix A in the City of Tomahawk Employee Handbook.

Section 6 – Article I Employment Policies, Section 18 Grievance Procedure, shall be amended to replace “City Administrator” with “Mayor”.

Section 7 – Article II Employee Benefits, Section 5 Vacation, Subsection F. shall be amended to delete: “Each Department Head shall provide the Controlling Committee with the tentative vacation schedule for Department employees for the upcoming year at the regular meeting of the committee.”

Section 8 – Article II Employee Benefits, Section 11 Longevity shall be amended to read: “After completion of two (2) years of continuous service with the City on November 15th, each eligible regular full-time employee, with the exception of those in the Library Department, shall be entitled to longevity pay on the following basis:

- Between 2 Years and 7 Years of Service: Eighteen Dollars (\$18.00) per year for each year the employee has worked for the City.
- Between 8 Years and 12 Years of Service: Twenty-Eight Dollars (\$28.00) per year for each year the employee has worked for the City.
- Between 13 Years and 20 Years of Service: Thirty-Eight Dollars (\$38.00) per year for each year the employee has worked for the City.
- After 21 Years of Service: Forty-Eight Dollars (\$48.00) per year for each year the employee has worked for the City.

Longevity pay shall be paid in a lump sum to each eligible employee during the pay period that includes November 15th of each year.

Example: An employee hired on May 1st, 2010 would have 14 years of service on November 15th, 2024 and would be paid \$532.00 in Longevity Pay (14 Years X \$38.00 per year = \$532.00).

Section 9 – All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 10 – Effective Date. This ordinance shall be effective January 1, 2024.

PASSED and APPROVED this 5th day of December, 2023.

Moved: _____

Mayor Steven E. Taskay

Second: _____

Passed: _____

Clerk-Treasurer Amanda L. Bartz

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Preamble

This Agreement made and entered into by the City of Tomahawk, a municipal corporation, hereinafter referred to as the City, and the Wisconsin Professional Police Association, LEER Division on behalf of the affiliate local Tomahawk Professional Police, hereinafter referred to as the Association.

Article 1 - Purpose

1.1 This Agreement recognizes the mutual interests of the City and of the Association for the efficient operation of the Police Department of the City under the methods which will promote service to the citizens, safety to the police officers, economy of the operation, care of equipment and the protection of public and private properties; for the means of fair and peaceful adjustment of differences between the City and the Association in matters of pay, hours of work, benefits and conditions of employment; and for promoting a harmonious relationship between the parties concerned.

Article 2 - Management Rights

2.1 The Association recognizes that the management of the Tomahawk Police Department and the direction of the working forces are vested exclusively with the City.

2.2 The City retains the sole right to hire; discipline, discharge; lay off; assign; demote; promote; or transfer employees, including members of the Association; to determine the of work needed and to lay off employees because of the lack of work; to determine the starting and quitting time and the number of hours to be worked, including overtime; to assign work in all situations; to determine the methods of work and the sequence of work process; to make rules and regulations for the purposes of efficiency, safe practice and discipline; and to subcontract out work, all except to the extent such rights are specifically abridged by the provisions of this Contract.

2.3 It is understood that management rights are not limited to those specifically mentioned above, and it is expressly agreed that the Association, by recognizing the above management rights, does not waive any of its rights to negotiate on any items dictated by Wisconsin Statutes.

1 **Article 3 - Recognition**

2 **3.1 Recognition:** The City recognizes the Wisconsin Professional Police Association (WPPA),
3 and/or agent, hereinafter referred to as the Association, as the sole and exclusive bargaining
4 agent for the Tomahawk Professional Police Association, made up exclusively of employed full-
5 time patrolmen, for the purposes of engaging in conferences and negotiations establishing
6 wages, hours and conditions of employment, subject to Article 2, for the appropriate bargaining
7 unit of the City of Tomahawk Police Department. The bargaining unit, for the purposes of this
8 Agreement, shall include police patrolmen. Expressly excluded from the bargaining unit are the
9 Chief, Sergeant and dispatchers.

10 **3.2 Definitions:** Wherever the term "officer" is used in this Agreement it shall mean and include
11 all members of the bargaining unit of the Tomahawk Police Department, in the City of Tomahawk.
12 The term "officer" and "employee", when used in this Agreement, shall be synonymous.

13 **3.3 Bargaining Representation:** The police officers shall be represented in all such bargaining
14 and negotiating with the City by such person, or committee, as the Association may deem
15 advisable.

16 **3.4 Association Activities:** The Association's activities will be conducted by its members while
17 on off-duty hours, and on premises other than those used officially by the City of Tomahawk
18 Police Department.

19 **3.5 Delegates:** The City agrees to allow two (2) delegates of the Tomahawk Professional Police
20 Association to attend the Wisconsin Professional Police Association annual convention with pay.
21 The Tomahawk Professional Police Association shall provide sufficient notice of convention dates
22 and delegate attendees to the Chief of Police. No overtime may be created to allow for delegates
23 to attend the convention.

24 **Article 4 – Dues Deduction**

25 **4.1 Membership** in the Association is not compulsory. An employee may join the Association and
26 maintain membership therein consistent with its constitution and by-laws. No employee will be
27 denied membership because of race, color, creed, or sex. This Article is subject to the duty of
28 the Wisconsin Employment Relations Commission to suspend the application of this Article

1 whenever the Commission finds that the Association has denied an employee membership
2 because of race, color, creed or sex.

3 **4.2** The Association will represent all of the employees in the bargaining unit, members and non-
4 members, fairly and equitably.

5 **4.3** The Employer agrees to deduct the amount of dues certified by the Association from the
6 monthly earnings of the employees who individually sign a dues deduction authorization form
7 supplied by the Association of, and pay the amount so deducted to the Association on or before
8 the end of the month in which such deduction is made.

9 **4.4** The Employer shall not be liable to the Association, employees or any party by reason of the
10 requirements of this Article for the remittance or payment of any sum other than that
11 constituting actual deductions from employees' wages earned. The Association shall save the
12 Employer harmless against any and all claims, demands, suits, orders, judgments or other forms
13 of liability that may arise out of or by reason of action taken by the Employer under this article.

14

15

Article 5 - Probationary Period

16 **5.1** New employees shall be classified as probationary employees and shall have no seniority until
17 such time as they have accumulated one (1) year of continuous employment with the City as an
18 employee of the Tomahawk Police Department. After completion of this probationary period,
19 the employee shall be placed on the seniority list as of his date of hire.

20 A. Probationary employees shall be paid the one-year rate of employment. Between six (6)
21 months and one (1) year, probationary employees shall be entitled to the same benefits as
22 one (1) year non-probationary employees (i.e., health insurance and retirement).

23 **5.2** Probationary employees may be subject to disciplinary action, up to and including discharge,
24 without recourse to the grievance procedure.

25

26

Article 6 - Seniority Rights

27 **6.1 Definition:** Seniority shall commence upon the date of hire, subject to the provisions of
28 Article 5, above, and shall be based upon the actual length of continuous service, for which

1 payment has been received by the officer, including vacations and paid or unpaid sick leave.

2 **6.2 Loss of Seniority:** Seniority and the employment relationship shall be broken and terminated
3 if an employee:

4 A. Quits;

5 B. Is discharged;

6 C. Is absent from work for three (3) consecutive working days without
7 notification to and approval by the Chief, unless unable to provide such
8 notification for physical or other reasonable excuse;

9 D. Is laid off for a period of one (1) year;

10 E. Fails to report to work within five (5) calendar days after having been
11 recalled from layoff, and after receipt of notification by certified mail from
12 the Employer to the last known address of the employee;

13 F. Fails to report for work within three (3) days after the termination of a
14 leave of absence;

15 G. Is on a leave of absence for personal or health reasons and accepts other
16 employment without permission;

17 H. Retires.

18 **6.3 Seniority List:** The City shall maintain a current seniority list of all patrolmen. This list shall
19 be available for inspection at reasonable hours upon request of the patrolmen.

20 **6.4 Lay Off:**

21 A. If it becomes necessary to lay off personnel, layoffs will be conducted in accordance with Wis.
22 Stats §62.13(5m). There shall be no reduction of permanent members of the work force so
23 long as any probationary, casual or part-time individuals are employed.

24 B. Individuals who are laid off shall remain on a standby list for one (1) year from the date of the
25 layoff, during which period they shall be the first persons to be rehired by the City in reverse
26 order of their layoffs. Upon being recalled to work by the City, the individual must report to
27 work within two (2) weeks after receipt of notice to their last known address, by personal
28 service, by registered or certified mail or telegram. Individuals shall be responsible to insure

1 that the Tomahawk Police Department has their last address.

2 **6.5 Lateral Entry Program**

3 A. Under this Lateral Entry Program, a Law Enforcement Officer employed with a different
4 agency will be eligible for a lateral entry designation if the following requirements are met.

5 1. Currently employed or previously employed as a full-time law enforcement officer within
6 the last two years.

7 2. Exemplary work history evidenced with a complete and thorough background
8 investigation:

9 3. Certified or certifiable as determined by the State of Wisconsin Law Enforcement
10 Standards Board.

11 B. The Chief of Police shall have the discretion to determine the actual amount of prior service
12 credit awarded and shall notify the Lateral Entry Officer accordingly.

13 C. Enhanced Contractual Benefits are as follows:

14 1. After the completion of the Field Training Program the lateral entry officer shall be
15 entitled to the wage commensurate with the Officer's prior full-time experience, up to a
16 maximum credit of five (5) years.

17 2. Additionally, the lateral entry officer after the completion of the Field Training Program
18 shall be entitled to the vacation accrual commensurate with the Officers prior full-time
19 experience to a maximum of seven years credit or 144 hours.

20 3. Upon completion of the probationary period and each year of continued service the
21 Lateral Entry Officer shall advance within the payable schedule, and earn benefits at the
22 advanced rate, whenever applicable.

23 4. No Other enhanced contractual benefits or privileges are extended to recognize prior
24 service.

25 D. Lateral entry officers shall be subject to the probationary period in Article 5 – Probationary
26 Period of the Labor Agreement.

27 **Article 7 - Hours**

28 **7.1** A normal work week shall average forty-two (42) hours per week based on a fifty-two (52)

1 week year. The Detective's (5-2) schedule will be mutually agreed upon by the Chief and the
2 Detective to fulfill department needs. The School Resource Officer's (SRO) schedule (5-2) will be
3 mutually agreed upon by the Chief of Police, the SRO and the Tomahawk School District. The
4 remaining officers shall work a 3-2/2-3/2-2 rotation with twelve (12) hour workday. All rotations
5 shall include a thirty (30) minute lunch break.

6 **7.2 Work Schedule:** A tentative work schedule shall be posted no later than thirty (30) days in
7 advance of its effective date. Any changes in an officer's work schedule after his departure from
8 his last scheduled shift shall be made known to him at the time the change is made if it is within
9 seventy-two (72) hours of that change.

10 **7.3 Switching Shifts:** Once the schedule is made, officers and dispatchers may continue to switch
11 shifts, provided there is no added cost to the City, and officers and dispatchers are qualified to
12 do the duty. The switch must be approved by the Chief of Police, or his designee.

13

14 **Article 8 - Wages**

15 **8.1** Wages shall be as set forth in Appendix A.

16 **8.2** Officers who are assigned to be a Field Training Officer (FTO) shall be compensated an
17 additional \$1.00 per hour during the period they are assigned to perform these specialized duties.
18 In addition, they will be assigned the rank of corporal so long as they are assigned to be an FTO.

19 **8.3** Officers who been promoted/assigned the non-supervisory duties of Detective shall be
20 compensated an additional \$1.50 per hour, the K9 Officer and School Resource Officer shall be
21 compensated an additional \$0.50 per hour.

22

23 **Article 9 - Overtime**

24 **9.1** Overtime shall be defined as any time worked in excess of the officer's work day (either eight
25 and one-half (8.5) hours per day or twelve (12) hours per day). Employees shall be allowed to
26 bank compensatory time up to an unlimited amount per calendar year. All overtime shall be
27 distributed to bargaining unit employees as equally as possible. Overtime work shall be
28 compensated for at the rate of time and one-half (1-1/2) the employee's regular rate of pay, or,

1 at the employee's option, compensatory time off shall be given at the rate of time and one-half
2 (1-1/2) for each hour worked. If the employee is unable to use his accumulated compensatory
3 time prior to December 1st of each year, the employee shall receive such accumulated
4 compensatory time in cash at the rate of time and one-half (1-1/2) in a separate check from the
5 City.

6 **A. Training:** When training is scheduled on a regular work day, the day shall be considered a
7 regular work day. When training falls on an off day, no overtime, training shall be on an hour per
8 hour basis verses regular shift hours.

9 **9.2 Call-In Time:** If an officer is called into work or scheduled for Court on his regular time off he
10 shall receive a minimum of two (2) hours call-in pay at the rate of time and one-half, or time and
11 one-half (1-1/2) pay for all actual hours worked, whichever is higher. Officers who are schedule
12 for Court on their regular time off, shall call into the Department to report their start time and
13 their end time.

14 **9.3 If** a shift becomes available due to an employee using compensatory time off, vacations, sick
15 leave, or holiday time off, and the Employer decides to fill such vacancy by offering the vacancy
16 as available overtime hours, the Employer shall post an overtime availability sheet. If no one
17 posts for the overtime, the Chief may assign overtime as needed.

18 **9.4 On-Call Pay:** When the Chief of Police assigns an off-duty officer to be on-call and able to
19 respond to police department within forty-five (45) minutes, the officer shall receive three dollars
20 (\$3.00) per hour for the time the employee is on-call.

21 **9.5 Court Cancellation:** If an officer is scheduled for court during non-working hours and the
22 officer is notified of court cancellation less than 24 hours prior to the scheduled court time, the
23 officer shall receive two (2) hours of pay at the regular straight time rate. The officer shall be
24 responsible for calling the court to verify the status of the case at least 24 hours prior to its
25 scheduled time.

26

27 **Article 10 - Pay Periods**

28 **10.1** The hourly pay rates according to Appendix A shall be paid in bi-weekly installments. (Every

1 two weeks.)

2

3

Article 11 - Holidays

4 **11.1** There shall be ten (10) paid holidays per year on the following dates:

5	New Year's Day	Fourth of July	Thanksgiving Day	Christmas Eve
6	Easter	Labor Day	Day after Thanksgiving	Memorial Day
7	Columbus Day	Christmas Day		

8

9 **11.2 Holiday Compensation:**

10 A. Officers shall receive eighty-four (84) Holiday hours for compensatory time off to be taken when
11 agreed by the officer and the Chief of Police.

12 B. Officers who work their regular scheduled shift per Article 7 or are called in for an emergency on a
13 holiday shall receive:

- 14 1. Compensation at their normal rate of pay, and;
- 15 2. Additional holiday pay based on 1 hours worked, (i.e. officer who works 2 hours on a holiday
16 would receive 2 additional hours holiday pay)
- 17 3. Holiday pay shall be received on or before the 15th of November of each year for those
18 holidays which fall in that year prior to that date.

19 **11.3** Holiday pay shall not be used to compute overtime.

20

21

Article 12 - Grievance Procedure

22 **12.1 Definition of Grievance:** A grievance shall mean a dispute concerning the interpretation or
23 application of a provision of this Contract. In the event of a grievance, the grievant shall continue
24 to perform his assigned task and grieve his complaint later.

25 **12.2 Steps in the Grievance Procedure:**

26 Step 1: The officer, individually or with an Association representative, shall **orally** state his
27 grievance to the Chief of Police **within five (5) working days**, or at the first opportunity
28 after he knew or should have known, of the cause of such grievance. The Chief shall
29 confer with the employee in relation to the grievance. The Chief shall, **within five (5)**

1 **working days, orally** inform the employee and the Association representative of his
2 decision.

3 Step 2: If the grievance is not settled at Step 1, the employee, or his representative, may
4 appeal the decision of the Chief, **in writing**, to the Personnel Committee **within ten (10)**
5 **working days** after receipt of the decision of the Chief. The Personnel Committee shall
6 discuss the grievance **at the next regularly scheduled meeting of the Committee** with the
7 employee. The Association representative shall be afforded the opportunity to be
8 present at this conference. Following this conference, the Personnel Committee shall
9 respond **within ten (10) working days, in writing**, to the Association.

10 **12.3 Arbitration:** If the grievance is not settled in Step 2, above, either party, **within ten (10) days**
11 **of receipt of the answer in Step 2**, may request the Wisconsin Employment Relations
12 Commission to appoint an arbitrator from its staff to the parties. The City and the Association will
13 share the cost of the WERC filing fees.

14 **12.4 Arbitration Hearing:** The Arbitrator shall meet with the parties at a mutually agreeable date
15 to review the evidence and hear the testimony relating to the grievance. Upon completion of
16 this review and hearing, the Arbitrator shall render a written decision to both the City and the
17 Association, which decision shall be binding upon the parties.

18 **12.5 Costs:** Both parties shall share equally the costs and expenses of the arbitration proceeding,
19 including a transcript fee when requested by the Arbitrator. Each party shall bear its own costs
20 for the legal counsel selected by it, witnesses and for other out-of-pocket expenses. Testimony
21 and other participation of officers shall not be paid by the City; unless the hearing is scheduled
22 during the officer's regularly scheduled working hours. The arbitration hearing shall be held in
23 the City Hall, or at some other mutually agreeable place.

24 **12.6 Transcript:** Unless requested by the Arbitrator, any party requesting a transcript shall pay
25 the costs thereof.

26 **12.7 Decision of the Arbitrator:** The decision of the Arbitrator, shall be limited to the subject
27 matter of the grievance, and shall be restricted solely to the interpretation of the contract in an
28 area where the alleged breach occurred. The Arbitrator, shall not modify, add to, or delete from

1 the express terms of this Agreement. The decision of the arbitrator shall be final and binding on
2 both parties.

3 **12.8 General Provisions:**

- 4 A. **Time Limits:** Failure of the party to file or appeal the grievance in a timely fashion, as provided
5 herein, shall be deemed a settlement of the grievance. The party who fails to receive a reply
6 in a timely fashion shall have the right to automatically proceed to the next step of the
7 grievance procedure. However, if it is impossible to comply with the time limits specified in
8 this procedure because of work schedules, illness or vacations, these time limits may be
9 extended by mutual agreement of the parties in writing.
- 10 B. **Past Grievances:** Past grievances may not be filed under the provisions of this procedure,
11 and all grievances which bear a filing date which precedes or is the same as the expiration
12 date of the Agreement, must be processed to conclusion under the terms of this procedure.
- 13 C. **Adjustment from Grievance Procedure:** Any adjustments from grievance procedures under
14 this provision shall not be inconsistent with the terms of this Agreement, except as altered
15 by the mutual agreement of the parties in writing.

16

17

Article 13 - No Strike Agreement

18 **13.1** Neither the Association, nor any of its officers, agents or employees will instigate, promote,
19 encourage, sponsor, engage in or condone any strike, slow down, concerted work stoppage, or
20 any other intentional interruption at work during the term of this Agreement. The City agrees
21 not to lock out or prevent employees from performing their duties.

22

23

Article 14 - Employee Benefits

24 **14.1 Sick Leave:**

25 A. **Benefits and Accumulation:** Full-time employees shall receive one-hundred-forty-four (144
26 hours of sick leave for each year of employment and such leave shall be accumulative to one
27 thousand eighty (1,080) hours. Officers are eligible to use sick leave after completion of the
28 first six (6) months of the probationary period.

- 1 B. **Advance Notice:** Sick leave benefits shall begin on the first day of absence and continue until
2 the officer returns to work or has used all his/her accumulated sick leave. Officers who are
3 sick and, therefore, unable to report to work or perform their duties shall notify, or cause
4 his/her supervisor, where reasonable, to be notified of the officer's request for sick leave at
5 least four (4) hours or earlier before the start of the regular shift or assignment, whenever
6 possible. Officers undergoing elective surgery shall give at least one (1) weeks' notice prior
7 to taking sick leave, and shall give their supervisor at least twenty-four (24) hours' notice upon
8 returning to work.
- 9 C. **Disciplinary Action:** Sick leave is to be used only for personal illness or injury and is not to be
10 used for any other purpose except that the employee may use sick days for the care of an ill
11 or injured child or spouse. The City may require an officer requesting or taking sick leave to
12 provide a doctor's statement or other evidence of proof of illness, including a sick leave
13 explanation form. Officers returning to work after three (3) consecutive sick days shall
14 provide the Chief of Police with a doctor's certificate, if requested to do so, indicating the
15 nature and extent of the illness or injury. Officers who abuse sick leave benefits are subject
16 to dismissal.
- 17 D. **Retirement:** Upon reaching retirement, or any permitted extension thereof, unused sick
18 leave, to a maximum of one thousand eighty (1,080) hours, will be credited to the officer on
19 the basis of his/her current salary, and may only be used to purchase prepaid health
20 insurance. At the time of retirement, the unused accumulated sick leave shall be converted
21 to a dollar amount based upon the hourly rate an officer was receiving at the time of
22 retirement, and shall be held in escrow by the City and used to pay monthly insurance
23 premiums until the escrow account is exhausted, or the officer dies. In order to be eligible
24 for this benefit, an officer must meet the following conditions:
- 25 1. An officer shall be considered retiring from the employment of the City if the
26 officer retires from employment with the City, or is forced to retire due to medical
27 disability, and applies for Wisconsin Retirement Fund benefits within thirty (30)
28 days of the last day of work, and is deemed eligible for Wisconsin Retirement Fund

1 benefits.

2 2. The officer does not become employed on a full-time basis elsewhere, and is
3 eligible for health insurance coverage with the new employer.

4 **14.2 Funeral Leave:** Officers shall be granted funeral leave to attend the funeral of a member of
5 the officer's immediate family, if the funeral leave falls on other than his normal day off.
6 Immediate family shall be defined as: Father, Mother, Wife, Husband, Child, Step-Child, Brother,
7 Sister, Father-in-Law, Mother-in-Law, and the grandparents of the employee or the spouse of the
8 employee. **Three (3) days leave**, the day before and the day of burial, shall be granted if the
9 internment occurs within two hundred (200) miles of the City of Tomahawk. **One (1) additional**
10 **day**, the day after burial, shall be given if internment takes place outside a radius of two hundred
11 (200) miles of the City of Tomahawk.

12 **14.3 Vacation:**

13 A. All officers shall receive vacations with pay at the regular rate of pay according to the
14 following schedule:

Vacation	Years of Service
Forty-eight (48) hours	After one (1) year
Ninety-six (96) hours	After two (2) years
One Hundred Forty-four (144) hours	After seven (7) years
One Hundred Ninety-two (192) hours	After twelve (12) years
Two Hundred Forty (240) hours	After twenty (20) years

15
16 B. All priority vacation periods shall be scheduled in advance by May 1st, and the schedule shall
17 be approved by the Chief of Police. Vacations shall be calculated on an annual basis, January
18 1st through December 31st. Employees who have in excess of two (2) weeks' vacation accrual
19 must schedule the excess over two (2) weeks as a priority vacation pick prior to May 1st.

20 C. All vacation requests shall have priority over other paid leave requests, and shall not be
21 denied unless a bona-fide emergency exists. Vacations selected on a seniority basis, prior to
22 May 1st, shall be approved or disapproved no later than thirty (30) days after receipt of the

1 request for time off.

2 **14.4 Insurance:**

3 A. **Retirement:** The City shall contribute its share of WRS as determined by the Employee Trust
4 Funds. All employees shall pay 100% of the employees portion of WRS as determined by the
5 Employer Trust Funds.

6 B. **Life Insurance:** The City shall maintain, at its own expense, a life insurance policy in the
7 amount of twenty thousand dollars (\$20,000.00) on the life of each officer. Wisconsin State
8 Employer's Life insurance may be implemented at the City's expense. No officer shall make
9 any claim against the City for additional compensation in lieu of, or in addition to, the cost of
10 his/her life insurance coverage because he/she does not qualify for such coverage. Upon
11 termination, if there is a cash value to the life insurance policy the benefit shall be paid to the
12 City. If the employee wants to convert the policy to himself/herself, the employee shall pay
13 the cash amount to the City.

14 C. **Health Insurance:**

15 1. The City ninety percent (90%) of insurance premiums for the plans that are offered, the
16 employee shall pay the balance of the premium cost. The city will offer an optional Section
17 125 plan to employees to provide pre-tax deductions for health related out-of-pocket
18 costs.

19 2. No officer shall make any claim against the City for additional compensation in lieu of, or
20 in addition to the cost of his/her health insurance coverage because he/she does not
21 qualify for the family coverage.

22 D. **Dental Insurance:** The Employer agrees to provide Dental Insurance to the employees
23 covered under this agreement through the Dental Insurance Plan offered by the Labor
24 Association of Wisconsin, Inc., and the employee would pay the full premium.

25 **14.5 Longevity:**

26 After completion of two (2) years of continuous service with the City on November 15th, each eligible
27 regular full-time employee shall be entitled to longevity pay on the following basis:

28 – Between 2 Years and 7 Years of Service: Eighteen Dollars (\$18.00) per year for each year the
29 employee has worked for the City.

- 1 – Between 8 Years and 12 Years of Service: Twenty-Eight Dollars (\$28.00) per year for each year
2 the employee has worked for the City.
- 3 – Between 13 Years and 20 Years of Service: Thirty-Eight Dollars (\$38.00) per year for each year
4 the employee has worked for the City.
- 5 – After 21 Years of Service: Forty-Eight Dollars (\$48.00) per year for each year the employee has
6 worked for the City.

7 Longevity pay shall be paid in a lump sum to each eligible employee during the pay period that includes
8 November 15th of each year.

9 Example: An employee hired on May 1st, 2010 would have 14 years of service on November 15th, 2024
10 and would be paid \$532.00 in Longevity Pay (14 Years X \$38.00 per year = \$532.00).

11

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Article 15 - Clothing Allowance

13 **15.1** Initially, upon employment, within thirty (30) days thereof, the City shall pay each officer
14 the sum of \$1,200.00 as a clothing allowance. Thereafter each officer shall receive a \$750.00
15 stipend on the first pay period in January to be used as a clothing allowance.

16

17

Article 16 - Leave of Absence

18 **16.1 Leave Without Pay:** A leave of absence without pay for periods not in excess of six (6)
19 months may be granted at the discretion of the Personnel Committee to any full-time officer,
20 providing said officer does not accept employment elsewhere, or becomes self-employed.

21 **16.2 Accrual of Benefits:** No benefits shall accrue to the officer while taking a leave of absence,
22 except that he shall not lose any previous seniority.

23 **16.3 Re-Employment:** The officer to whom the leave of absence has been granted shall be
24 entitled, at the expiration of the time stated on such leave, be reinstated, if qualified, to a position
25 comparable to that to which he held at the time the leave was granted, if such a position is
26 available within the department. This right to re-employment shall terminate after two (2) years
27 from the date the original leave was granted unless the officer is rehired.

28 **16.4 Request in Writing:** Any request for leave of absence shall be in writing to the Personnel
29 Committee, stating the anticipated starting and ending dates, and the reason for the leave.

1 Requests for reinstatement shall be made to the Personnel Committee in writing.
2 **16.5 Failure to Report to Work:** Any officer taking a leave of absence must report to work within
3 seventy-two (72) hours after being notified by the department that a position is available. Notice
4 shall be given by personal service, registered or certified mail, or telegram to their last known
5 address. Individuals shall be responsible to ensure the department has their last address.

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Article 17 - Worker's Compensation

8 **17.1** Any officer who sustains an injury while performing within the scope of his/her employment,
9 as provided by Chapter 102 of the Wisconsin Statutes, (Worker's Compensation), may continue
10 to receive full pay by requesting the City to pay the difference between his/her regular net pay
11 and his/her Worker's Compensation payments for the period of time of injury under the following
12 conditions:

- 13 A. The officer must have accrued, unused sick leave or vacation benefits to be eligible to receive
14 payments. However, only the specific time needed to convert sick leave or vacation benefits
15 to make up the difference between regular net pay and Worker's Compensation pay shall be
16 deducted from the officer's sick leave or vacation bank.
- 17 B. If the officer has accrued, unused sick leave or vacation benefits, the officer must contact the
18 Chief, in writing, requesting that the City pay the difference between Worker's Compensation
19 benefits and the officer's regular net pay.
- 20 C. The officer must substantiate, to the City's satisfaction, actual receipt and amount of each
21 Worker's Compensation payment.
- 22 D. The City shall deduct from accumulated sick leave or vacation benefits the actual time needed
23 to generate sufficient money to make up the difference between the Worker's Compensation
24 payments and the amount of the officers regular net pay.
- 25 E. When sick leave benefits and vacation benefits have been exhausted, the officer shall only
26 receive Worker's Compensation payments.

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Article 18 - Severability

18.1 If any Article or part of this Agreement is held to be invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or part.

Article 19 - Disciplinary Procedure

19.1 Employees may be disciplined, up to and including discharge, for just cause.

19.2 Discipline shall be processed pursuant to Section 62.13(5), Wis. Stats., in the event of the issuance of discipline against an employee. The employee may seek to review the disciplinary action by following the procedures contained in 62.13(5), Wis. Stats. The employee shall present such appeal within ten (10) days of receipt of the notice of disciplinary action.

Article 20 - Amendments

20.1 This Agreement constitutes the entire Agreement between the parties and no verbal statement or procedure, past or present, shall supersede any of its provisions. Any amendments or agreements supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Article 21 - Legal Defense

21.1 The City shall authorize the City Attorney, or provide other legal counsel, to defend any officer in any lawsuit commenced against the officer arising out of any acts he/she performed, or failed to perform, in the scope of his/her employment, provided the officer was acting in good faith at the time such action was taken. Any judgment obtained in any suit against any officer as provided in this Article shall be paid by the City, provided the City defended said action. Civil rights violations will be covered only to the extent of coverage in the applicable insurance policy(s).

1 **Article 22 - Safety**

2 **22.1** Both parties to this Agreement hold themselves responsible for the mutual cooperative
3 enforcement of the safety of all persons and property.

4 **22.2** Should an employee complain that his/her work requires him/her to be an unsafe or
5 unhealthy situation, in violation of acceptable safety rules, the matter shall be reported
6 immediately to the Chief of Police. If the matter is not adjusted satisfactorily, the complaint shall
7 be processed according to the Grievance Procedure of this Agreement.

8 **22.3** No employee shall be allowed to smoke while in City vehicles or on City property.
9

10 **Article 23 - Residency**

11 **23.1** Bargaining unit employees shall be required to reside within fifteen (15) miles from the
12 jurisdictional boundaries of the City of Tomahawk.
13

14 **Article 24 - Duration**

15 **24.1** This Agreement, which the City and the Association each hereby accept as binding upon
16 them, shall become effective as of January 1, 2025 and shall remain in effect for a period of three
17 years, through December 31, 2027. This Agreement shall remain in full force and effect until
18 replaced by a successor agreement.
19

20 **Article 25 - Negotiations Timetable**

21 **25.1** Negotiations for any change to this Agreement shall be processed according to the following
22 schedule:

23 *Step 1* The Association shall advise the City of its desire to re-open negotiations, in writing, to
24 the City Clerk's office by **August 15th**;

25 *Step 2* The parties will select a mutual date to exchange proposals by **September 15th**;

26 **25.2** This timetable is subject to adjustment by mutual agreement of the parties.

27 This Agreement dated the ____ day of _____, 2024, and signed by the
28 aforementioned members of the City and the Association.
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City of Tomahawk

Steven E. Taskay, Mayor

Amanda L. Bartz, Clerk/Treasurer

**City of Tomahawk Professional
Police Association**

Brett Susa, President

, Labor Consultant

Appendix "A"
Patrolman Hourly Rates

	Jan 1, 24 3.25% (Current)	Jan 1, 2025 2.00%	July 1, 2025 3.00%	Jan 1, 2026 2.00%	July 1, 2026 3.00%	Jan 1, 2027 2.00%	July 1, 2027 2.00%
Upon Hire	\$25.36	\$25.87	\$26.64	\$27.18	\$27.99	\$28.55	\$29.12
After 3 Years	\$28.59	\$29.16	\$30.04	\$30.64	\$31.56	\$32.19	\$32.83
After 5 Years	\$31.87	\$32.51	\$33.48	\$34.15	\$35.18	\$35.88	\$36.60

Note: All wage calculations are based upon 2,188 hours per year.
Sunday Pay: \$22.00/Sunday worked

AMENDMENT TO THE AGREEMENT

THIS AMENDMENT to the Agreement (the “Amendment”) is entered into effective as of January 1st, 2025 by and between Republic Services Environmental Solutions III, LLC (Formerly Eagle Waste and Recycling, Inc.) and City of Tomahawk, Wisconsin (“Municipality”).

A. The parties entered into that certain Solid Waste Removal Services and Disposal Agreement effective 1st day of January, 2021, pursuant to which Republic provides Solid waste Removal Services and Disposal services to Municipality.

B. The parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that the Agreement is amended as follows:

1. Adoption within the Solid Waste and Recyclable Collection Service Agreement of the separate contracts held for commercial services to the City of Tomahawk at current rates & subject to annual increase per contract each January = CPI, including services to:

Acct Name	Acct Number	Address	Services	Monthly Rates
City of Tomahawk St Containers	12373	Wisconsin Ave.	(6) hand pick containers weekly (3-4 bags)	\$12.36 each
City of Tomahawk WWTP	12376	Dean Rd.	(2) 96 G REC carts E2W, (1) 2 yd MSW on-call, (1) 2 yd. MSW weekly	96 G = \$37.08, On-call = \$89.61, Scheduled 2 yd = \$89.61
City of Tomahawk Senior Center	12357	113 S. Tomahawk Ave	(1) 96 G MSW weekly, (1) 96 G REC E2W	MSW = \$71.07, REC = 37.08
City of Tomahawk (water dept)	114567	102 Waterworks Rd.	(1) 48 G MSW weekly, (1) 96 G REC E2W	MSW = \$71.07, REC = 37.08
City of Tomahawk City Hall	12372	23 N. 2nd St.	(1) 96 G MSW weekly, (1) 96 G REC E2W	MSW = \$71.07, REC = 37.08
City of Tomahawk Fire Dept	12375	100 N Tomahawk Ave.	(1) 96 G MSW weekly	\$0.00
City of Tomahawk Garage	12374	415 W. Spirit Ave.	(3) 8 yd MSW - Weekly, (1) 8 yd REC E4W, 8 yard on-call rate (seasonal & customer owned containers)	MSW = \$234.51, REC \$0.00, MSW On-call rate = \$250.00
City of Tomahawk Kwahamot Park	12829	100 Deer Park rd.	(1) 4 yd MSW weekly (May-September)	\$175.00
City of Tomahawk Police Dept	12371	219 W. Somo Ave.	(1) 48 G MSW weekly, (1) 96 G MSW weekly	MSW = \$0.00, REC= \$0.00
City of Tomahawk Pride Park	17063	523 W. Somo Ave.	(1) 96 G REC weekly (May-September)	96 G REC = \$74.16

2. Pg. 5 – Section 9: Contractors rates effective January 1st, 2025 for the residential collection of MSW & Recycling, rates will then then be subject to the Contract CPI language thereafter beginning January 2026 for the remaining term of the Contract

MSW = \$8.95/month per home - Recycle = \$5.88/month per home

3. Pg. 2 – Paragraph 5: Addition of language regarding disposal to Lincoln County Landfill to include: “Contractor will notify the Municipality if the residential MSW volume collected is not being taken to Lincoln County Landfill for disposal, with an explanation of why.

The Parties agree that

4. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

5. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the second date set forth below.

City of Tomahawk

**Republic Services Environmental
Solutions III, LLC**

By: _____

By: _____

Name: _____

Name: Ken Maxey

Title: _____

Title: General Manager

Date: _____

Date: _____