



VILLAGE OF MENOMONEE FALLS NOTICE OF PUBLIC MEETING

www.menomonee-falls.org

BOARD OF TRUSTEES MEETING Menomonee Falls Village Hall, Room 2245 W156N8480 Pilgrim Road, Menomonee Falls, WI Monday, May 5, 2025, 6:30 p.m.

This meeting is being streamed live via the Village's website at www.menomonee-falls.org and broadcast on local cable station 25. The recorded version is available on the website and will be rebroadcast on channel 25 the following week on Wednesday, Friday and Sunday at 7:00 a.m., 12 noon, 7:00 p.m., and 12 midnight. The Village Hall Phone Number is 262.532.4200

1. Call to Order

Announcement: Public Comment Forms must be submitted prior to the beginning of the Public Comment Period.

2. Pledge of Allegiance

3. Roll Call

4. Reports and Presentations

a. Fire Department quarterly report by Fire Chief Joe Pulvermacher

b. 2025 Spring Brush Pick-Up Presentation - Thomas M. Hoffman, PE, Director of Engineering & Development

5. Consent Agenda: Items listed under consent agenda will be approved in one motion without discussion unless any Board member requests that an item be removed for individual discussion. That item then can be considered at an appropriate time during the Board's regular order of business or under New Business.

a. Application for Successor of Agent from Marcus Cinemas of Wisconsin, LLC, for Menomonee Falls Cinema located at W180N9393 Premier Ln., LaMarvon Jackson - New Agent for the 2024-2025 Class "B" Fermented Malt Beverage and "Class B" Liquor License. (No Police Concerns)

- b. Application for a 2024-2025 Class "B" Fermented Malt Beverage and "Class B" Liquor License from Playa Grande Tacos Y Tequila LLC, Jose Valencia - Agent, for Playa Grande Tacos Y Tequila located at W186N9515 Bancroft Dr. subject to Fire Department, Building Department, Planning Department & Health Department Approvals. (New Licensee) (No Police Concerns)
- c. Approval of minutes from previous meetings held on March 17, 2025, April 7, 2025 and April 21, 2025.

6. Public Comment

The Village Board of Trustees will hold a Public Comment period for the purpose of allowing the non-elected general public the opportunity to address the Board regarding any matter that involves the Village government or matters over which the Board of Trustees has authority to take action; and that is not the topic of a current or previous public hearing before the Village Board. Campaigning for elected office shall not be allowed during the Public Comment period. Public Comment is limited to persons who submit the Public Comment Form prior to the beginning of the Public Comment Period and have been called to the podium by the Village President. When called by the Village President, each person may speak from the podium for a maximum of 3 minutes. The Board will only receive comments during the Public Comment Period and Trustees shall not respond to or debate matters raised during the Public Comment Period. Personal attacks are prohibited and comments shall be directed to the entire Board. Clapping, booing, profanity, obscenity, and other disorderly behaviors are also prohibited.

- 7. Public Hearings: All persons interested in making comments about any of the public hearing items will be heard. Formal petitions and written comments regarding any of the public hearing items may be submitted tonight. During the public hearing(s), if you wish to be heard, the Village Board of Trustees asks that you begin by stating your name and address, speak for no more than three minutes and attempt to avoid duplication. Each person speaking at the public hearing must complete a Public Hearing Appearance form before speaking and hand it to the Village Clerk after they have spoken. Forms are available on the table located at the back of the room.
- a. A Public Hearing to consider the Plan Commission's recommendation regarding the request of Corbin Terlip of Milbrew Holdings for 7 Brew Coffee Shop to rezone land located at N82W15449 Appleton Avenue, identified by Tax Keys 004.3996 and 004.3996.007, from the C-1 Neighborhood Business District to the C-1 Neighborhood Business District with the OC-5 Commercial Service Overlay District for a coffee shop.

Action Item:

Ordinance rezoning the land located at N82W15449 Appleton Avenue, identified by Tax Keys 004.3996 and 004.3996.007, from the C-1 Neighborhood Business District to the C-1 Neighborhood Business District with the OC-5 Commercial Service Overlay District for a coffee shop.

Committee and Commission Reports:

- 8. General Government Committee - Discussion and possible action on the following items:
 - a. Approval of the Collective Bargaining Agreement effective January 1, 2025 to December 31, 2027 between the Village of Menomonee Falls and the International Association of Firefighters Local 3879.

9. Utilities and Public Works Committee - Discussion and possible action on the following items:
 - a. Approval of the Award of Contract for the Pedestrian Bridge Replacement Project in Rotary Park & Lime Kiln Park, Project #64080.
10. Convene into Closed Session
 - a. Convene into Closed Session with the Village Manager and Village Attorney in the Village Board Room (Room #2245) pursuant to Wisconsin Statutes § 19.85(1)(c) for purposes of a performance review and goal setting for the Village Manager in regards to the 2026 operating and capital budgets of the Village.
11. Reconvene into Open Session Pursuant to Wisconsin Statutes 19.85(2) and adjourn.
12. Adjournment

THIS AGENDA IS SUBJECT TO REVISION

Members of other Village committees, boards, commissions and authorities may attend and participate at this meeting, but will not take official action unless the notice so provides.

No qualified individual with a disability shall, by reason of that disability, be excluded from participation in or be denied benefits of the services, programs, or activities of the Village of Menomonee Falls, or be subject to discrimination by the Village. If you are disabled and require special accommodation, please advise the Village Clerk's Office at (262) 532-4200 no later than 5 days before the scheduled meeting or activity.



Village Board - Regular

4. a.

Meeting Date: 05/05/2025

Topic: Fire Department Quarterly Report

From: Mark Fitzgerald, Village Manager

Department: Administration

Presenter: Fire Chief Joe Pulvermacher

Information

Subject:

Fire Department quarterly report by Fire Chief Joe Pulvermacher.

Background Information:

Key Issues for Consideration:

Action By Committee or Village Board:

Attachments

No file(s) attached.



Village Board - Regular

4. b.

Meeting Date: 05/05/2025

Topic: Spring Brush Pick-Up Presentation

From: Tom Hoffman, Director of Engineering & Development

Department: Engineering Services

Information

Subject:

2025 Spring Brush Pick-Up Presentation - Thomas M. Hoffman, PE, Director of Engineering & Development

Background Information:

2025 Village of Menomonee Falls Spring Brush Pick-up Program

The deadline for placing brush in the terrace area is SUNDAY, MAY 11TH. The Public Works Department will begin brush pick-up operations on Monday, May 12th. It may take approximately 3 to 5 weeks to collect all the brush placed along Village roadways. A schedule for brush pick-up is not available due to the unknown number of participants in this program and the unknown volume of brush that will be placed at each residence.

- Brush materials acceptable for Village pick-up include branches up to six inches in diameter, cut to a maximum length of four feet.
- Brush must be placed on the terrace area (between the curb and sidewalk). In areas without curb, the brush should be placed on the grass area adjacent to the street pavement or adjacent to driveway entrances.
- ALL AREAS SHOULD HAVE BRUSH PLACED PARALLEL TO THE ROAD.
- For safety reasons NO brush may be placed on the street pavement.
- PLEASE NOTE: Yard waste, including grass clippings, leaves and garden debris WILL NOT be picked up.
- NO stumps, roots or shrubs with intact root balls will be picked up.
- Any yard waste that is mixed in with your branches WILL NOT BE PICKED UP.
- Brush in containers WILL NOT be picked up, as too often there is yard waste in the bottom of the container. We encourage you to use your Yard Waste Permit and take yard waste debris to the Orchard Ridge Landfill.
- Waste Management Yard Waste Drop-Off Opened to Residents beginning on Saturday, April 6th. Yard Waste Permits were mailed out in February.
- Standard hours of operation are: Monday - Friday from 6:30am to 4pm, and Saturdays from 7am to 11:45 am.

Key Issues for Consideration:

Action By Committee or Village Board:

Attachments

2025 Spring Brush Pickup Presentation 1

Spring Brush Pick-Up 2025

Deadline to place brush for pick-up

SUNDAY, MAY 11th





Spring Brush Pick-Up 2025

Branches up to **6 inches in diameter**, cut to maximum **4 foot lengths**.

Place brush in the Terrace Area parallel to the curb, or parallel to the shoulder in non curb areas.

DO NOT PLACE BRUSH IN THE STREET



Spring Brush Pick-Up 2025

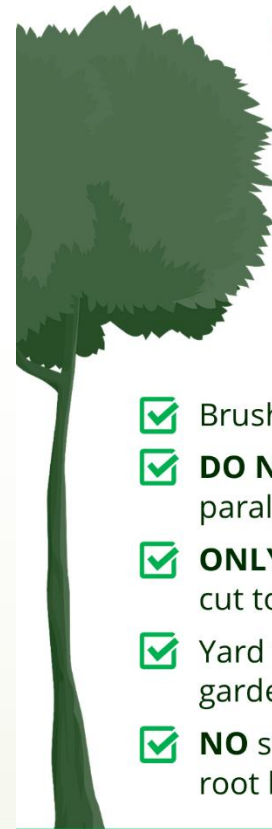


Spring Brush Pick-Up 2025



Spring Brush Pick-Up 2025

- No stumps, roots or shrubs with intact root balls.
- Yard Waste will not be picked up. No grass clippings, leaves, garden debris, etc.
- Do not mix yard waste in with brush. It will not be picked up.
- Brush should **NOT** be placed in containers of any kind.



VILLAGE OF MENOMONEE FALLS

BRUSH COLLECTION

SPRING 2025

- ✓ Brush **MUST BE** to the curb by **May 11**
- ✓ **DO NOT** place brush in the street; place parallel to the curb or roadway
- ✓ **ONLY** branches up to 6" in diameter, cut to a max of 4 feet in length
- ✓ Yard waste (grass clippings, leaves, and garden debris) **WILL NOT** be collected
- ✓ **NO** stumps, roots, or shrubs with intact root balls will be picked up

QUESTIONS? CONTACT PUBLIC WORKS AT:

☎ (262) 532-4700

✉ pw@menomonee-falls.org

Spring Brush Pick-Up 2025

➤ NO Invasive Species

- Common Buckthorn
- Honeysuckle, etc.
- www.dnr.wi.gov



Spring Brush Pick-Up 2025

MacArthur Drive Wood Chip Mulch





Brush Drop-off 2025

Brush Drop-off ONLY

Dispose of Yard Waste at the Orchard Ridge Composting Facility on County Line Road (N96 W13073)

Yard Waste Drop-Off Opened to Residents began on Saturday, April 5th.

- **Free Yard Waste Permit** issued to every residence in early February.
- 35 visits to the composting facility allowed under the free permit – One Visit per Day
- Limit of ONE CUBIC YARD of material per visit (7 – 30 gallon bags)
- Over 1 yard or over 35 visits - Charge of 1 ½ cents per pound with \$3.00 minimum. Credit cards are the only form of payment. **No cash or checks.**
- Permit holder must reside at the address listed on permit (Residential Use Only).
- Resident must present ID along with the permit to the scale house attendant.
- Standard hours of operation are: Monday - Friday from 6:30am to 4pm, and Saturdays from 7am to 11:45 am.



Menomonee Falls



2025 Yard Waste Permit

N96W13073 County Line Rd

M-F: 6:30am – 4:00pm Sat: 7am – 11:45am

262-253-8620 Ext. Scalehouse

Closed Holidays

PLEASE READ CAREFULLY

Guidelines for permit use:

- For residential use only. Only one permit issued per household, per year (35 free visits).
- **Only one FREE visit per day.**
- Residents must bring in their own yard waste.
- Stumps and large logs over 6" in diameter will have a fee of \$0.015 per pound with a \$3.00 minimum. Please put this material in dumpsters, NOT yard waste piles.
- Contractors/businesses **CANNOT** use residential permits.
- Contractors will be charged the business yard waste rate. Please call 262-509-5628 for business rates.
- **Credit Cards are the only acceptable form of payment.**
- All fees must be paid at the time of disposal.

The permit holder must:

- Reside at the address on this permit and match the address on the driver's license or other ID presented.
- Present this permit in person.

Upon entering the facility, the attendant at the scale house will date stamp your permit. No drive-bys.

PERMIT VALID:

April 5th through December 6th, 2025

Authorized Signature:

Mark Fitzgerald, Village Manager

Spring Brush Pick-Up 2025

No Schedule Available

- Unknown number of participants.
- Unknown volume of brush at each residence.
- Estimate 3 to 5 weeks.





Spring Brush Pick-Up 2025

**Brush must be put out by Sunday, May 11th, 2025
for pick-up by the Village beginning on May 12th.**

- If you miss the deadline and place brush out after our crews have completed pick-up on your street, or
- If you mix yard waste in with your brush, or
- If you place your brush in a bag or container,

You will be issued a notice to remove your brush and/or yard waste from the street right of way and you must properly dispose of it on your own.



Spring Brush Pick-Up 2025

Thank you for your
cooperation.

Questions?





Village Board - Regular

5. c.

Meeting Date: 05/05/2025
Topic: Approval of Meeting Minutes
From: Kadie Butteris, Deputy Village Clerk
Department: Clerk Services
Date of Village Board 05/05/2025
Action (if required):

Information

Subject:

Approval of minutes from previous meetings held on March 17, 2025, April 7, 2025 and April 21, 2025.

Background Information:

Key Issues for Consideration:

Action By Committee or Village Board:

Approval of minutes from previous meetings held on March 17, 2025, April 7, 2025 and April 21, 2025.

Attachments

3.17.25 Committee of the Whole Draft Minutes
3.17.25 Village Board Draft Minutes
4.7.25 Village Board Draft Minutes
4.21.25 Village Board Draft Minutes

DRAFT

Village of Menomonee Falls, Wisconsin

COMMITTEE OF THE WHOLE MEETING

MINUTES

Monday, March 17, 2025

Trustee Paul Tadda called the meeting to order at 5:00 p.m.

Present: Village President Jeremy Walz; Trustee Katie Kress; Trustee Ann Lessila; Trustee Steve Taggart; Trustee Paul Tadda; Trustee Joel Stueland

Absent: Trustee Brad Jubber

Staff Present: Village Manager Mark Fitzgerald; Village Attorney Adam Koenings; Director of Engineering and Development Thomas Hoffman; Village Clerk Amy Dishinger; Planning Manager and Zoning Administrator Amy Bennett; Village Planner Tyler Zwagerman

Presentation of the Final Draft of the 2025-2030 Comprehensive Outdoor Recreation Plan (CORP).

Presentation was given by Brian Wiedenfeld of MSA Professional Services, Inc. of the

ADJOURNMENT

Motion by Trustee Katie Kress, second by Trustee Ann Lessila to adjourn.

Vote: 6 - 0 Motion Carried

The Committee of the Whole adjourned at 5:28 p.m.

Minutes transcribed by Amy Dishinger, Village Clerk

Minutes approved on (date)

DRAFT

Village of Menomonee Falls, Wisconsin

BOARD OF TRUSTEES MEETING

MINUTES

Monday, March 17, 2025

Village President Jeremy Walz called the meeting to order at 6:30 p.m. The Pledge of Allegiance was recited.

Present: Village President Jeremy Walz; Trustee Katie Kress; Trustee Ann Lessila; Trustee Joel Stueland; Trustee Steve Taggart; Trustee Paul Tadda

Absent: Trustee Brad Jubber

Staff Present: Village Manager Mark Fitzgerald; Village Attorney Adam Koenings; Village Clerk Amy Dishinger; Director of Engineering and Development Tom Hoffman; Police Chief Mark Waters; Deputy Village Clerk Kim Chavie; Director of Human Resources Andrea Mohr; Chief of Police Mark Waters; Village Planner Tyler Zwaggerman

REPORTS AND PRESENTATIONS

Presentation of the 2024 Development & Community Status Report.

The presentation was given by Tyler Zwagerman, Village Planner.

CONSENT AGENDA

Motion by Trustee Joel Stueland, second by Trustee Steve Taggart to approve the consent agenda as listed.

Bill Approval for February 2025 in the amount of \$27,689,917.35.

Application for a Six Month Class "B" Fermented Malt Beverage License for Menomonee Falls Baseball Group, Inc, Terry Fitzsimmons – Agent, at Trenary Field located at W156N8600 Pilgrim Road subject to Building Department and Health Department Approvals. (No Police Concerns)

Application for an Unenclosed Premise Permit for Menomonee Falls Baseball Group, Inc located at W156N8600 Pilgrim Road on April 15, 2025 through October 15, 2025. (No Police Concerns)

Application for a Temporary Class "B" Fermented Malt Beverage License for Falls Angels at Oakwood Park Located at Dennis Droese Drive on May 23, 2025 through May 25, 2025. (No Police Concerns)

Application for a Temporary Class "B" Fermented Malt Beverage License for Falls Angels at Willowood Park Located at W151N5476 Badger Drive on May 23, 2025 through May 25, 2025. (No Police Concerns)

Application for an Unenclosed Premise Permit for Falls Angels (Oakwood Park) located on Dennis Droese Drive on May 23, 2025 through May 25, 2025. (No Police Concerns)

Application for an Unenclosed Premise Permit for Falls Angels (Willowood Park) located on Badger Drive on May 23, 2025 through May 25, 2025. (No Police Concerns)

Application for an Unenclosed Premise Permit for the Menomonee Falls Downtown, Inc located at N88W16447 Main Street on August 9, 2025. (No Police Concerns)

Application for a 2025 Class "B" Fermented Malt Beverage License from Pickleball Sports, LLC, Douglas Reigle - Agent, for Pickleball Kingdom located at N58W14900 Shawn Cir. subject to Fire Department, Building Department & Health Department Approvals. (New Licensee) (No Police Concerns)

Vote: 6 - 0 Motion Carried

PUBLIC COMMENT

Village President Walz opened the public comment portion of the meeting. The following individuals spoke. (The subject listed on the public comment form is stated after the name and address of the individual who spoke. All individuals have Menomonee Falls addresses unless otherwise noted.)

Paul Schmidt, W143N6582 Aspen Dr. - Subject: Mountain Bike Trails as Part of the 2025-2030 Comprehensive Outdoor Recreation Plan
Comments: In favor of the mountain bike trails presented in the comprehensive plan that has been submitted. Schmidt described how mountain biking has a positive impact to the youth that participate. He stated it is a quiet sport that has a low impact on the land and the environment.

There was no one else present wishing to speak during public comment. Public Comment was closed at 7:08 p.m.

COMMITTEE AND COMMISSION REPORTS:

UTILITIES AND PUBLIC WORKS COMMITTEE

Resolution for the authorization of the submittal of an Outdoor Recreation Grant for the Pershing Avenue Trail Connection to the Bugline Recreation Trail.

Motion by Trustee Katie Kress, second by Trustee Steve Taggart to approve of a Resolution for the authorization of the submittal of an Outdoor Recreation Grant for the Pershing Avenue Trail Connection to the Bugline Recreation Trail. (Resolution No. 1473-R-25)

Vote: 6 - 0 Motion Carried

Award of Contract for the 2025 Asphalt Paving Program, Project No 41259-3.

Motion by Trustee Katie Kress, second by Trustee Steve Taggart to approve an Award of Contract for the 2025 Asphalt Paving Program, Project No 41259-3 to Stark Pavement Corporation in the amount of the bid amount of \$1,369,447.72 with Alternate #1 amount of \$127,753.48 for a Total Award of \$1,497,201.20.

Vote: 6 - 0 Motion Carried

Award of Contract for the 2025 Sealcoating & Flex Patching Program, Project No 41259-1.

Motion by Trustee Katie Kress, second by Trustee Steve Taggart to approve of an Award of Contract for the 2025 Sealcoating & Flex Patching Program, Project No 41259-1 to Struck & Irwin Paving, Inc. in the total base bid of \$443,684.50 with Alternate Bid #1 in the amount of \$169,509.28 for a Total Award of \$613,193.78.

Vote: 6 - 0 Motion Carried

NEW BUSINESS

Resolution Approving the 2025-2030 Comprehensive Outdoor Recreation Plan (CORP).

Motion by Trustee Paul Tadda, second by Trustee Joel Stueland to approve of a Resolution Approving the 2025-2030 Comprehensive Outdoor Recreation Plan (CORP). (Resolution No. 1474-R-25)

Vote: 6 - 0 Motion Carried

Convene into Closed Session pursuant to Wisconsin Statutes § 19.85(1)(e) in the Village Board Room (Room #2245) to discuss with Village Staff the negotiation strategy to be adopted by the Village in regard to:

- **Negotiations for a collective bargaining agreement with the Menomonee Falls Police Association, Local 313.**
- **Negotiations for a collective bargaining agreement with the International Association of Firefighters, Local 3879.**

Motion by Trustee Steve Taggart, second by Trustee Joel Stueland to Convene into Closed Session pursuant to Wisconsin Statutes § 19.85(1)(e) in the Village Board Room (Room #2245) to discuss with Village Staff the negotiation strategy to be adopted by the Village in regard to:

- Negotiations for a collective bargaining agreement with the Menomonee Falls Police Association, Local 313.
- Negotiations for a collective bargaining agreement with the International Association of Firefighters, Local 3879.

Vote: 6 - 0 Motion Carried

Reconvene into Open Session Pursuant to Wisconsin Statutes 19.85(2) and adjourn.

ADJOURNMENT

Motion by Trustee Steve Taggart, second by Trustee Joel Stueland to adjourn.

Vote: 6 - 0 Motion Carried

The Village Board Meeting adjourned at 8:17 p.m.

Minutes transcribed and submitted by Amy Dishinger, Village Clerk
Minutes approved on _____, 2025

DRAFT

Village of Menomonee Falls, Wisconsin

BOARD OF TRUSTEES MEETING

MINUTES

Monday, April 7, 2025

Village President Jeremy Walz called the meeting to order at 6:30 p.m. The Pledge of Allegiance was recited.

Present: Village President Jeremy Walz; Trustee Brad Jubber; Trustee Ann Lessila; Trustee Steve Taggart; Trustee Joel Stueland; Trustee Paul Tadda

Absent: Trustee Katie Kress

Staff Present: Village Manager Mark Fitzgerald; Village Attorney Adam Koenings; Director of Engineering and Development Tom Hoffman

CONSENT AGENDA

Motion by Trustee Joel Stueland, second by Trustee Steve Taggart to approve the consent agenda as written.

Approval of a Producer Full-Service Retail Sales Application submitted by Hop Yard Ale Works, LLC for premises located at N88W16521 Main St.

Application for Successor of Agent from Mega Marts, LLC, for Metro Market #892 located at N95W18351 County Line Rd., Renee Weak - New Agent for the 2024-2025 Class "A" Fermented Malt Beverage and "Class A" Liquor License.

Application for an Unenclosed Premise Permit for the Knights of Columbus 4240 (Mill Pond Park and Main St between Appleton Ave and Water St) located at W164N9161 Water St. on May 24, 2025. (No Police Concerns)

Application for a Temporary Class "B" Fermented Malt Beverage License for the Lucky Ducky Derby and Falls Memorial Fest from the Knights of Columbus at Mill Pond Park and Main St., between Appleton Ave. and Water St. on May 24, 2025. (No Police Concerns)

Application for an Unenclosed Premise Permit for the Menomonee Falls Downtown, Inc located at N88W16447 Main Street on May 24, 2025. (No Police Concerns)

Application for a Change in Premise for Wanaki Golf Course, located at N50W20830 Lisbon Road, for an expansion to an existing building for the 2024-2025 licensing period. (No Police Concerns)

Application for an Unenclosed Premise Permit for the Friends of Old Falls Village, Inc. at Old Falls Village Park located at N96W15791 County Line Road, per dates attached. (No Police Concerns)

Application for a Temporary Class "B" Fermented Malt Beverage License for the Friends of Old Falls Village, Inc. at Old Falls Village Park located at N96W15791 County Line Road, per dates attached. (No Police Concerns)

Vote: 6 - 0 Motion Carried

PUBLIC COMMENT

Village President Walz opened the public comment portion of the meeting. The following individuals spoke. (The subject listed on the public comment form is stated after the name and address of the individual who spoke. All individuals have Menomonee Falls addresses unless otherwise noted.)

Sandra Seymour, N56W12974 Silver Spring Rd. - Subject: WPSC new transmission line destroying my home. Village Hall Officials don't appear to know much about.
Comments: Seymour was informed by the Public Service Commission about a transmission line project that may be near her home. Seymour is not clear about what the words near mean in regards to how it will impact her home. Seymour's son found online that on the website map of the American Transmission company that the line looks to be proposed to go through their kitchen. Seymour was inquiring of the Village Board what they knew of the project.

There was no one else present to speak during public comment.

COMMITTEE AND COMMISSION REPORTS

PLAN COMMISSION

Resolution creating Tax Incremental District No. 19, approving its project plan and establishing its boundaries.

Motion by Trustee Paul Tadda, second by Trustee Joel Stueland to approve a Resolution creating Tax Incremental District No. 19, approving its project plan and establishing its boundaries. (Resolution No. 1475-R-25)

Vote: 6 - 0 Motion Carried

GENERAL GOVERNMENT COMMITTEE

Approval of Old Falls Village Ground Lease agreements:

- **Ground Lease by and between the Village of Menomonee Falls and the Menomonee Falls Historical Society**
- **Ground Lease by and between the Village of Menomonee Falls and the Friends of Old Falls Village, Inc.**

Motion by Trustee Paul Tadda, second by Trustee Brad Jubber to approve of the Old Falls Village Ground Lease agreements:

- Ground Lease by and between the Village of Menomonee Falls and the Menomonee Falls Historical Society
- Ground Lease by and between the Village of Menomonee Falls and the Friends of Old Falls Village, Inc.

Vote: 6 - 0 Motion Carried

UTILITIES AND PUBLIC WORKS COMMITTEE

Award of Contract for the MacArthur Drive Water Main Relay Project from Village Hall Property to Patricia Place, Project No. 72098.

Motion by Trustee Steve Taggart, second by Trustee Joel Stueland to approve awarding of Contract for the MacArthur Drive Water Main Relay Project from Village Hall Property to Patricia Place, Project No. 72098.

Vote: 6 - 0 Motion Carried

Award of Contract for the Elmwood Drive Water Main Relay & Town Hall Road Storm Sewer Project No. 72099 & 41258.

Motion by Trustee Steve Taggart, second by Trustee Joel Stueland to approve awarding of Contract for the Elmwood Drive Water Main Relay & Town Hall Road Storm Sewer Project No. 72099 & 41258.

Vote: 6 - 0 Motion Carried

Award of Contract for 2025 Curb, Gutter and Sidewalk Construction, Project No. 41256 & 41257.

Motion by Trustee Steve Taggart, second by Trustee Joel Stueland to approve awarding of Contract for 2025 Curb, Gutter and Sidewalk Construction, Project No. 41256 & 41257.

Vote: 6 - 0 Motion Carried

ADJOURNMENT

Motion by Trustee Steve Taggart, second by Trustee Brad Jubber to adjourn.

Vote: 5 - 1 Motion Carried

Board of Trustees Meeting Minutes

April 7, 2025

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Nay: Trustee Steve Taggart

Village Board adjourned at 6:55 p.m.

Minutes transcribed and submitted by Kadie Jo Butteris, Deputy Village Clerk

Minutes approved on _____, 2025

DRAFT

Village of Menomonee Falls, Wisconsin

BOARD OF TRUSTEES MEETING

MINUTES

Monday, April 21, 2025

Village President Jeremy Walz called the meeting to order at 6:30 p.m. The Pledge of Allegiance was recited.

Present: Village President Jeremy Walz; Trustee Katie Kress; Trustee Ann Lessila; Trustee Matthew Hayes; Trustee Paul Tadda

Absent: Trustee Brad Jubber; Trustee Joel Stueland

Staff Present: Village Manager Mark Fitzgerald; Village Attorney Adam Koenings; Village Clerk Amy Dishinger; Director of Engineering and Development Tom Hoffman; Police Chief Mark Waters

REPORTS AND PRESENTATIONS

Police Department Quarterly Report

Report was given by Mark Waters, Police Chief.

Presentation on the following topics:

- **Sixth Annual Waste Management Curbside Bulk Item Collection Event Scheduled for May 5 through May 9, 2025**
- **The 16 Annual Menomonee Falls River Cleanup Event Scheduled for Saturday, April 26, 2025**
- **Arbor Day/Bird City Observance Event on Friday, April 25, 2025 at 10:00 a.m. at John Taylor Park**

The presentation was given by Director of Engineering and Development, Tom Hoffman.

CONSENT AGENDA

Motion by Trustee Katie Kress, second by Trustee Ann Lessila to approve the consent agenda as written.

Approval of minutes from previous meetings held on March 3rd, 2025.

Resolution Establishing April 25, 2025 as Arbor Day in the Village of Menomonee Falls.
(Resolution No. 1476-R-25)

Resolution Establishing April 25, 2025 as World Migratory Bird Day in the Village of Menomonee Falls. (Resolution No. 1477-R-255)

Application for an Unenclosed Premise Permit for the Belly Up Bar (Parking Lot) located at N88W18384 Christman Rd. for August 9, 2025. (No Police Concerns)

Application for an Unenclosed Premise Permit for Abler's Whiskey Corners (Parking Lot) located at W220N6410 Townline Rd. for June 21, 2025. (No Police Concerns)

Application for Successor of Agent from Pilgrim Spring Gas, LLC, for Karl's Country Mart located at N56W15654 Silver Spring Dr., Kevin Glendinning - New Agent for the 2024-2025 Class "A" Fermented Malt Beverage and "Class A" Liquor License. (No Police Concerns)

Application for Successor of Agent from Karl's Country Market, Inc., for Karl's Country Market located at W156N5645 Pilgrim Rd., Kevin Glendinning - New Agent for the 2024-2025 Class "A" Fermented Malt Beverage and "Class A" Liquor License. (No Police Concerns)

Application for a 2024-2025 Class "B" Fermented Malt Beverage and "Class B" Liquor License from Pickleball Sports, LLC, Douglas Reigle - Agent, for Pickleball Kingdom located at N58W14900 Shawn Cir. subject to Fire Department, Building Department & Health Department Approvals. (No Police Concerns)

Application for a 2024-2025 Class "B" Fermented Malt Beverage and "Class B" Liquor License from Jam5 LLC, Jennifer Matovich - Agent, for DJs Clubhouse located N81W15180 at Appleton Ave subject to Fire Department, Building Department & Health Department Approvals. (New Licensee) (No Police Concerns)

Application for a 2024-2025 Class "B" Fermented Malt Beverage and "Class B" Liquor License from Cynthia L Abler LLC, Cynthia Abler - Agent, for Abler's Whiskey Corners located at W220N6410 Townline Road subject to Building Department Approval. (New Licensee) (No Police Concerns)

Application for an Unenclosed Premise Permit for the Historical Society at Old Falls Village Park located at N96W15791 County Line Road, per dates attached. (No Police Concerns)

Application for a Temporary Class "B" Fermented Malt Beverage License for the Historical Society at Old Falls Village Park located at N96W15791 County Line Road, per dates attached. (No Police Concerns)

Vote: 5 - 0 Motion Carried

PUBLIC COMMENT

Village President Walz opened the public comment portion of the meeting. There was no one present wishing to speak. Public comment was closed at 6:59 p.m.

COMMITTEE AND COMMISSION REPORTS

PLAN COMMISSION

Approval of a resolution approving a Certified Survey Map to combine lots at the request of Ariel Anbar of Andev Group, Lico for the Courtyard at Menomonee Falls to combine two parcels located adjacent to and at N72W13247 Good Hope Road. The subject parcels are identified by Tax Keys 94.999.004 & 94.999.003.

Motion by Trustee Paul Tadda, second by Trustee Katie Kress to approve a Resolution approving a Certified Survey Map to combine lots at the request of Ariel Anbar of Andev Group, Lico for the Courtyard at Menomonee Falls to combine two parcels located adjacent to and at N72W13247 Good Hope Road. The subject parcels are identified by Tax Keys 94.999.004 & 94.999.003.

Vote: 5 - 0 Motion Carried

NEW BUSINESS

Resolution approving the name change of "Municipal" Park to "Library" Park at the Civic Campus at W156N8480 Pilgrim Road identified by Tax Key Number 42.964.001.

Motion by Trustee Paul Tadda, second by Trustee Katie Kress to approve a Resolution approving the name change of "Municipal" Park to "Library" Park at the Civic Campus at W156N8480 Pilgrim Road identified by Tax Key Number 42.964.001. (Resolution No. 1478-R-25)

Vote: 5 - 0 Motion Carried

Ordinance Repealing Ordinances 7661-O19 and 762-O19 Regarding Plan Commission Appointments

Motion by Trustee Paul Tadda, second by Trustee Katie Kress Approval of an Ordinance Repealing Ordinances 7661-O19 and 762-O19 Regarding Plan Commission Appointments. (Ordinance No. 927-O-25)

Vote: 5 - 0 Motion Carried

Approval of the Village President's Appointments of Trustees to the following Boards and Committees:

- **General Government Committee: Paul Tadda (Chair), Ann Lessila, and Brad Jubber**
- **Utilities and Public Works Committee: Katie Kress (Chair), Matthew Hayes, and Joel Stueland**
- **Board of Review (new appointment): Matthew Hayes**
- **Business Improvement District Board: Katie Kress**
- **Community Development Authority: Brad Jubber and Matthew Hayes**
- **Library Board: Ann Lessila**

Motion by Trustee Paul Tadda, second by Trustee Ann Lessila to approve the Village President's Appointments of Trustees to the following Boards and Committees:

- General Government Committee: Paul Tadda (Chair), Ann Lessila, and Brad Jubber
- Utilities and Public Works Committee: Katie Kress (Chair), Matthew Hayes, and Joel Stueland
- Board of Review (new appointment): Matthew Hayes
- Business Improvement District Board: Katie Kress
- Community Development Authority: Brad Jubber and Matthew Hayes
- Library Board: Ann Lessila

Vote: 5 - 0 Motion Carried

Approval of Village President's re-appointments of citizen members to Village Boards and Commissions:

- **Re-Appointment of Ryan Shortridge to Architectural Control Board; term to expire in April 2028**
- **Re-Appointment of Patricia Stoller to Architectural Control Board; term to expire in April 2028**
- **Re-Appointment of Paul Porter to Board of Review; term to expire in April 2030**
- **Re-Appointment of Paul Curtiss to Plan Commission; term to expire in April 2028**
- **Re-Appointment of Earl Petermann to Zoning Board of Appeals; term to expire in April 2028**
- **Re-Appointment of Brian Schneider to Zoning Board of Appeals; term to expire in April 2028**

Motion by Trustee Paul Tadda, second by Trustee Ann Lessila to approve the Village President's re-appointments of citizen members to Village Boards and Commissions:

- Re-Appointment of Ryan Shortridge to Architectural Control Board; term to expire in April 2028
- Re-Appointment of Patricia Stoller to Architectural Control Board; term to expire in April 2028
- Re-Appointment of Paul Porter to Board of Review; term to expire in April 2030
- Re-Appointment of Paul Curtiss to Plan Commission; term to expire in April 2028
- Re-Appointment of Earl Petermann to Zoning Board of Appeals; term to expire in April 2028
- Re-Appointment of Brian Schneider to Zoning Board of Appeals; term to expire in April 2028

Vote: 5 - 0 Motion Carried

Village President's new appointment of Joshua LaDue to the Police and Fire Commission to fill the seat of Carl Bahneman, term to expire in April 2030.

Motion by Trustee Ann Lessila, second by Trustee Katie Kress to approve the Village President's new appointment of Joshua LaDue to the Police and Fire Commission to fill the seat of Carl Bahneman, term to expire in April 2030.

Vote: 5 - 0 Motion Carried

Discussion and possible action on the Village President's appointments and re-appointments to the Library Board:

- **Appointment of Michael Dybicz to the Library Board to fill the seat vacated by Carole McGibany, term to begin in June 2025 and expire in June 2028.**
- **Appointment of Scott Habegger to the Library Board to fill the seat vacated by Matthew Forner, term to begin in June 2025 and expire in June 2027.**
- **Re-appointment of David Muñoz to the Library Board as the representative of the School District of Menomonee Falls, term to expire in June 2026.**

Motion by Trustee Ann Lessila, second by Trustee Katie Kress to approve the Village President's appointments and re-appointments to the Library Board:

- Appointment of Michael Dybicz to the Library Board to fill the seat vacated by Carole McGibany, term to begin in June 2025 and expire in June 2028.
- Appointment of Scott Habegger to the Library Board to fill the seat vacated by Matthew Forner, term to begin in June 2025 and expire in June 2027.
- Re-appointment of David Muñoz to the Library Board as the representative of the School District of Menomonee Falls, term to expire in June 2026.

Vote: 5 - 0 Motion Carried

Annual Election of Village Trustee to the Plan Commission

Trustee Kress nominates Trustee Paul Tadda to serve on the Plan Commission Board.

President Jeremey Walz called a vote on the nomination.

Vote: 5 - 0 Motion Carried

Adjournment

Motion by Trustee Matthew Hayes, second by Trustee Katie Kress to adjourn.

Vote: 5 - 0 Motion Carried

The Village Board meeting adjourned at 7:11 p.m.

Minutes transcribed and submitted by Amy Dishinger, Village Clerk
Minutes approved on _____, 2025



Village Board - Regular

7. a.

Meeting Date: 05/05/2025

Topic: 7 Brew - OC-5 Rezone

From: Amy Bennett, Planner/Zoning Administrator

Department: Community Development

Information

Subject:

A Public Hearing to consider the Plan Commission's recommendation regarding the request of Corbin Terlip of Milbrew Holdings for 7 Brew Coffee Shop to rezone land located at N82W15449 Appleton Avenue, identified by Tax Keys 004.3996 and 004.3996.007, from the C-1 Neighborhood Business District to the C-1 Neighborhood Business District with the OC-5 Commercial Service Overlay District for a coffee shop.

Action Item:

Ordinance rezoning the land located at N82W15449 Appleton Avenue, identified by Tax Keys 004.3996 and 004.3996.007, from the C-1 Neighborhood Business District to the C-1 Neighborhood Business District with the OC-5 Commercial Service Overlay District for a coffee shop.

Issues for Consideration/Background Information:

On April 8, 2025, the Plan Commission voted (5-1) to recommend the Village Board of Trustees rezone the subject land from the C-1 Neighborhood Business District to the C-1 Neighborhood Business District with the OC-5 Commercial Service Overlay District for a coffee shop.

Attachments

Plan Commission 040825 Staff Report
Plan Commission 040825 Draft Minutes
ACB 042225 Draft Minutes
Updated Plans
Updated Landsape Plan
Draft Ordinance



Plan Commission - Regular

5. c.

Meeting Date: 04/08/2025

Topic: 7 Brew - OC-5 Rezone

From: Amy Bennett, Planner/Zoning Administrator

Department: Community Development

Subject:

Consideration of a recommendation to the Village Board of Trustees on the request of **CORBIN TERLIP OF MILBREW HOLDINGS** for 7 Brew Coffee Shop to rezone land located at N82W15449 Appleton Avenue, identified by Tax Keys 004.3996 and 004.3996.007, from the C-1 Neighborhood Business District to the C-1 Neighborhood Business District with the OC-5 Commercial Service Overlay District for a coffee shop.

Background Information:

The applicant is proposing a new location for 7 Brew quick-serve, drive-thru coffee shop. 7 Brew will offer a full menu of coffee drinks, energy drinks, Italian sodas, smoothies, shakes, teas and more. 7 Brew does not provide any hot food service. The proposed project will include a 250 square foot stand-alone cooler building and a 530 square foot coffee shop with outdoor patio. There will be a double drive-thru to serve customers. Orders are taken with iPad technology, not with a speaker system. See attached applicant narrative.

Hours of Operation:

Sunday - Thursday 5:30am to 10pm

Friday / Saturday 5:30am to 11pm

The site plan for this project will be reviewed at the April 22, 2025 Architectural Control Board (ACB).

Application Specifics:

Section 122-451(a)(1)(a) states " All drive-through facilities require the subject site to be located in the OC-5 commercial service overlay district following the procedures of Section 122-68."

The OC-5 district requires principal structure setbacks of 30 feet from the street yard and side yard property lines and a setback of 50 feet from the rear yard property line. The building location in the submitted site plan meets the setback requirements.

The maximum impervious surface area in the OC-5 district is 70 percent. The site plan proposes 69.7% impervious on Lot 1 and 68.4% on Lot 2, which meets the standard green space requirement when averaged across both lots.

The OC-5 Overlay requires a minimum landscape buffer adjacent to single-family residential districts of 15'. The submitted plan meets this requirement.

The subject land is identified by Tax Key Numbers 43.996 & 43.996.007 and the legal description of the subject rezoning is described as follows:

THAT PT OF LOT 1 CSM #12607 VOL 131/260 REC AS DOC #4787098 BEING ALL OF LOT 1 & LOT 2 CSM #1880 PT NW1/4 OF SW1/4 SEC 11 T8N R20E

The site is 0.82 acres (both parcels).

Additional Information:

The project was reviewed by the Engineering and Development, Utilities, Police, and Fire Departments. The following are staff comments:

- The reconstructed driveway across from the median opening is not in conformance with Village code and must be modified. The design engineer was made aware of the driveway requirements by the Engineering Department in earlier project discussions. The driveway must be redesigned in accordance with the requirements outlined in those previous meetings.
- The median opening in Appleton Avenue must be modified to line up with the driveway entrance.
- Striped island delineations for private medians cannot encroach on sidewalks or Village ROW.
- The pavement in Appleton Avenue consists of concrete with an asphalt overlay. The new left turn lane must match the existing pavement cross-section. Doweling and baskets will be required in accordance with WisDOT specifications. Details must be included in the plans.
- A sampling manhole will be required for the sanitary lateral at the ROW. Sampling manholes can not have any direction changes in them. The sewer lateral must be redesigned.
- A water valve will be required at the property line.
- The proposed water lateral must be 1 ¼ inch diameter. The plan indicates 1 inch diameter and must be changed.
- A driveway permit will be required.
- An erosion control permit will be required for grading.
- Utility permits will be required to install the laterals.
- Storm sewer computation will be required.
- Existing trees within the median will need to be removed to install the left turn lane on Appleton Avenue. Any trees removed shall be replaced at locations determined by the Village along Appleton Ave. The species of the trees shall be approved by the DPW.
- The Engineering Department must review all plan revisions prior to issuance of a building permit.

Requested Action by Commission/Committee/Board:

Staff recommends the Plan Commission waive the 30-day waiting period and recommend the Village Board of Trustees rezone the subject lands from the C-1 Neighborhood Business District to the C-1 Neighborhood Business District with the OC-5 Commercial Service Overlay District for a drive-thru coffee shop. The public hearing will be scheduled for the May 5, 2025 Village Board meeting.

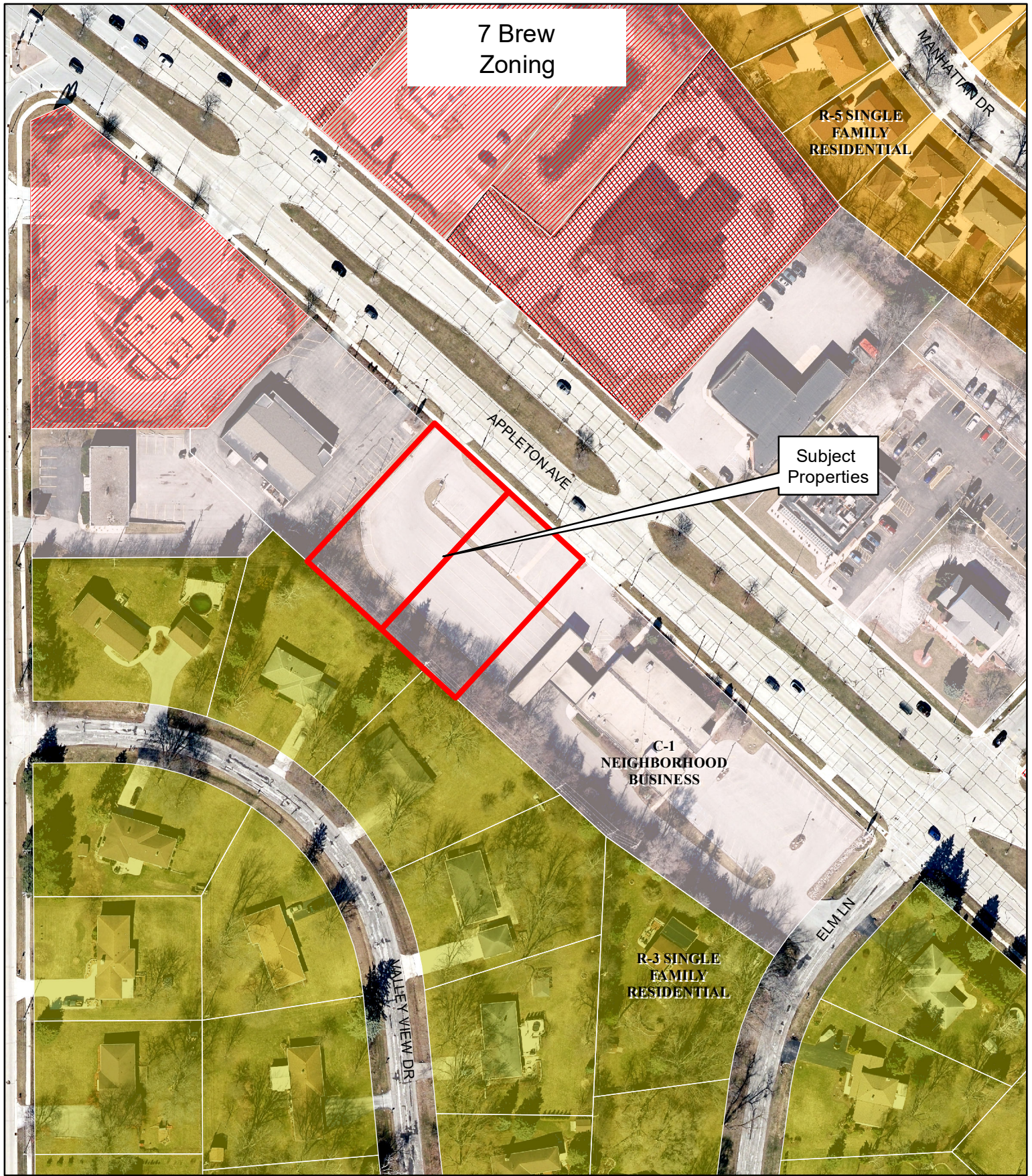
Location and Zoning Map

Land Use Map

Applicant Narrative

Plans

Elevations



7 Brew Rezone

N8215449 Appleton Ave

1 inch = 125 feet

0 200 400 Feet



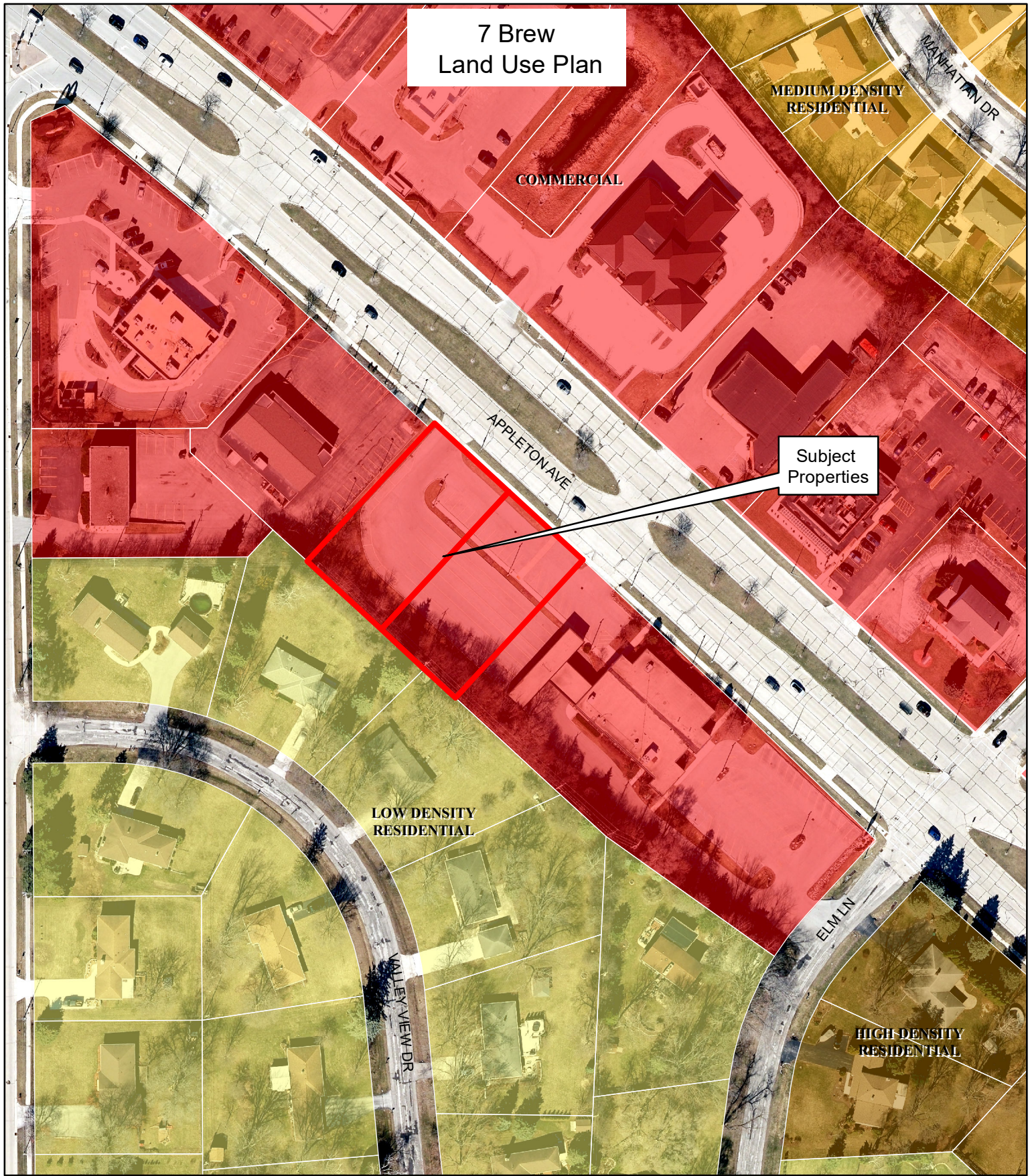
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Map Accuracy: National Map Accuracy Standards

Coordinate System: State Plane Coordinate System

Datum: North American Datum, 1983





7 Brew Land Use Plan

MEDIUM DENSITY
RESIDENTIAL

COMMERCIAL

APPLETON AVE

Subject
Properties

LOW DENSITY
RESIDENTIAL

VALLEY VIEW DR

ELM LN

HIGH-DENSITY
RESIDENTIAL

7 Brew Rezone

N8215449 Appleton Ave

1 inch = 125 feet

0 200 400 Feet



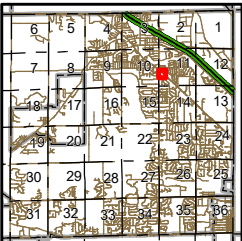
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Map Accuracy: National Map Accuracy Standards

Coordinate System: State Plane Coordinate System

Datum: North American Datum, 1983

VILLAGE OF
**Menomonee
Falls**





February 19, 2025

Project Narrative

Project: 7 Brew
N8215449 Appleton Ave
Menomonee Falls, WI 53051

MilBrew Holdings is requesting rezone and site plan/architectural review and approval for a new 7 Brew quick serve drive-thru coffee and beverage stand located at N82W15449 Appleton Ave in the Village of Menomonee Falls (parcels EMNFV0043996 & MNFV0043996007). 7 Brew has been providing services since 2017. The property is currently a parking lot. The existing drive through that was servicing the bank will shrink and will remain open to its users. The parcels are currently zoned C-1 Neighborhood Business and rezoning is proposed to C-1 Neighborhood Business with OC-5 Commercial Survey Overlay to allow for the drive-thru. The overall property area is 0.81 acres.

The proposed project will include a 530 square feet coffee shop with outdoor patio, 250 square foot stand-alone cooler building, (2) drive-thru lanes and waste enclosure. 7 Brew will offer a full menu of coffee drinks, energy drinks, Italian sodas, smoothies, shakes, teas and more. 7 Brew does not provide any hot food service. A double drive-thru design will be utilized to quickly and efficiently service customers. 7 Brew staff will take orders from each car individually utilizing iPad technology. They do not utilize a speaker system menu board. Orders will be hand delivered by staff at both lanes. The establishment hours of operation are: Sunday-Thursday 5:30am-10:00pm, Friday/Saturday 5:30am-11:00pm.

The (3) existing access points from Appleton Ave will remain in the same locations, but will be modified for the proposed development. The westernmost access will be ingress/egress and the (2) easternmost access will be combined into one access point with one ingress lane and (2) egress lanes. The proposed development will drain to (2) proposed storm inlets and (1) existing storm inlet, that will drain stormwater to the existing stormwater system. Sanitary sewer is proposed to connect to the existing lateral on-site. Water is proposed to connect to the existing watermain located in Appleton Ave.

The proposed development will fit into this existing commercial corridor, while meeting building setbacks on the lot. The property will be transformed into a commercial development that is aesthetically pleasing with high-quality exterior materials on the building along with landscaping designed to ensure species resiliency and complimentary style. Site lighting will be provided in a fashion that provides appropriate foot candles near the rear residential properties and are directed inward towards the development.

Consideration of preliminary and final approval of a land division and a recommendation to the Village Board of Trustees regarding a Certified Survey Map at the request of **ARIEL ANBAR OF ANDEV GROUP, LLC** for the Courtyard at Menomonee Falls to combine two parcels located adjacent to and at N72W13247 Good Hope Road. The subject parcels are identified by Tax Keys 94.999.004 & 94.999.003.

Motion by Commissioner Paul Curtiss, second by Commissioner Chris Rolenc to grant preliminary and final approval of the land division and recommend the Village Board approve the submitted Certified Survey Map, subject to six (6) conditions:

1. Waukesha County review of CSM may be required.
2. The "140' Residential Access" along Good Hope Road (CTH "W") is to be removed and changed to "No Access".
3. Road right-of-way needs to be dedicated to the Village at the end of Mary Dale Drive to accommodate the permanent turnaround.
4. Village Board approval certificate should be added to the signature page of the CSM.
5. The recordable document must be on legal sized paper conforming with Section 236.34 of the Wisconsin Statutes, including the surveyor's seal and signature.
6. If the Certified Survey Map is approved, the applicant will need to record the approved Certified Survey Map with Waukesha County.

Vote: 6 - 0 Motion Carried

Conceptual review on the request of **ANDREW NIEBLER OF DEWITT LLP** for proposed outdoor storage of plumbing materials in the I-1 Light Industrial District at W156N9305 Tipp Street on the parcel identified by Tax Key Number 99.850.012.

This item was withdrawn by the applicant.

Consideration of a recommendation to the Village Board of Trustees on the request of **CORBIN TERLIP OF MILBREW HOLDINGS** for 7 Brew Coffee Shop to rezone land located at N82W15449 Appleton Avenue, identified by Tax Keys 004.3996 and 004.3996.007, from the C-1 Neighborhood Business District to the C-1 Neighborhood Business District with the OC-5 Commercial Service Overlay District for a coffee shop.

Eric Drazkowski from Excel Engineering and Tom Pennington from 7 Brew addressed the Plan Commission and answered questions. Some of the Commissioners expressed concern about the proposed architecture.

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to waive the 30-day waiting period and recommend the Village Board of Trustees rezone the subject lands from the C-1 Neighborhood Business District to the C-1 Neighborhood Business District with the OC-5 Commercial Service Overlay District for a drive-thru coffee shop. The public hearing will be scheduled for the May 5, 2025 Village Board meeting.

Vote: 5 - 1 Motion Carried

Nay: Trustee Paul Tadda

Consideration of a shared use parking agreement for 7 Brew located at N82W15449 Appleton Avenue on the parcels identified by Tax Key Numbers 004.3996 and 004.3996.007.

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to approve the parking agreement subject to:

1. Recording the agreement at Waukesha County Register of Deeds.

Vote: 6 - 0 Motion Carried

Presentation by Brian Wiedenfeld of MSA Professional Services, Inc. regarding the Village Comprehensive Plan update and review of draft chapters including: Housing, Economic Development, Intergovernmental Cooperation and Transportation.

Brian Wiedenfeld of MSA Professional Services, Inc. presented the draft chapters to the Plan Commission and answered questions. No action was taken on this item, discussion only.

Presentation of the 2025-2030 Comprehensive Outdoor Recreation Plan (CORP)

Amy Bennett presented this item. No action was taken, informational only.

Presentation of the 2024 Development & Community Status Report

Amy Bennett presented this item. No action was taken, informational only.

ADJOURNMENT

Motion by Commissioner Paul Curtiss, second by Commissioner Chris Rolenc to adjourn the meeting at 9:34 PM.

Vote: 6 - 0 Motion Carried

Submitted by Amy Bennett
Minutes transcribed by Amy Bennett
Minutes approved on

Village of Menomonee Falls, Wisconsin

ARCHITECTURAL CONTROL BOARD

MINUTES

April 22, 2025

Chairperson Mike Manke called the meeting to order at 4:00pm

Present: Chairperson Mike Manke; Member Chris Rolenc; Member Jordan O' Connor;

Member Patricia Stoller

Absent: Member William Carity; Member Ryan Shortridge; Member Dayton Aardema;

Staff Present: Planner Tyler Zwagerman

Approval of Minutes of the February 25, 2025 meeting

Motion by Member Jordan O' Connor, second by Member Patricia Stoller to approve the minutes of the February 25, 2025 Architectural Control Board meeting.

Vote: 3-0 motion carried

Member Chris Rolenc abstained from the vote.

APPEARANCES

Consideration of site plan approval at the request **CORBIN TERLIP OF MILBREW HOLDINGS** for 7 Brew Coffee to construct a drive-thru coffee shop on lands located at N82W15449 Appleton Avenue and identified by Tax Keys 0043996 and 0043996007.

Motion by Chairperson Mike Manke, second by Member Chris Rolenc to make the two following findings:

1. The site plan is architecturally functional.
2. The exterior design proposed is not unsightly or obnoxious and is not disharmonious or so similar to existing neighboring developments that substantial depreciation of neighboring property or development will be caused by the applicant's proposal.

And approve the site plan at the request **CORBIN TERLIP OF MILBREW HOLDINGS** for 7 Brew Coffee to construct a drive-thru coffee shop on lands located at N82W15449 Appleton Avenue and identified by Tax Keys 0043996 and 0043996007 subject to:

1. Submitting revised building elevations for staff review and approval relocating the maintenance door on the cooler building from the front façade to the inner side, continuing the nichia cream

brick on the upper portion of the north (street-facing) end of the cooler building and maintaining the dark material on the lower portion of the cooler building, and removing the vertical dark material columns from the north end of the structure.

2. Submitting a revised Landscape Plan for staff review and approval including:

- a. Landscape beds with plantings along the Appleton Avenue street frontage.
- b. Specifications for the table / tables to be installed in the outdoor seating area.
- c. A detail showing installation and design of two planters in front of the main building and a grouping of planters in front of the cooler building – planters to be maintained with both summer and winter seasonal plantings.
- d. Replacement of the 15 Iowa Junipers in the rear screening buffer with 6-foot-tall Thuja plicata green giant arborvitae, and replacement of the 5 Trautman Chinese Junipers with 6-foot-tall Iowa Junipers.
- e. Additional landscape plantings within the planting beds, particularly the southern parking lot peninsula.
- f. Specifications for all planting beds to include a minimum of two inches of hardwood mulch.

3. Compliance with Engineering Division comments.

Vote: 4-0 Motion Carried

ADJOURNMENT

Motion by Member Chris Rolenc, second my Chairperson Mike Manke to adjourn.

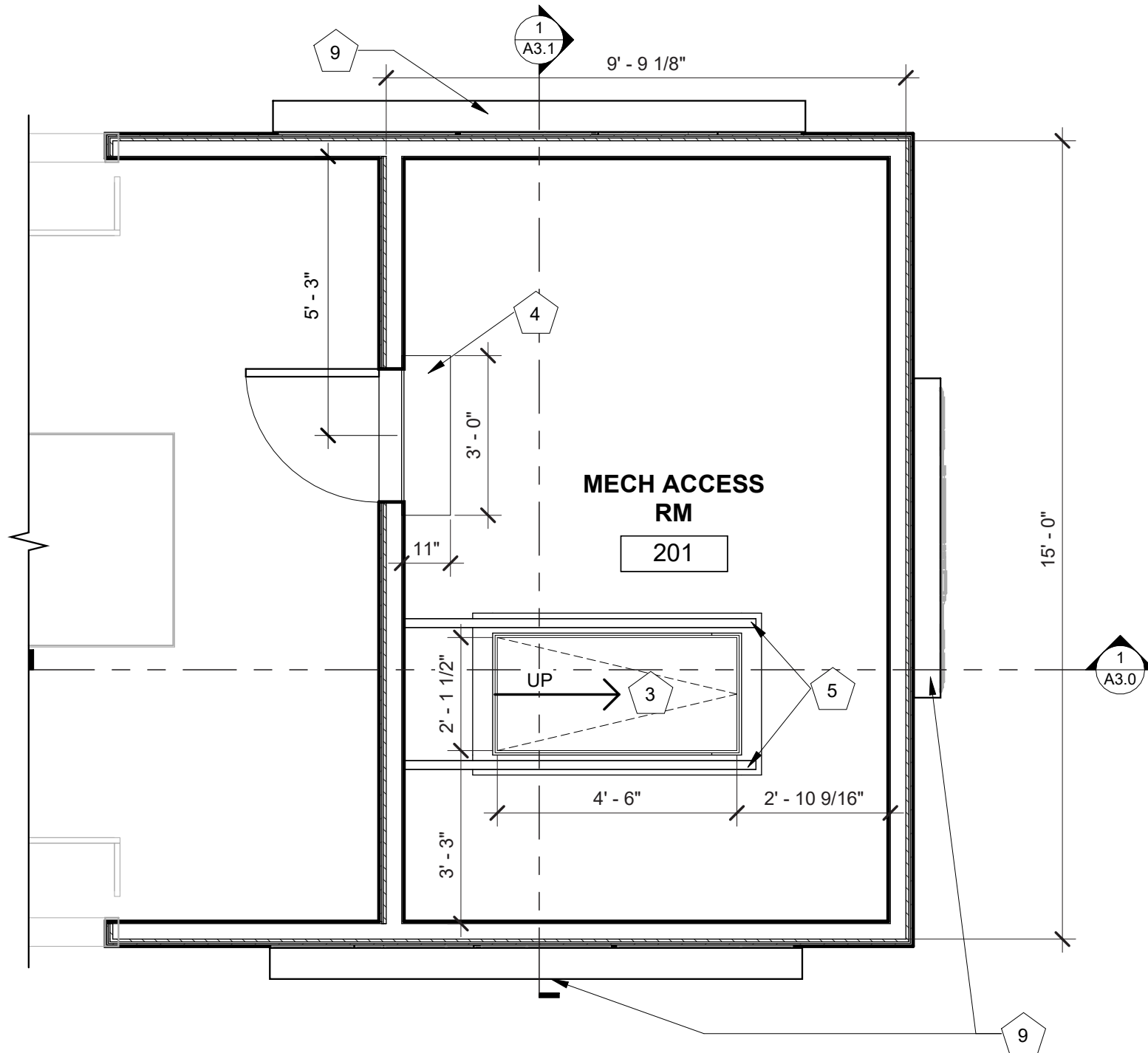
Vote: 4-0 motion carried

Meeting adjourned at 4:58 pm.

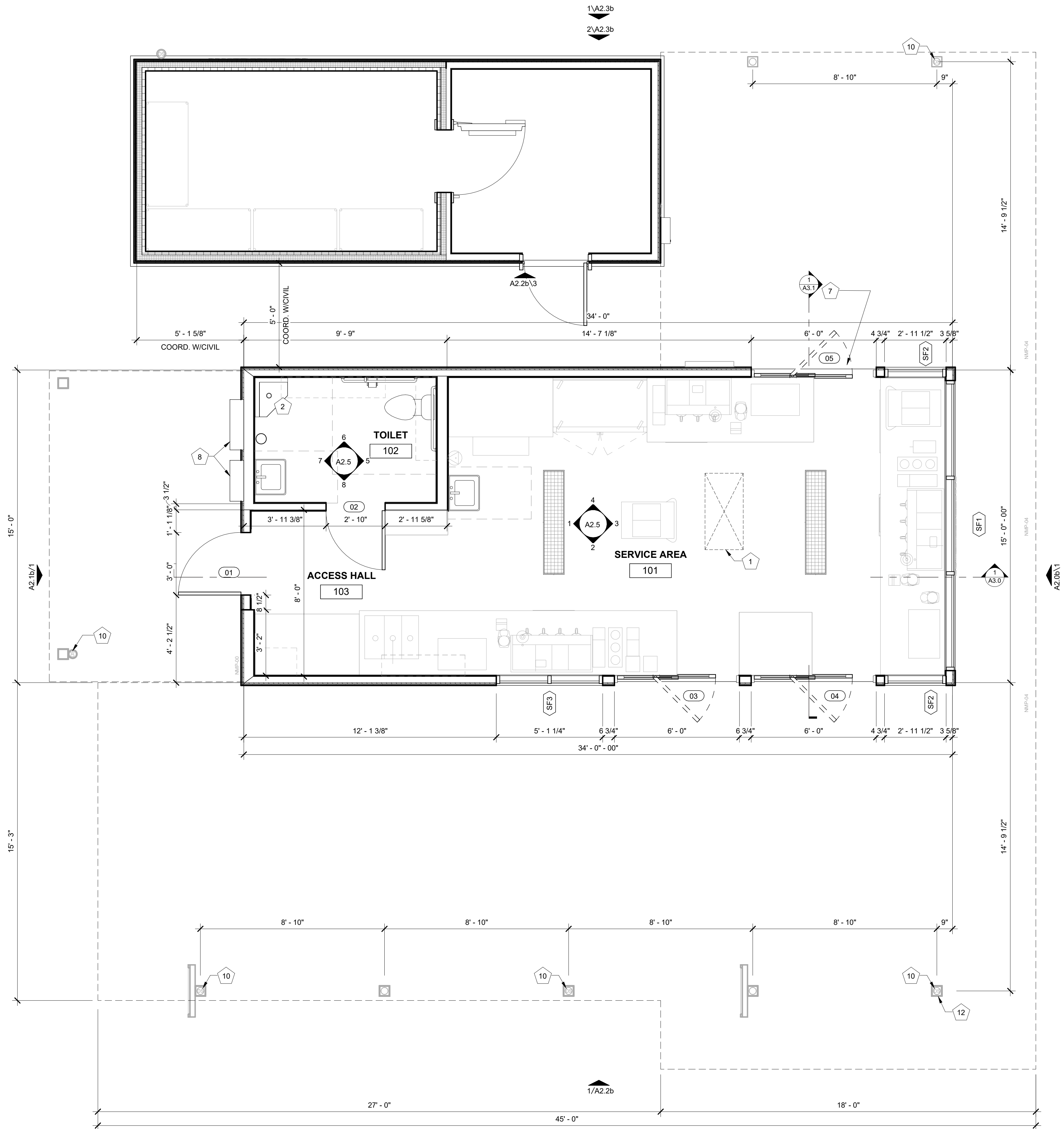
Minutes transcribed by Tyler Zwagerman

Minutes approved on _____.

FLOOR PLAN KEYNOTES	
NOTE NO.	NOTE TEXT
1	ACCESS DOOR FOR CRAWLSPACE ACCESS
2	MOP SINK; REF PLUMBING
3	MECH. ACCESS DOOR AND LADDER - SUPPLIED BY OWNER
4	STEP, CENTER ON DOOR
5	PREFABRICATED COMPLIANT MECHANICAL SERVICE GUARDRAIL PER IBC SECTION 1015 - EACH SIDE
6	PREFABRICATED COOLER BY NATIONAL MODULAR MANUFACTURING; COORD LOCATION & SPECS WITH CIVIL & STRUCT
7	ADA AUTO/MANUAL EGRESS CAPABLE
8	ELECTRICAL EQUIPMENT, PAINTED TO MATCH BUILDING; REF ELECTRICAL
9	STOREFRONT SIGNS - SUPPLIED AND INSTALLED BY SIGN CONTRACTOR
10	DOWNSPOUT CONNECTION TO STORMWATER SYSTEM; REF CIVIL
12	SITE CONTRACTOR TO COORDINATE CIVIL AND STRUCTURAL DRAWINGS TO ENSURE ALL CANOPY COLUMN FOUNDATION PLATES AND BOLTS ARE CONSTRUCTED IN A MANNER THAT CONCEALS THEIR CONNECTIONS COMPLETELY BELOW GRADE; TYP.

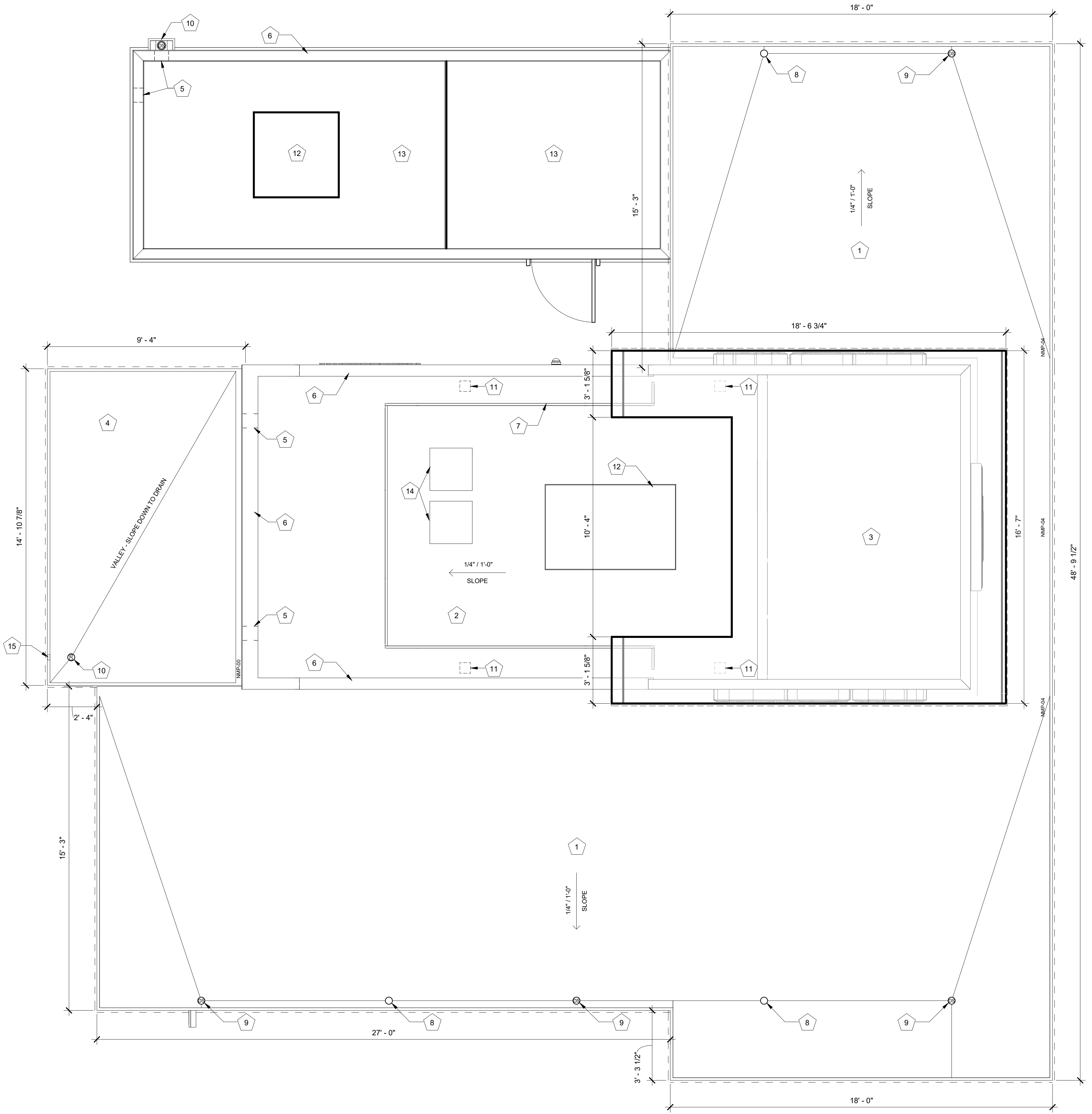


2	MECH ACCESS RM
	3/8" = 1'-0"



1 FLOOR PLAN

ROOF PLAN KEYNOTES	
NOTE NO.	NOTE TEXT
1	PRE-ENGINEERED CANOPY AND FRAMING; REF CANOPY SHOP DRAWINGS
2	TPO ROOFING ON ROOF SHEATHING PER STRUCT
3	CORRUGATED ARC METAL ROOF ON #15 FELT ON PLYWOOD ROOF SHEATHING
4	TPO ROOFING ON ROOF SHEATHING PER STRUCT ON BUILT-UP 2x CRICKET FRAMING
5	8" WIDE X 4" HIGH TPO ROOF SCUPPER WITH SHEET METAL UNDERLAYMENT
6	BRAKE METAL CAP; REF ELEVATIONS
7	3" - 6" GUARDRAIL
8	OVERFLOW ROOF DRAIN
9	ROOF DRAIN WITHIN STRUCTURAL COLUMN; CONNECT TO STORMWATER COLLECTION SYSTEM; REF CIVIL
10	ROOF DRAIN; DOWNSPOUT TO BE GALVANIZED, PAINTED, STEEL; CONNECT TO STORMWATER COLLECTION SYSTEM; REF CIVIL
11	MODULAR BUILDING PICK POINTS WITH ROOFING COLLAR; REF STRUCT
12	HVAC EQUIPMENT
13	ROOFING PER COOLER MANUF
14	ICE MACHINE CONDENSERS; SITE CONTRACTOR TO DETERMINE FINAL LOCATION
15	OVERFLOW SCUPPER TO GRADE



1 ROOF PLAN
3/8" = 1'-0"



707 n. 6th street
kansas city, ks 66101
www.veritas-ad.com
913.308.1460
consulting engineer:

7 BREW DRIVE THRU - MENOMONEE FALLS

MILBREW HOLDINGS, LLC
MENOMONEE FALLS

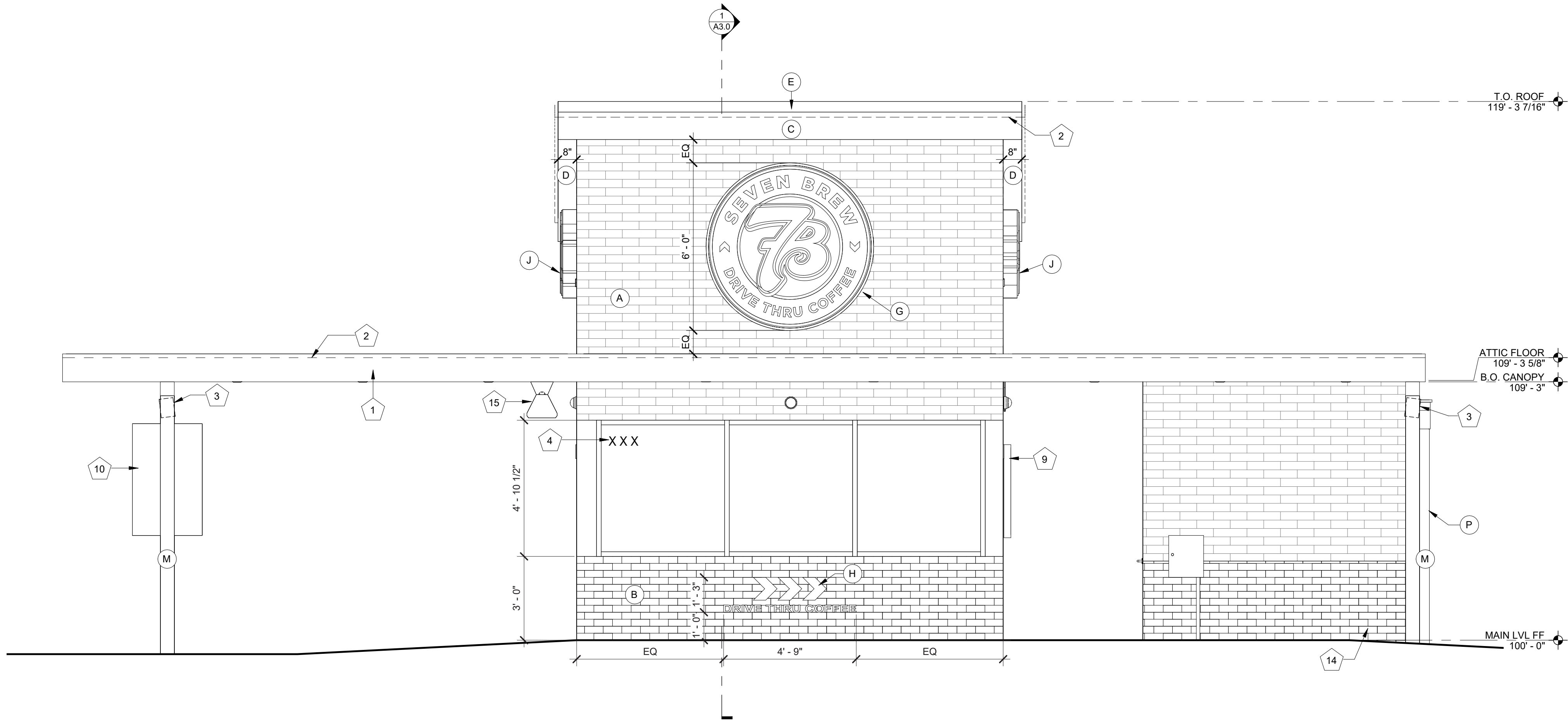
REVISIONS		
No.	Description	Date

sheet issue date:
04/29/2025

project no.:
22.23.15

sheet contents:
ROOF PLAN

sheet no.:
A1.6



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

EXTERIOR ELEVATION KEYNOTES	
NOTE NO.	NOTE TEXT
1	PRE-ENGINEERED ALUMINUM CANOPY BY OTHERS; REF STRUCTURAL
2	SURFACE-MOUNTED LED NEON FLEX LIGHTING AS INDICATED (SHOWN DASHED), TYP; REF ELECTRICAL
3	MOUNTED SPEAKER SYSTEM; REF SYSTEMS PLAN
4	ADDRESS NUMBERS TO BE 8" TALL x 2" BRUSH STROKE
5	ELECTRICAL EQUIPMENT, PAINTED TO MATCH BUILDING; REF ELECTRICAL
6	FROST-PROOF FLUSH HOSE BIB
7	EXTERIOR WEATHER-PROOF OUTLET; REF ELECTRICAL
8	THROUGH-WALL ROOF SCUPPER; TYP
9	SURFACE-MOUNTED LIGHTED SIGN BOX
10	SAMSUNG DIGITAL DISPLAYS; INSTALLED IN FIELD BY IT PROVIDER; CHASE FOR DATA CABLE INSTALLED AT BUILDING MANUFACTURING FACILITY
11	GUARDRAIL; 3' - 6" ABOVE ATTIC FLOOR
12	HVAC EQUIPMENT
13	OUTLINE OF MECHANICAL UNIT BEYOND
14	PREFABRICATED COOLER BY NATIONAL MODULAR MANUFACTURING; COORD LOCATION & SPECS WITH CIVIL & STRUCT
15	CANOPY HEATER
16	36" COOLER DOOR
17	COOLER LOCK & CONTROLS
18	KNOX BOX

EXTERIOR ELEVATION MATERIALS LEGEND	
NOTE NO.	NOTE TEXT
A	ARCHITECTURAL CEMENT BOARD SIDING (BRK-2)
B	ARCHITECTURAL CEMENT BOARD SIDING (BRK-1)
C	BRAKE METAL FASCIA (MP-2)
D	SOFFIT PANELS (MP-2)
E	STANDING SEAM ROOF PANELS (MP-2)
F	METAL BRAKE CAP (MP-3)
G	ROUND STOREFRONT SIGN; SUPPLIED AND INSTALLED BY SIGN CONTRACTOR
H	1/4" THICK ACRYLIC SIGNAGE APPLIED TO SIDING WITH VH DOUBLE SIDE TAPE
J	ILLUMINATED STOREFRONT SIGNAGE BY SIGN CONTRACTOR
K	VINYL WRAP, SUPPLIED AND INSTALLED BY OWNER
M	PAINTED STRUCTURAL CANOPY COLUMN; RAINWATER DOWNSPOUT WITHIN; CONNECT BASE OF CANOPY COLUMN DOWNSPOUT TO STORMWATER MANAGEMENT SYSTEM; REF CIVIL
N	PAINTED STRUCTURAL CANOPY COLUMN; REF CIVIL
P	EXPOSED DOWNSPOUT, GALVANIZED, PAINTED; CONNECT TO SUB-GRADE STORM WATER COLLECTION SYSTEM; REF CIVIL

REVISIONS		
No.	Description	Date

sheet issue date:
04/29/2025

project no.:
22.23.15

sheet contents:
EXTERIOR ELEVATIONS

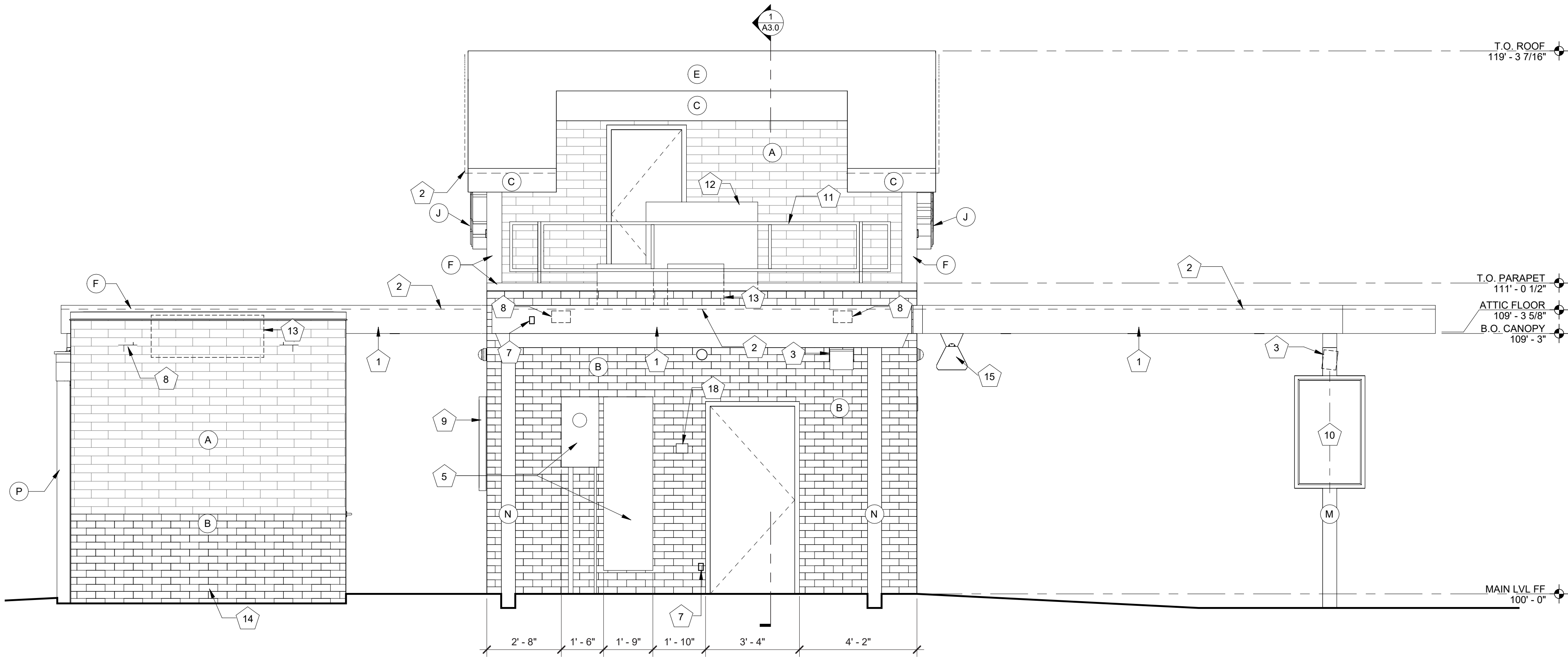
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A2.0



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

EXTERIOR ELEVATION KEYNOTES	
NOTE NO.	NOTE TEXT
1	PRE-ENGINEERED ALUMINUM CANOPY BY OTHERS; REF STRUCTURAL
2	SURFACE-MOUNTED LED NEON FLEX LIGHTING AS INDICATED (SHOWN DASHED), TYP; REF ELECTRICAL
3	MOUNTED SPEAKER SYSTEM; REF SYSTEMS PLAN
4	ADDRESS NUMBERS TO BE 8" TALL x 2" BRUSH STROKE
5	ELECTRICAL EQUIPMENT, PAINTED TO MATCH BUILDING; REF ELECTRICAL
6	FROST-PROOF FLUSH HOSE BIB
7	EXTERIOR WEATHER-PROOF OUTLET; REF ELECTRICAL
8	THROUGH-WALL ROOF SCUPPER; TYP
9	SURFACE-MOUNTED LIGHTED SIGN BOX
10	SAMSUNG DIGITAL DISPLAYS; INSTALLED IN FIELD BY IT PROVIDER; CHASE FOR DATA CABLE INSTALLED AT BUILDING MANUFACTURING FACILITY
11	GUARDRAIL; 3' - 6" ABOVE ATTIC FLOOR
12	HVAC EQUIPMENT
13	OUTLINE OF MECHANICAL UNIT BEYOND
14	PREFABRICATED COOLER BY NATIONAL MODULAR MANUFACTURING; COORD LOCATION & SPECS WITH CIVIL & STRUCT
15	CANOPY HEATER
16	36" COOLER DOOR
17	COOLER LOCK & CONTROLS
18	KNOX BOX

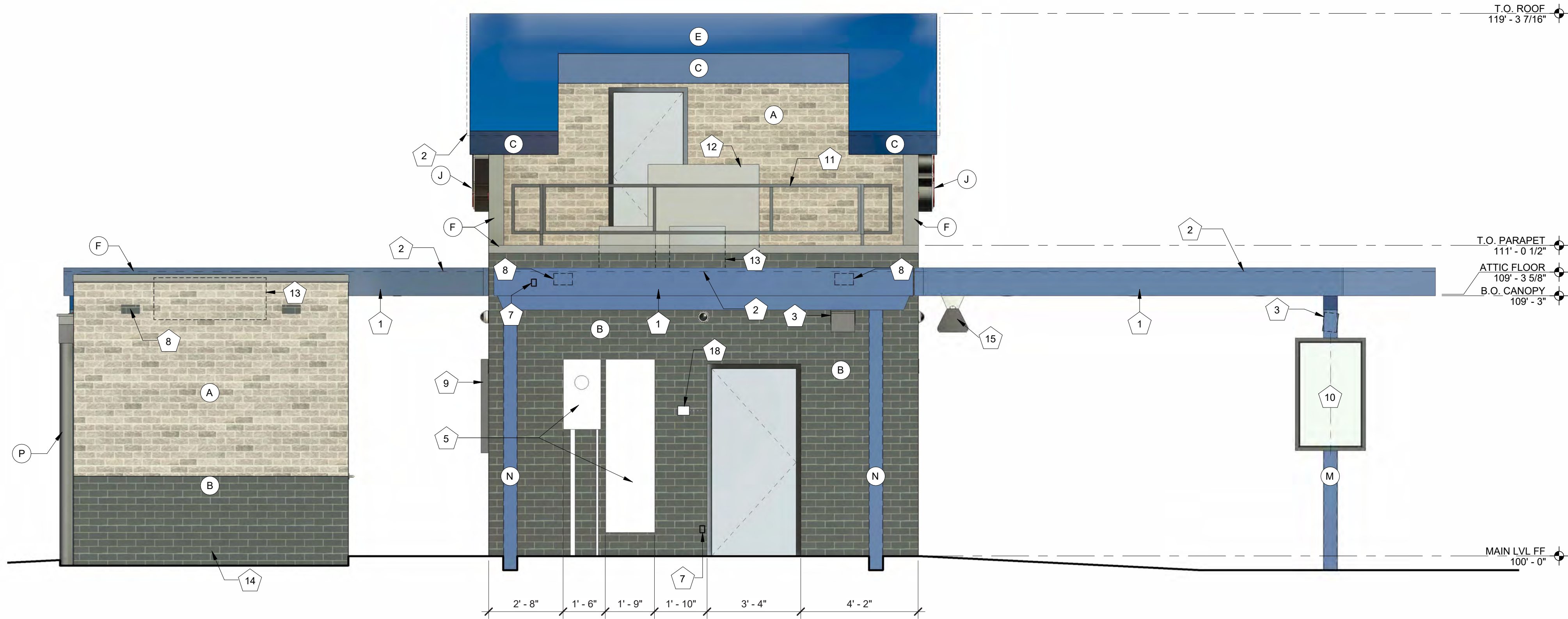
EXTERIOR ELEVATION MATERIALS LEGEND	
NOTE NO.	NOTE TEXT
A	ARCHITECTURAL CEMENT BOARD SIDING (BRK-2)
B	ARCHITECTURAL CEMENT BOARD SIDING (BRK-1)
C	BRAKE METAL FASCIA (MP-2)
D	SOFFIT PANELS (MP-2)
E	STANDING SEAM ROOF PANELS (MP-2)
F	METAL BRAKE CAP (MP-3)
G	ROUND STOREFRONT SIGN; SUPPLIED AND INSTALLED BY SIGN CONTRACTOR
H	1/4" THICK ACRYLIC SIGNAGE APPLIED TO SIDING WITH VH DOUBLE SIDE TAPE
J	ILLUMINATED STOREFRONT SIGNAGE BY SIGN CONTRACTOR
K	VINYL WRAP, SUPPLIED AND INSTALLED BY OWNER
M	PAINTED STRUCTURAL CANOPY COLUMN; RAINWATER DOWNSPOUT WITHIN; CONNECT BASE OF CANOPY COLUMN DOWNSPOUT TO STORMWATER MANAGEMENT SYSTEM; REF CIVIL
N	PAINTED STRUCTURAL CANOPY COLUMN; REF CIVIL
P	EXPOSED DOWNSPOUT, GALVANIZED, PAINTED; CONNECT TO SUB-GRADE STORM WATER COLLECTION SYSTEM; REF CIVIL



1 EXTERIOR ELEVATION - NORTH
3/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES	
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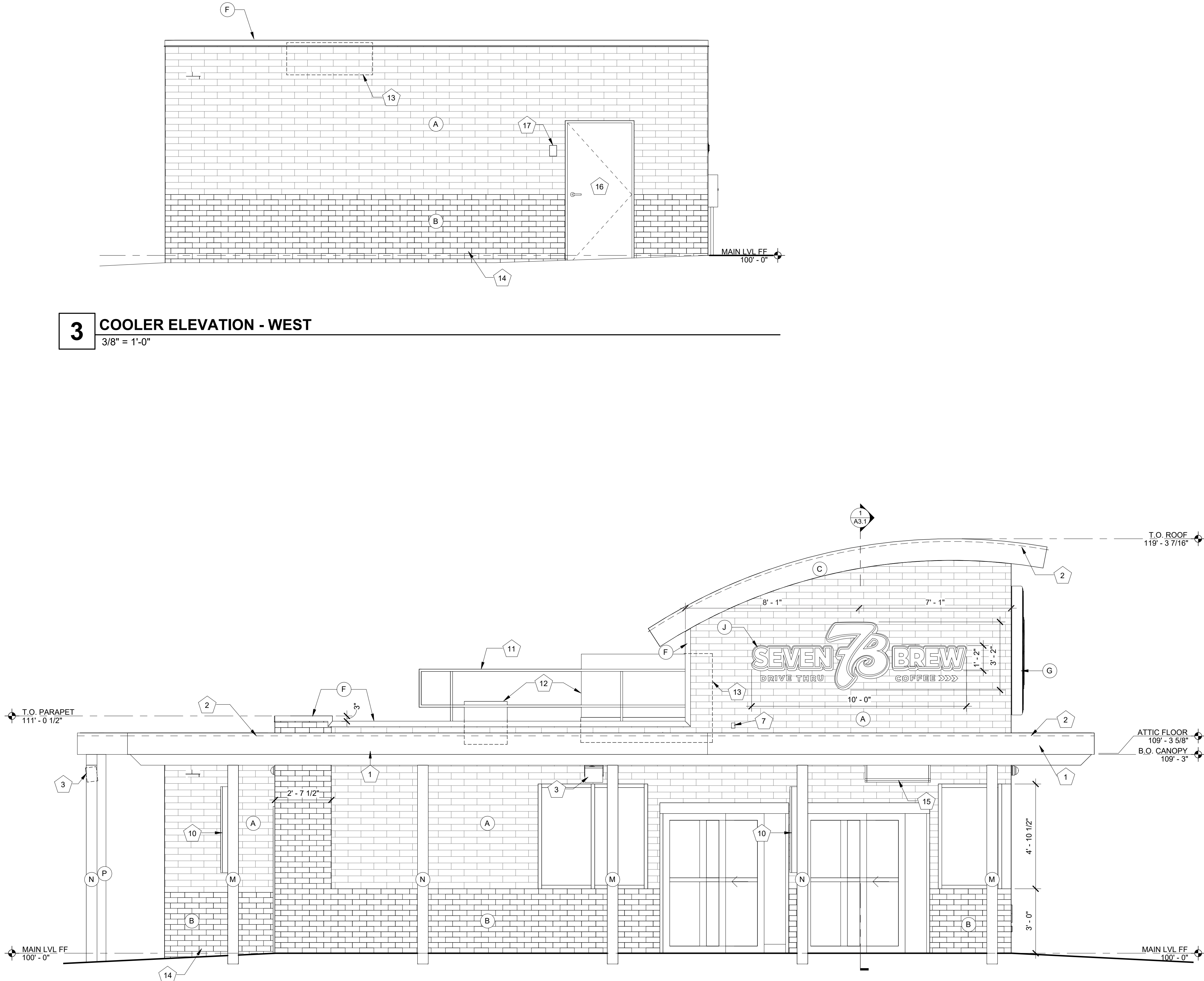
EXTERIOR ELEVATION MATERIALS LEGEND	
NOTE NO.	NOTE TEXT
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1 EXTERIOR ELEVATION - NORTH
3/8" = 1'-0"

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1 EXTERIOR ELEVATION - WEST
3/8" = 1'-0"

3 COOLER ELEVATION - WEST
3/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES	
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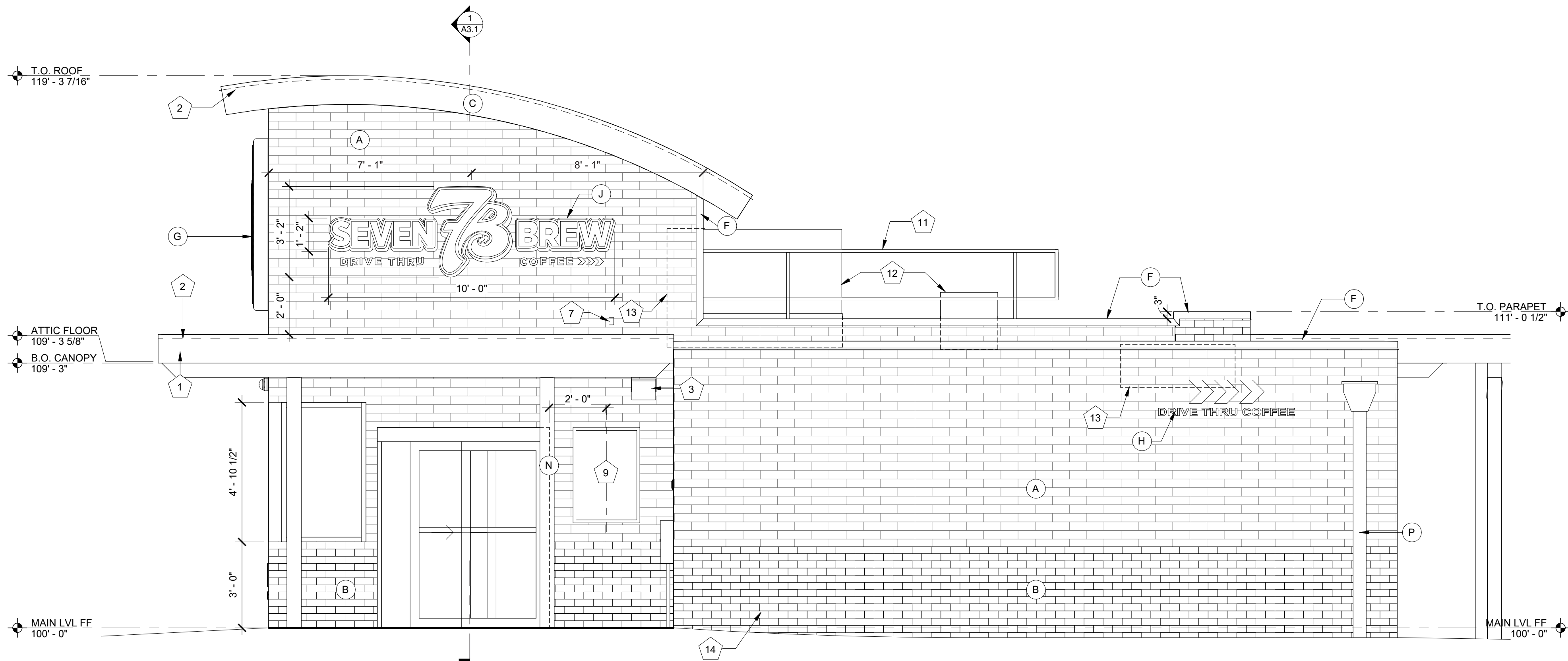


1 EXTERIOR ELEVATION - WEST
3/8" = 1'-0"

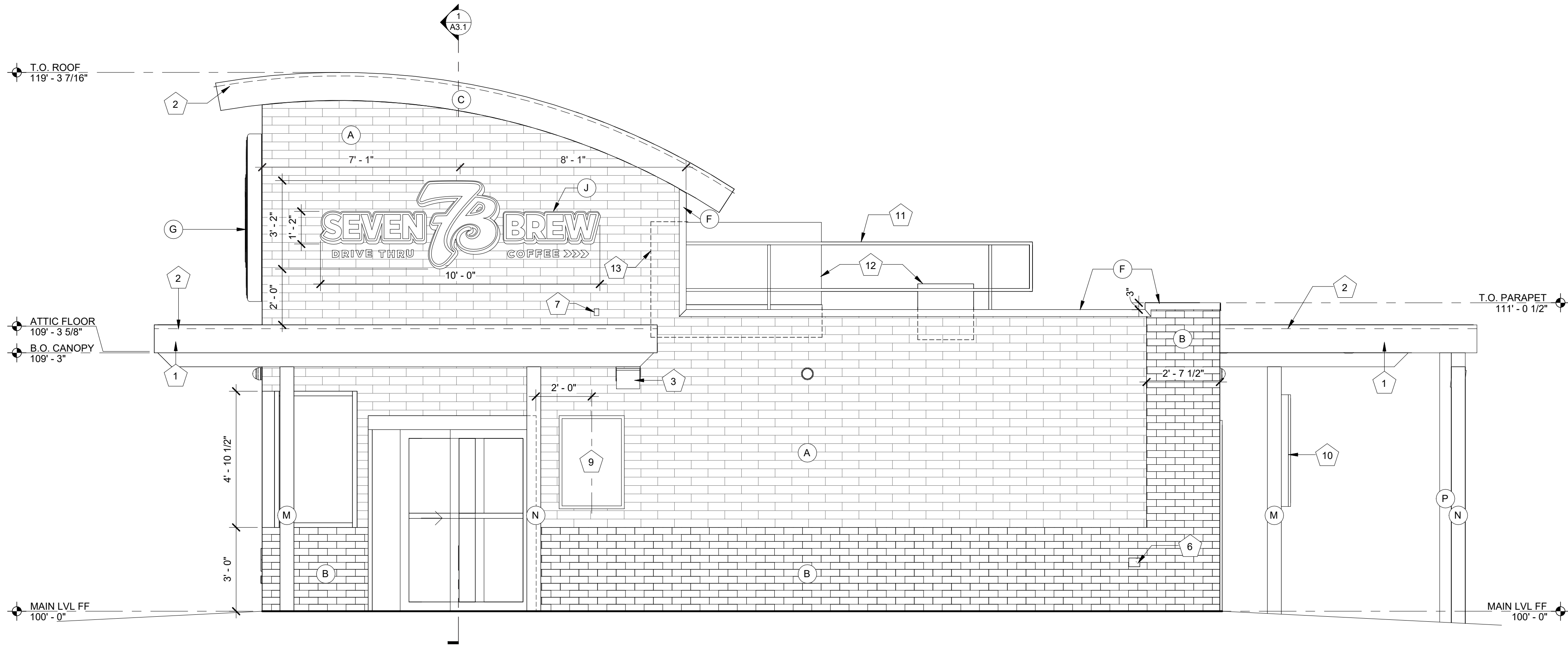
3 COOLER ELEVATION - WEST
3/8" = 1'-0"

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P	EXPOSED DOWNSPOUT, GALVANIZED, PAINTED; CONNECT TO SUB-GRADE STORM WATER COLLECTION SYSTEM; REF CIVIL



2 EXTERIOR ELEVATION - EAST W/ COOLER
3/8" = 1'-0"



1 EXTERIOR ELEVATION - EAST
3/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES	
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REVISIONS		
No.	Description	Date

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04/29/2025

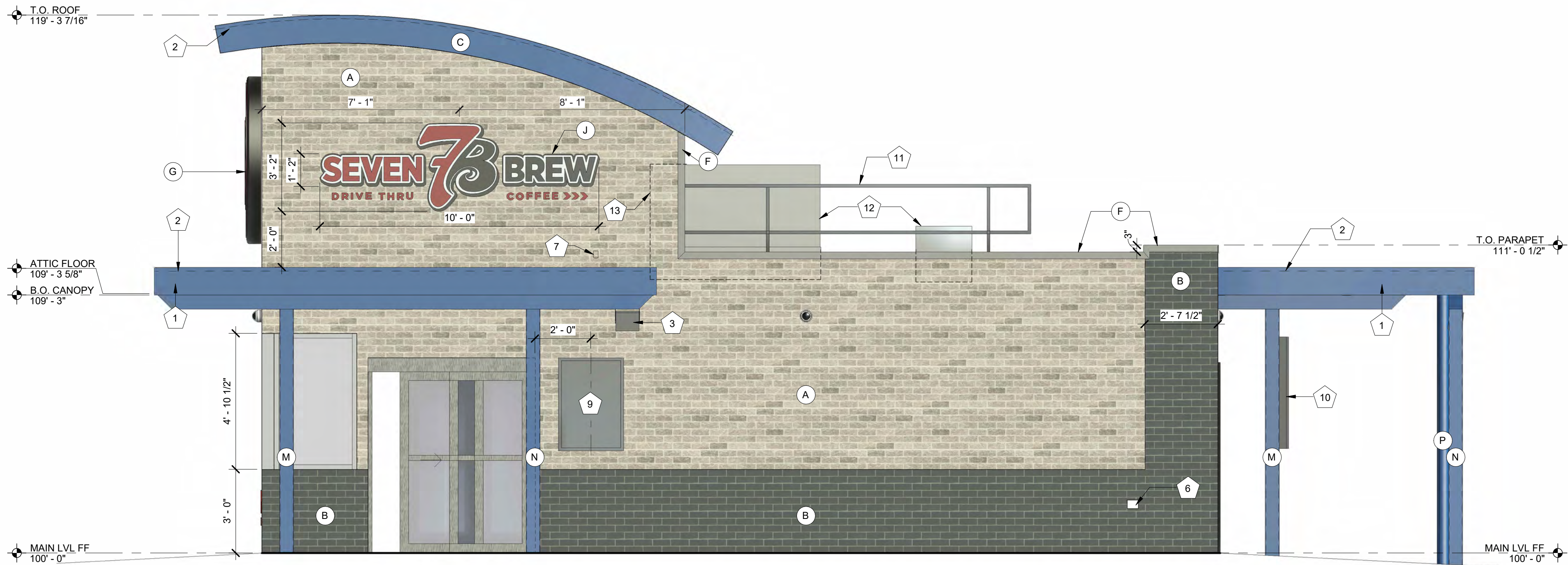
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sheet contents:
EXTERIOR ELEVATIONS

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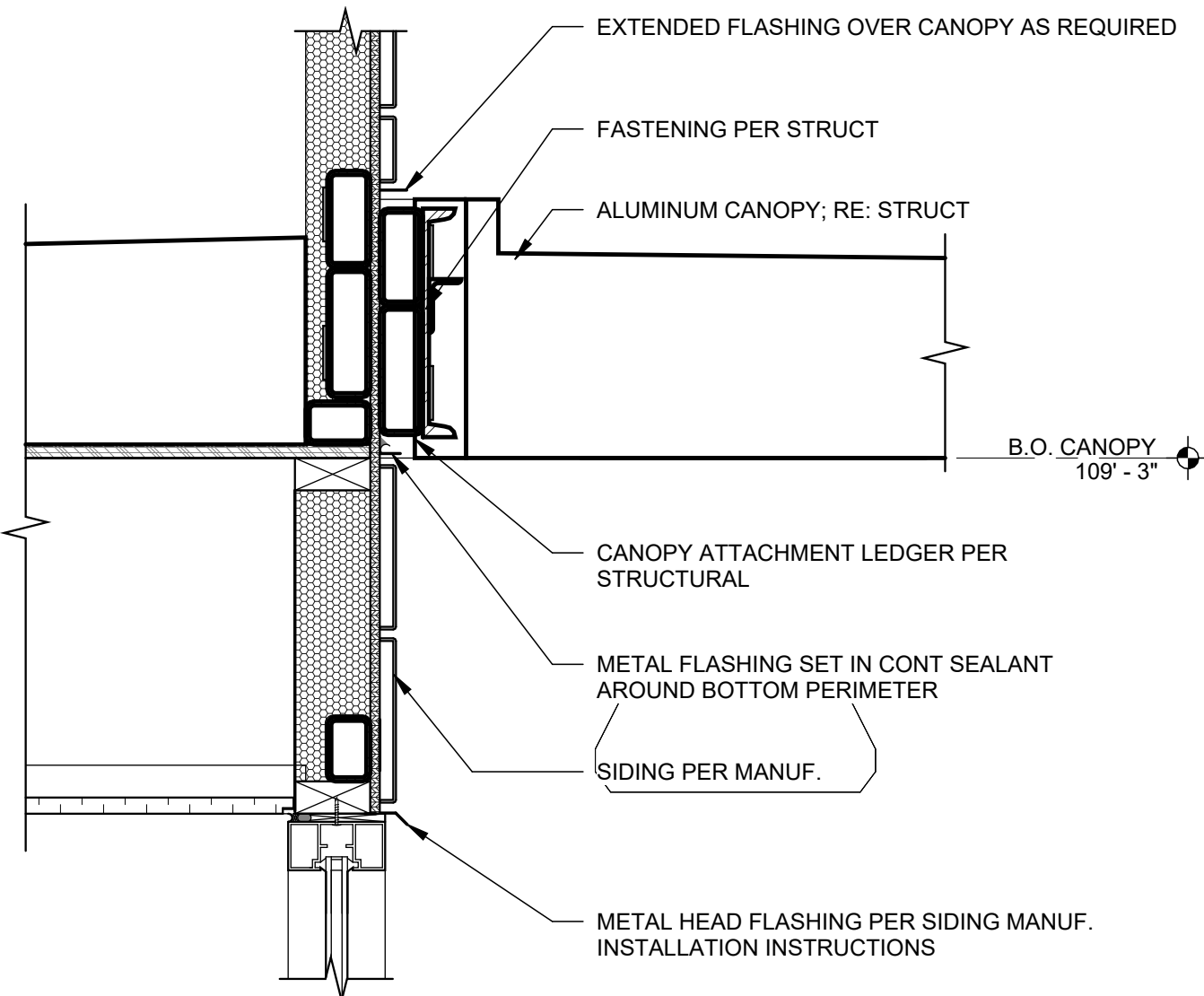
2 EXTERIOR ELEVATION - EAST W/ COOLER
3/8" = 1'-0"



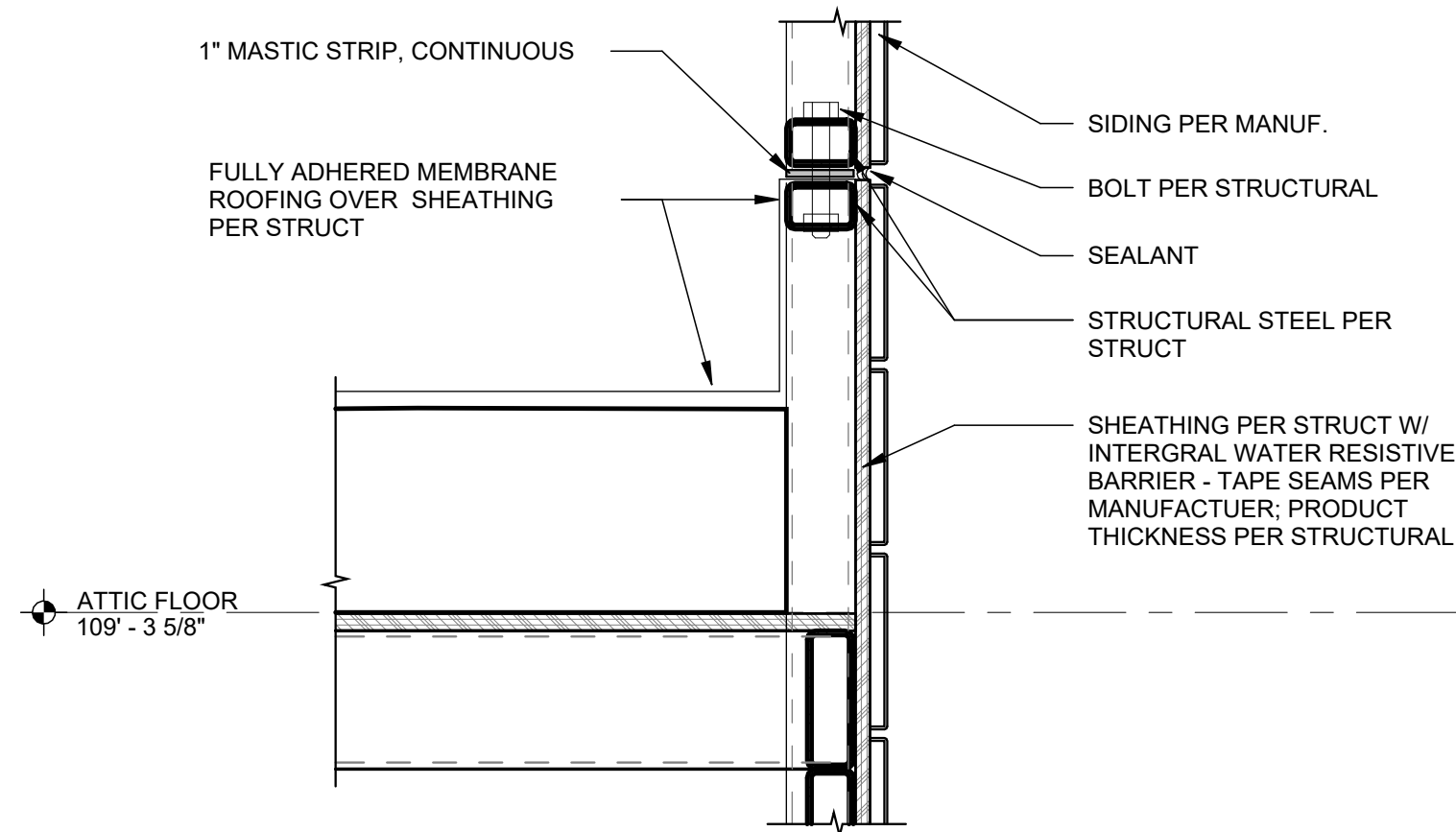
1 EXTERIOR ELEVATION - EAST
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EXTERIOR ELEVATION KEYNOTES	
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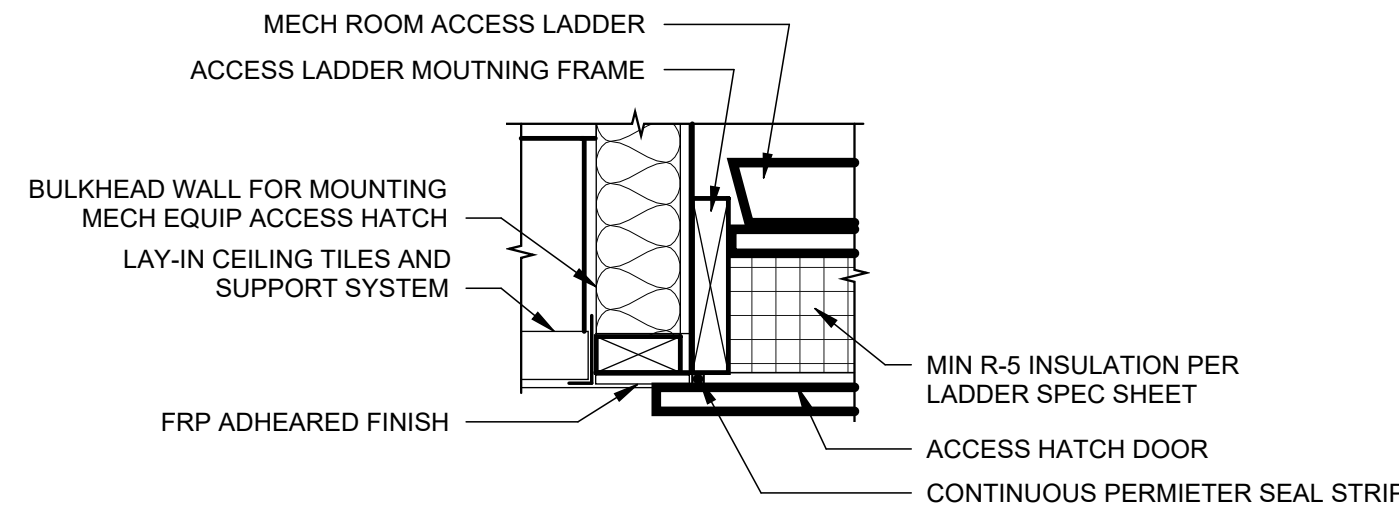
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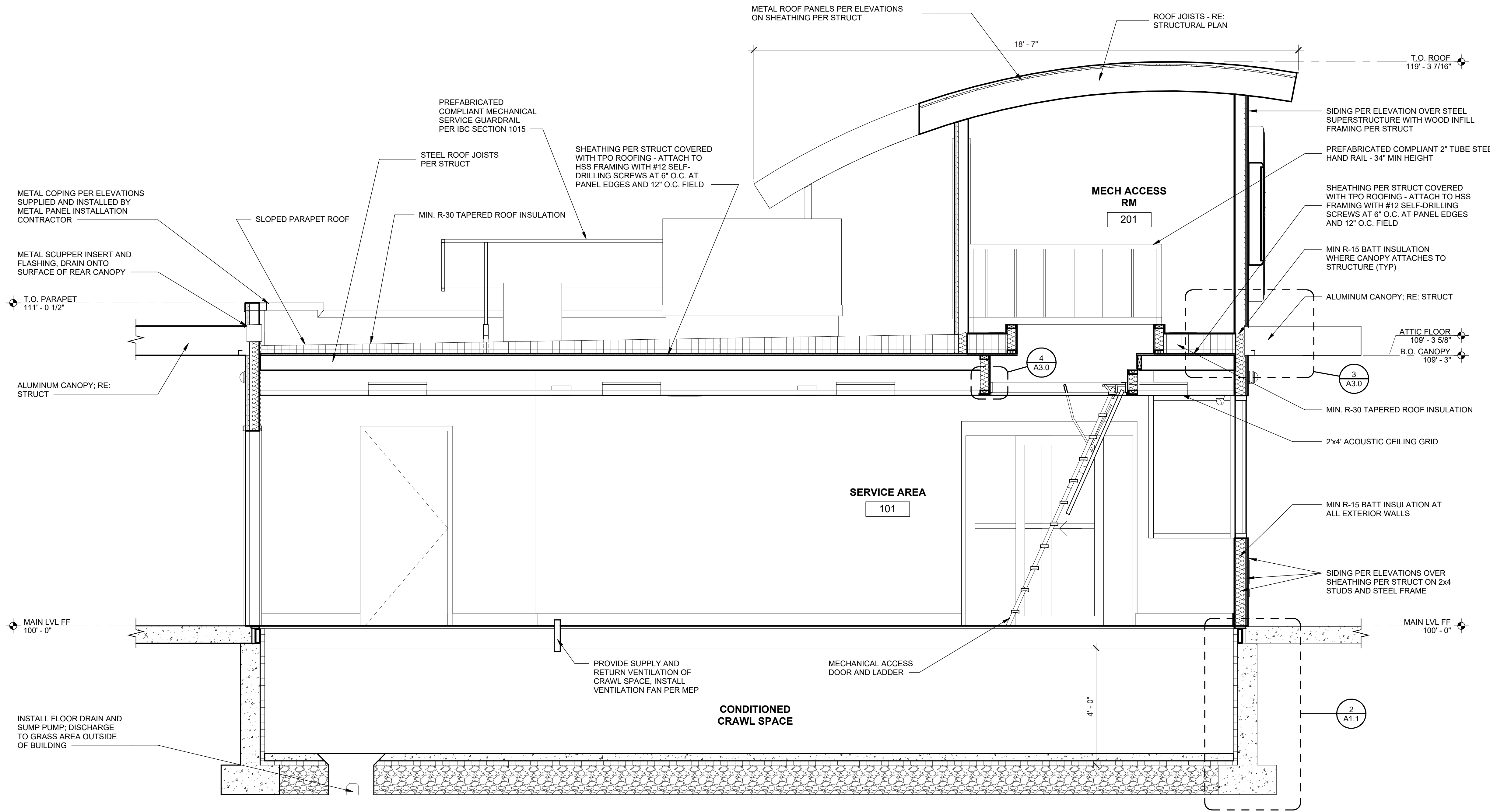
2 CANOPY CONNECTION
1 1/2" = 1'-0"



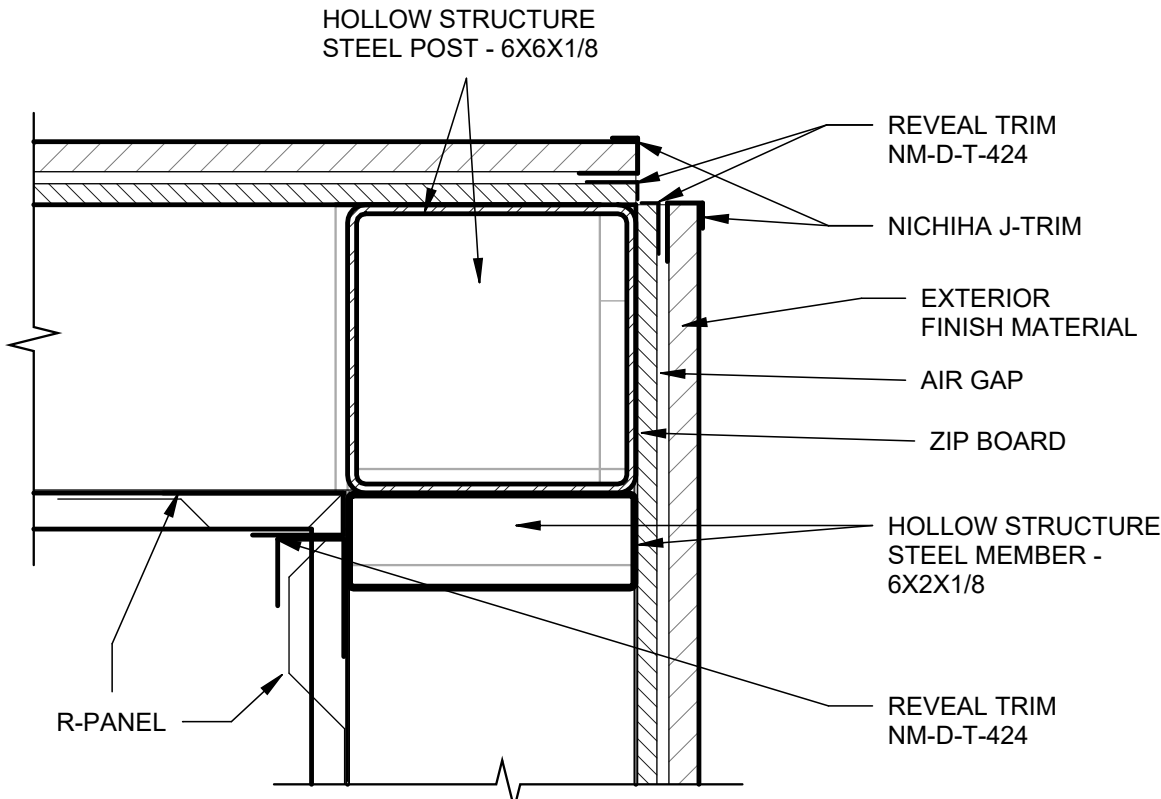
3 CONNECTION AT BASE/TOP
1 1/2" = 1'-0"



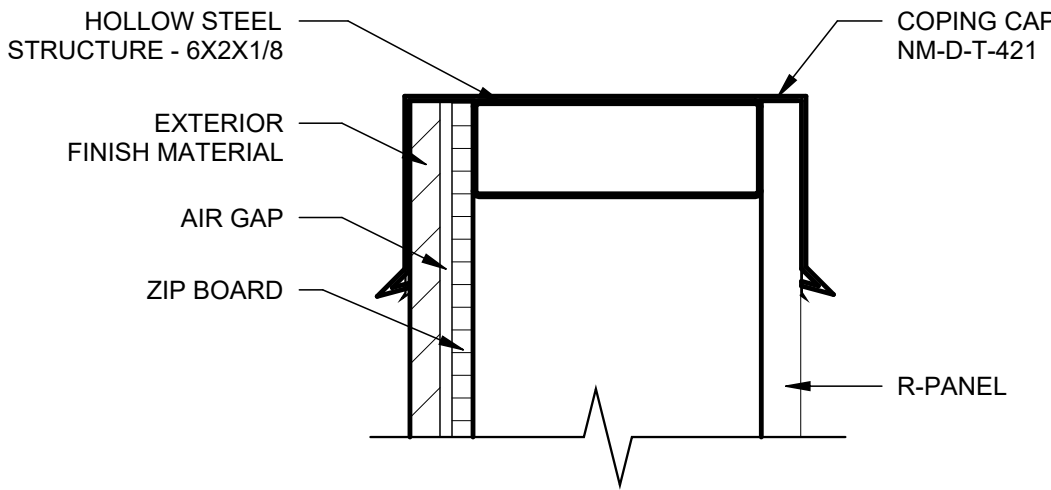
4 MECH ACCESS HATCH CONNECTION
1 1/2" = 1'-0"



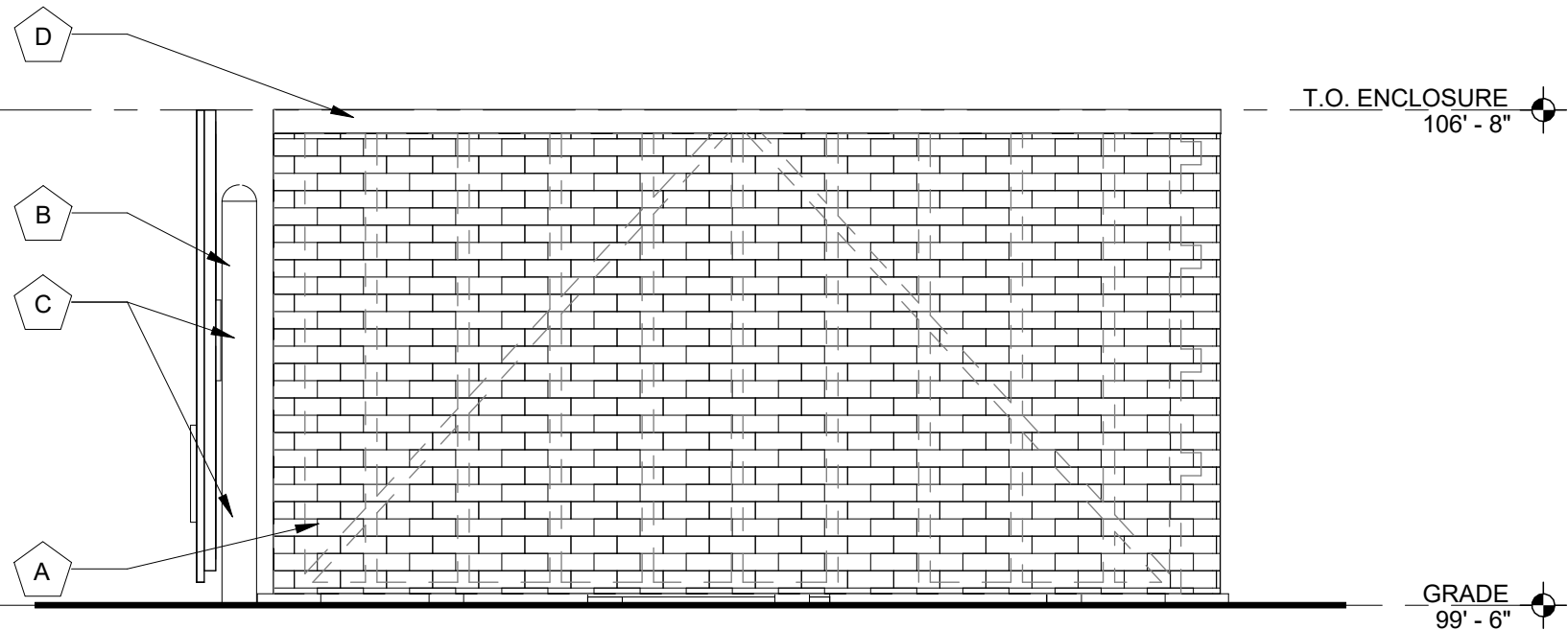
1 BUILDING SECTION
1/2" = 1'-0"



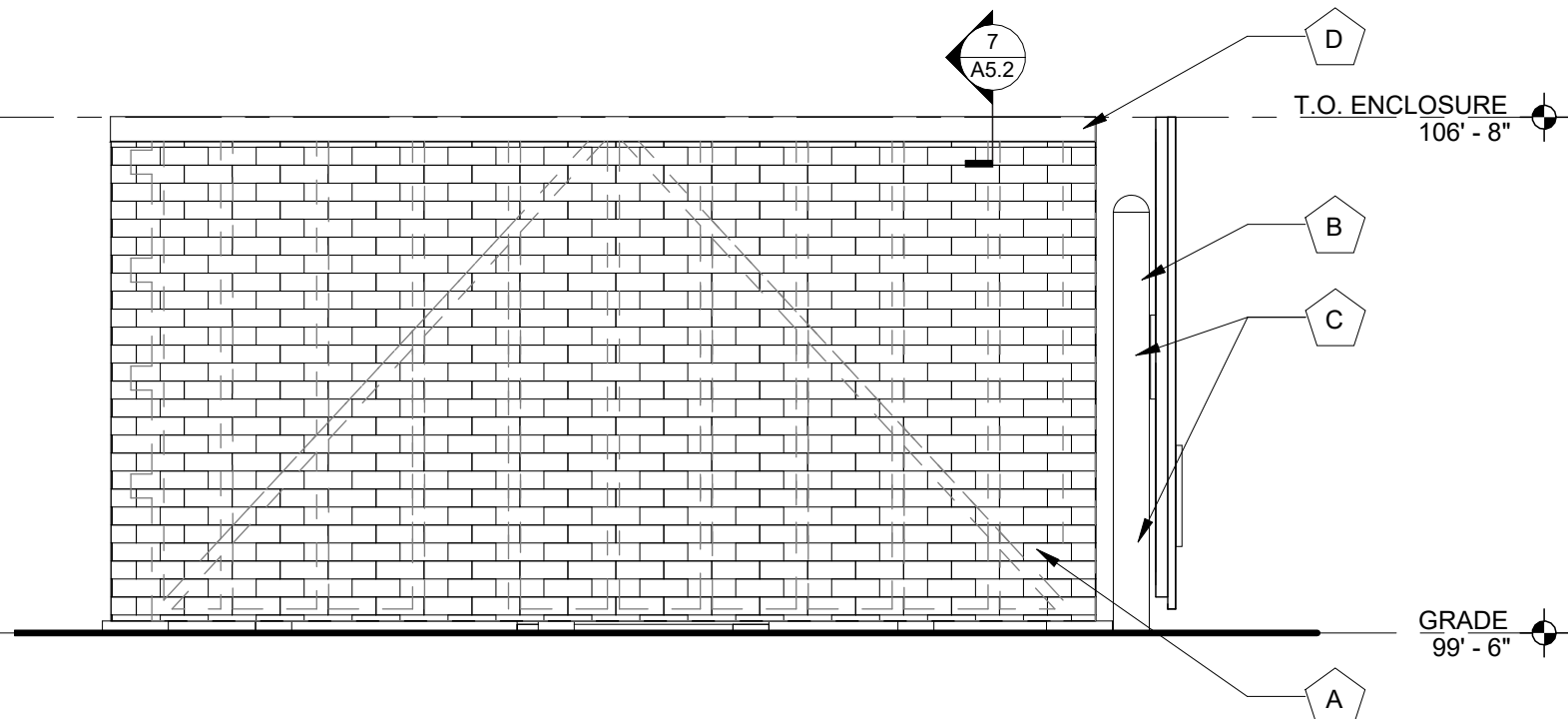
8 CORNER DETAIL
3" = 1'-0"



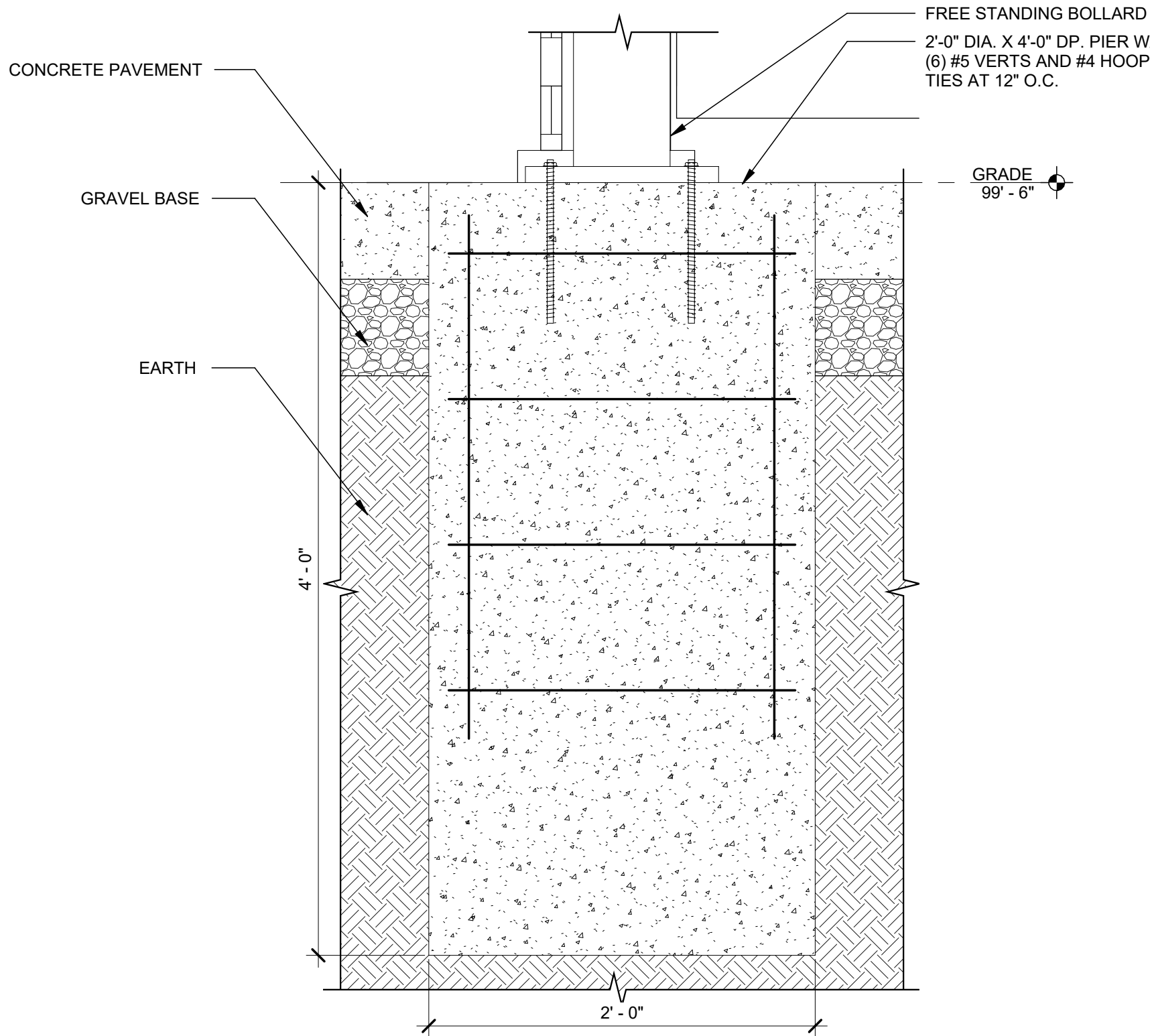
7 TOP COPING DETAIL
3" = 1'-0"



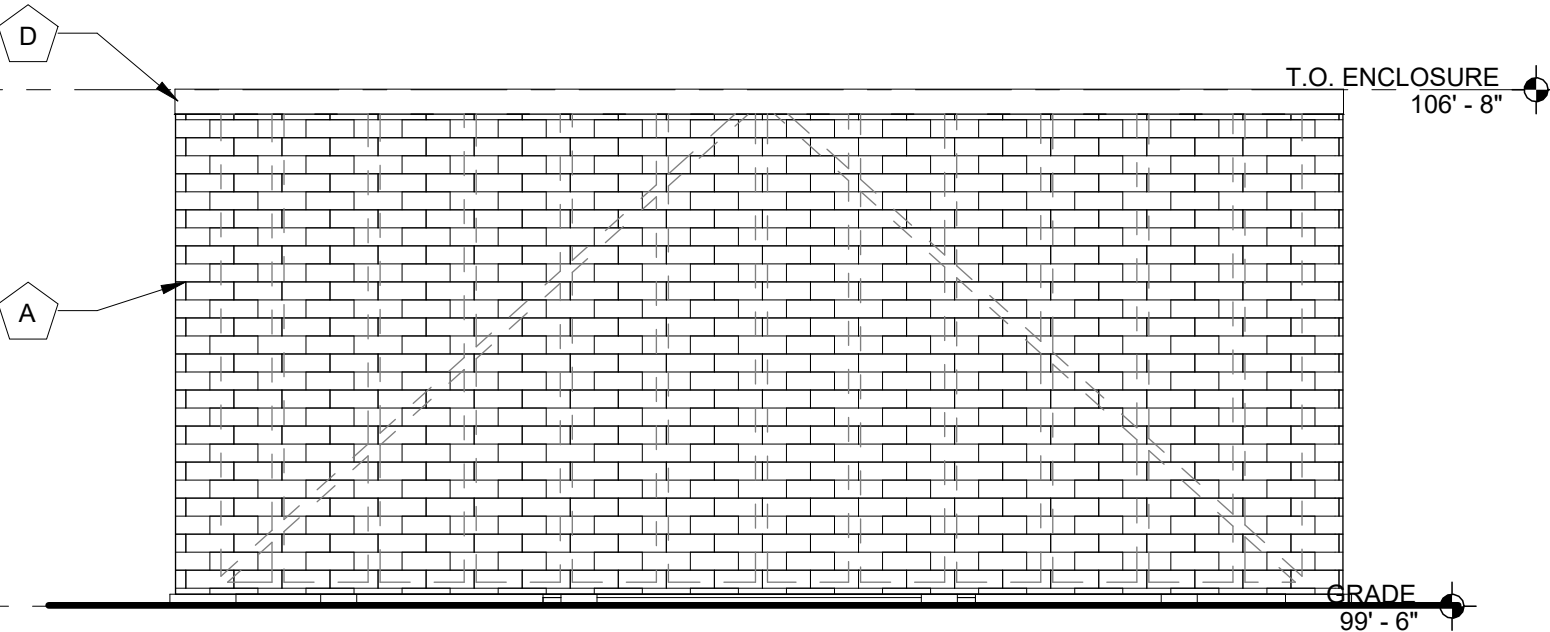
5 DUMPSTER ELEVATION - RIGHT
3/8" = 1'-0"



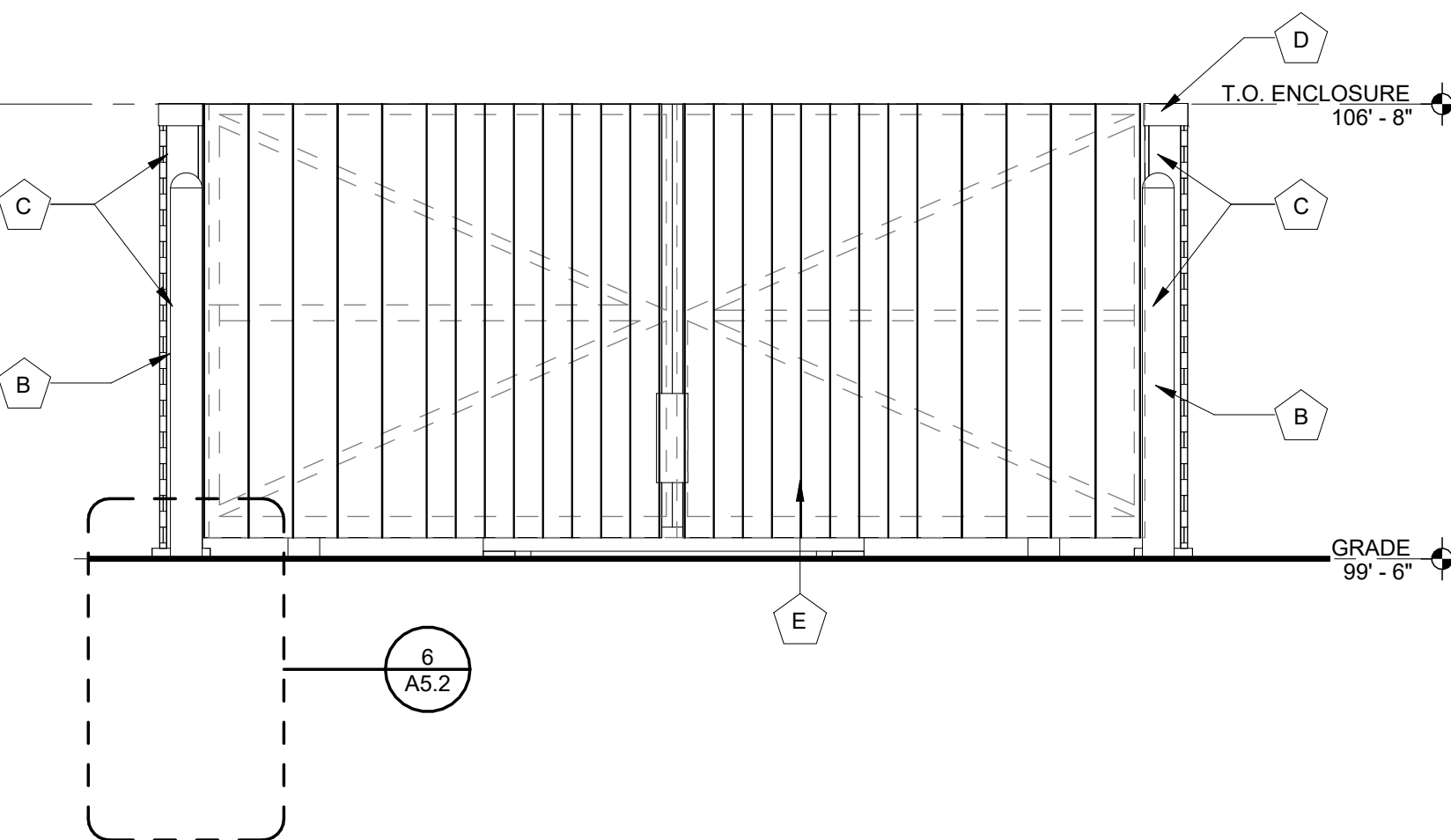
3 DUMPSTER ELEVATION - LEFT
3/8" = 1'-0"



6 FREESTANDING BOLLARD FOUNDATION DETAIL
1 1/2" = 1'-0"



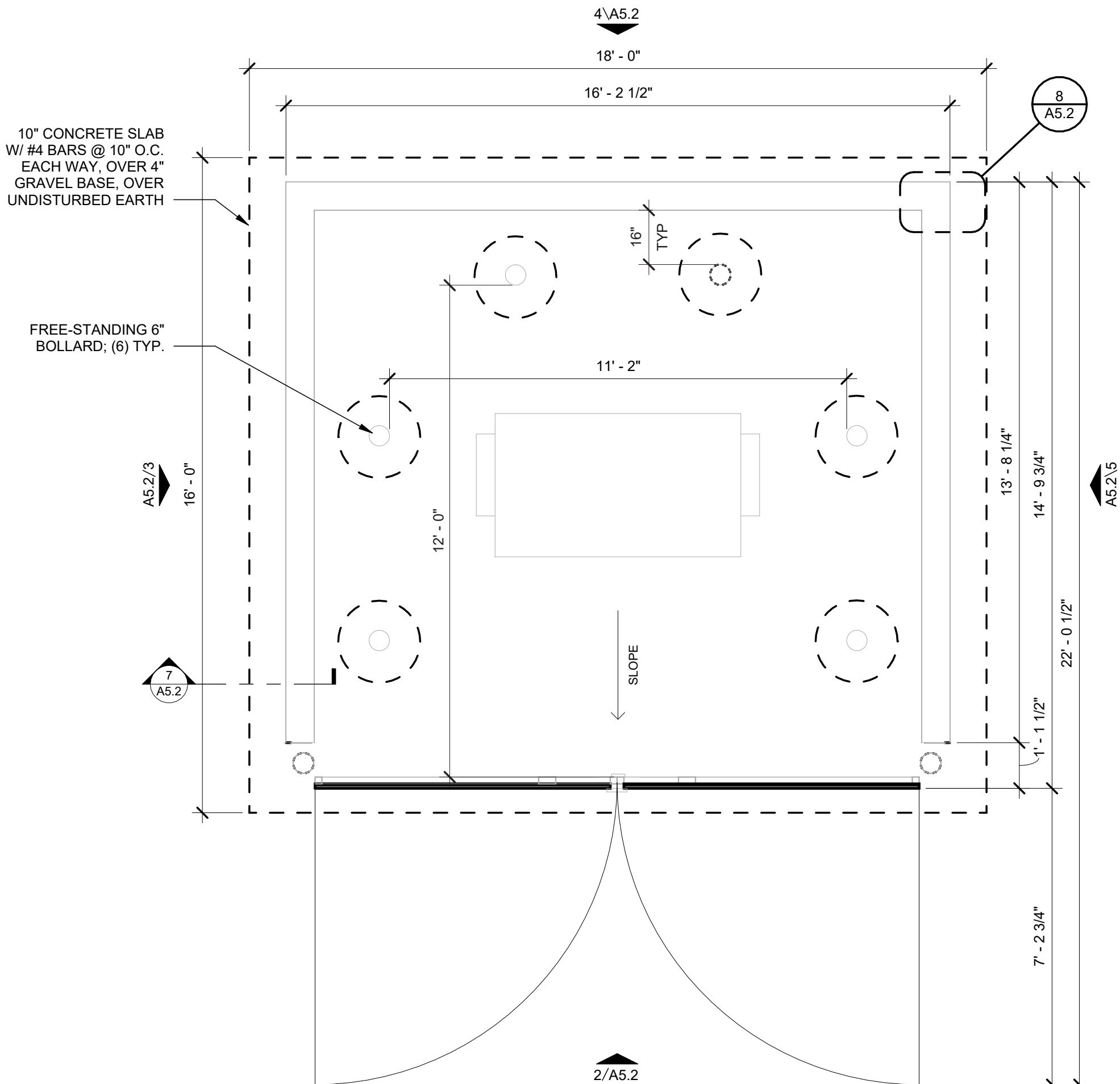
4 DUMPSTER ELEVATION - BACK
3/8" = 1'-0"



2 DUMPSTER ELEVATION - FRONT
3/8" = 1'-0"

DUMPSTER ELEVATION KEYNOTES	
NOTE NO.	NOTE TEXT
A	NICHIHA FIBER CEMENT SIDING - MIDNIGHT MODERN BRICK
B	PAINT ALL EXPOSED STEEL AND BOLLARDS WITH PT-10- SHERWIN WILLIAMS SW-9177 "SALTY DOG"
C	PAINT HINGES AND TERMINATION COPINGS PT-11- SHERWIN WILLIAMS SW-6258 " TRICORN BLACK"
D	BERRIDGE ZINC GREY COPING
E	1X6 VERTICAL CLEAR SEALED CEDAR PLANK GATE DOOR CLADDING

- GENERAL NOTES:
- SITE WORK AND PREPARATION TO BE PERFORMED BY SITE CONTRACTOR. COORDINATE SCOPE OF WORK WITH PREFABRICATOR.
 - COMPLETE NICHIHA SYSTEM AND ACCESSORIES INCLUDING MATCHING MANUF. FABRICATED CORNERS, FLASHINGS AND TRIMS. INSTALL PER MANUF. INSTALLATION INSTRUCTIONS.
 - STRUCTURE DASHED BEYOND FOR REFERENCE.



1 DUMPSTER FLOOR PLAN
3/8" = 1'-0"



**NATIONAL
MODULAR
MFG.**



707 n. 6th street
kansas city, ks 66101
www.veritas-ad.com
913.308.1460
consulting engineer:

7 BREW DRIVE THRU - MENOMONEE FALLS

MILBREW HOLDINGS, LLC

MENOMONEE FALLS

REVISIONS

No.	Description	Date
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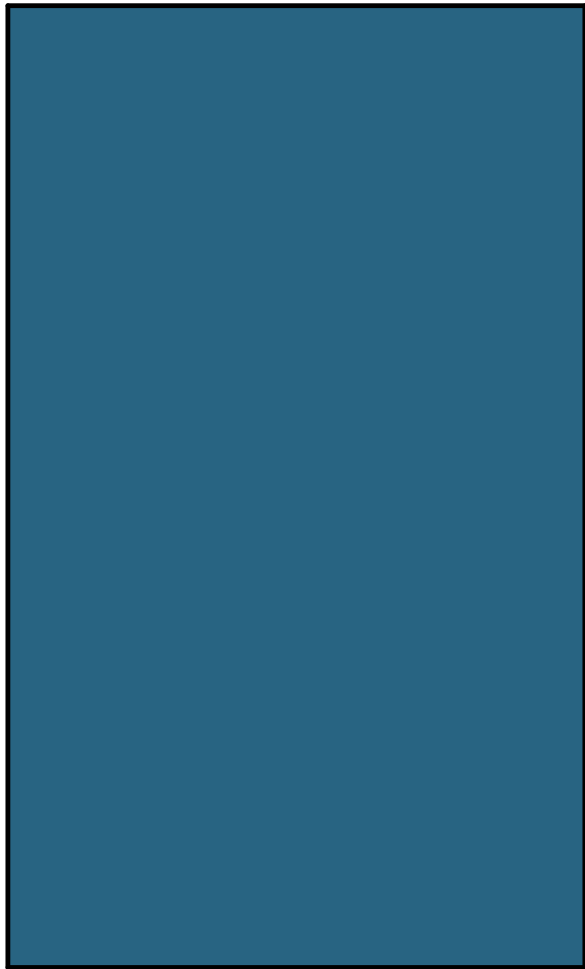
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04/29/2025

project no.:
22.23.15

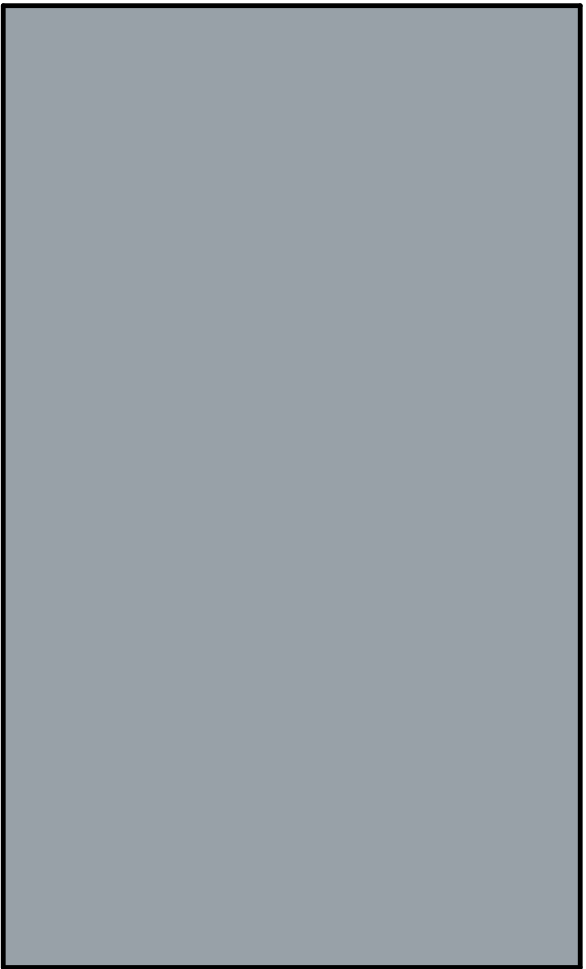
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TRASH ENCLOSURE

sheet no.:

A5.2



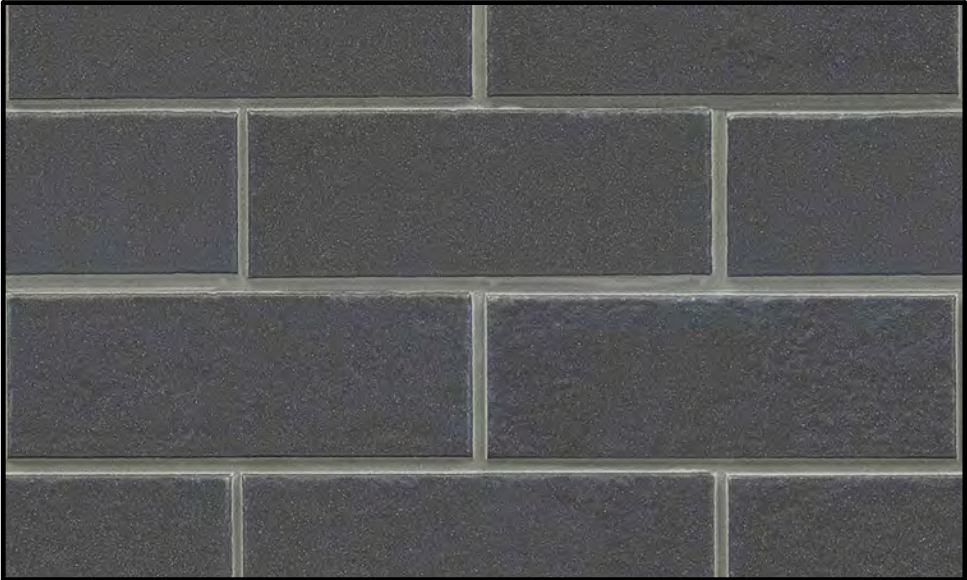
BLUE METAL PANEL MP-2
BRAND: BERRIDGE
COLOR: ROYAL BLUE
FINISH: LOW SHEEN SMOOTH - REFLECTIVITY .26



COPING TRIM METAL MP-3
BRAND: BERRIDGE
COLOR: ZINC GREY
FINISH: LOW SHEEN SMOOTH - REFLECTIVITY .39



FIBER-CEMENT PANEL SIDING - BRK-2
BRAND: NICHHA
COLOR: SHALE BROWN
FINISH: CANYON BRICK



FIBER-CEMENT PANEL SIDING - BRK-1
BRAND: NICHHA
COLOR: MIDNIGHT
FINISH: MODERN BRICK

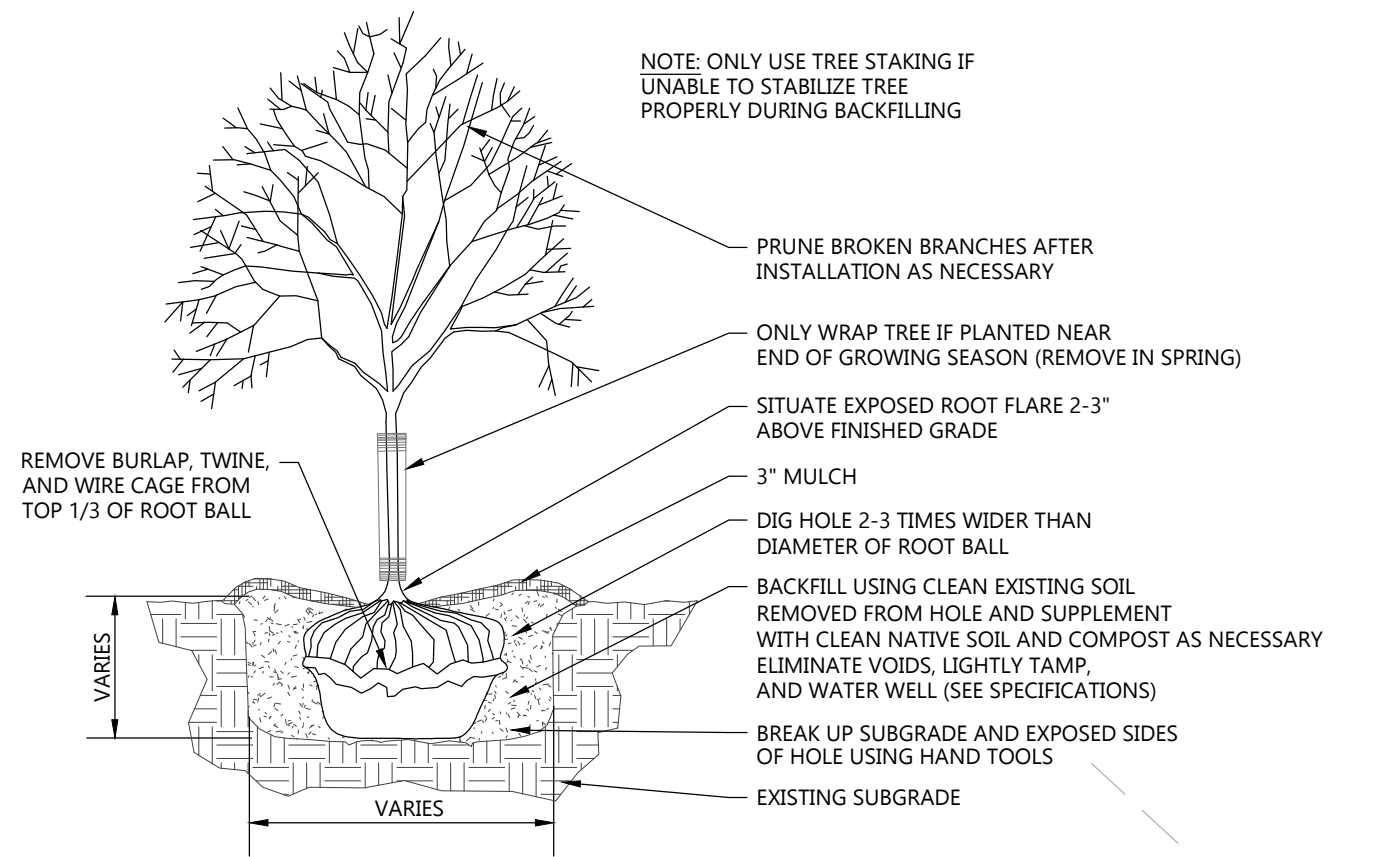
22.23.15
7 BREW DRIVE THRU -
MENOMONEE FALLS
04/29/2025

MATERIAL COLOR
BOARD



22.23.15
7 BREW DRIVE THRU -
MENOMONEE FALLS
04/29/2025

RENDERINGS



DECIDUOUS TREE PLANTING DETAIL

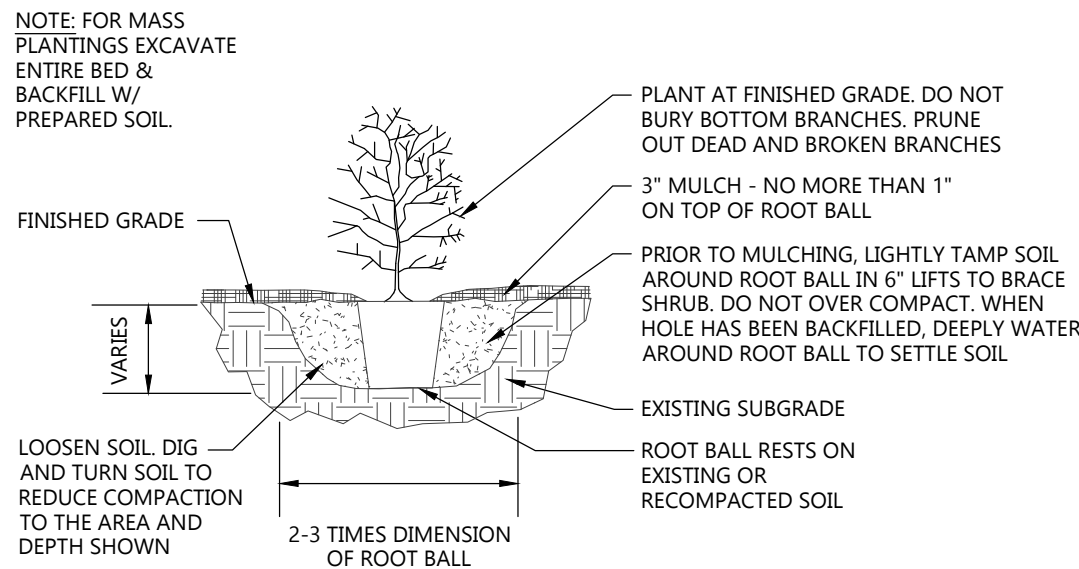
NOT TO SCALE

EXISTING TREES TO REMAIN LIST

PLANT TYPE	SIZE	QUANTITY
DECIDUOUS TREE (IN RIGHT OF WAY)	3" DIA.	1
DECIDUOUS TREE (ON-SITE)	12" DIA.	1

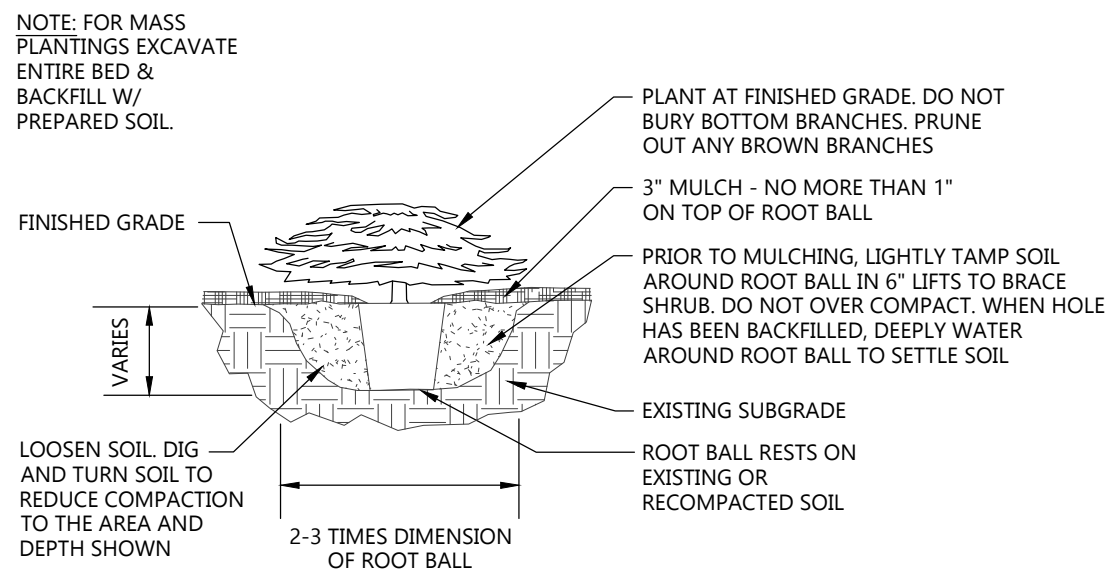
EXISTING TREES TO REMOVE LIST

PLANT TYPE	SIZE	QUANTITY
DECIDUOUS TREE (IN RIGHT OF WAY)	8" DIA.	3
DECIDUOUS TREE (IN RIGHT OF WAY)	10" DIA.	1



DECIDUOUS SHRUB PLANTING DETAIL

NOT TO SCALE



EVERGREEN SHRUB PLANTING DETAIL

NOT TO SCALE

GENERAL NOTES:

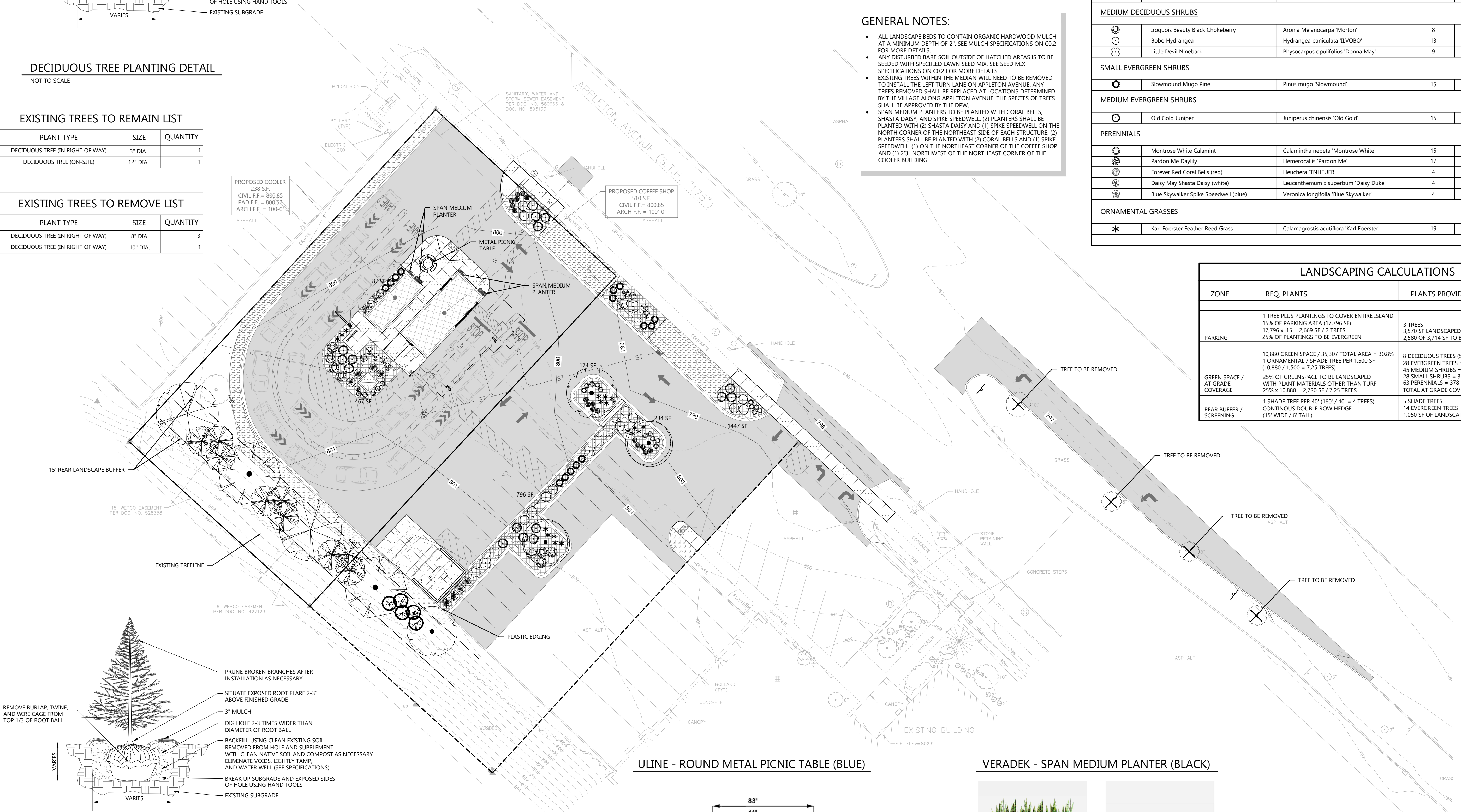
- ALL LANDSCAPE BEDS TO CONTAIN ORGANIC HARDWOOD MULCH AT A MINIMUM DEPTH OF 2". SEE MULCH SPECIFICATIONS ON CD.2 FOR MORE DETAILS.
- ANY DISTURBED BARE SOIL OUTSIDE OF HATCHED AREAS IS TO BE SEEDED WITH SPECIFIED LAWN SEED MIX. SEE SEED MIX SPECIFICATIONS ON CD.2 FOR MORE DETAILS.
- EXISTING TREES WITHIN THE MEDIAN WILL NEED TO BE REMOVED TO INSTALL THE LEFT TURN LANE ON APPLETON AVENUE. ANY TREES REMOVED SHALL BE REPLACED AT LOCATIONS DETERMINED BY THE VILLAGE ALONG APPLETON AVENUE. THE SPECIES OF TREES SHALL BE APPROVED BY THE DPW.
- SPAN MEDIUM PLANTERS TO BE PLANTED WITH CORAL BELLS, SHASTA DAISY, AND SPIKE SPEEDWELL. (2) PLANTERS SHALL BE PLANTED WITH (2) SHASTA DAISY AND (1) SPIKE SPEEDWELL ON THE NORTH CORNER OF THE NORTHEAST SIDE OF EACH STRUCTURE. (2) PLANTERS SHALL BE PLANTED WITH (2) CORAL BELLS AND (1) SPIKE SPEEDWELL. (1) ON THE NORTHEAST CORNER OF THE COFFEE SHOP AND (1) 2" NORTHWEST OF THE NORTHEAST CORNER OF THE COOLER BUILDING.

PLANT SCHEDULE

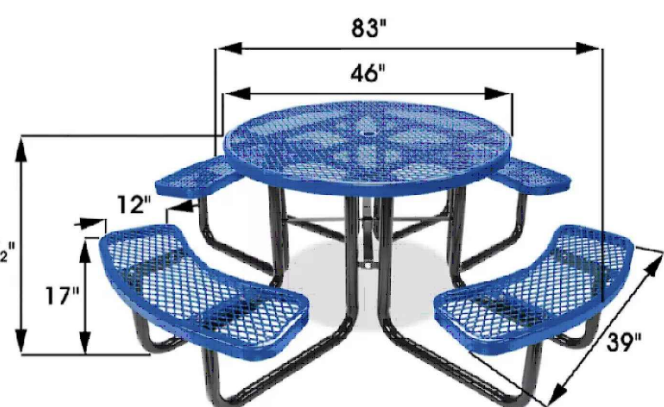
SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITY	PLANTED SIZE	ROOT
DECIDUOUS TREES					
	Armstrong maple	Acer x freemanii 'Armstrong'	2	2 1/2" CAL.	B&B
	Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	2	2 1/2" CAL.	B&B
	Street Keeper Honeylocust	Gleditsia triacanthos 'Draves'	2	2 1/2" CAL.	B&B
	Sweet Street Linden	Tilia americana 'Kromm'	2	2 1/2" CAL.	B&B
EVERGREEN TREES					
	Iowa Juniper	Juniperus chinensis 'Iowa'	5	6' HT.	B&B
	Trautman Chinese Juniper	Juniperus chinensis 'Trautman'	8	6' HT.	B&B
	Blue Arrow Juniper	Juniperus scopulorum 'Blue Arrow'	6	6' HT.	B&B
	Green Giant Arborvitae	Thuja plicata 'Green Giant'	9	6' HT.	B&B
SMALL DECIDUOUS SHRUBS					
	Double Play Doozie Spirea	Spiraea x 'NCSX2'	13	5 GAL.	CONT.
MEDIUM DECIDUOUS SHRUBS					
	Iroquois Beauty Black Chokeberry	Aronia Melanocarpa 'Morton'	8	5 GAL.	CONT.
	Bobo Hydrangea	Hydrangea paniculata 'TLVOBO'	13	5 GAL.	CONT.
	Little Devil Ninebark	Physocarpus opulifolius 'Donna May'	9	5 GAL.	CONT.
SMALL EVERGREEN SHRUBS					
	Slowmound Mugo Pine	Pinus mugo 'Slowmound'	15	5 GAL.	CONT.
MEDIUM EVERGREEN SHRUBS					
	Old Gold Juniper	Juniperus chinensis 'Old Gold'	15	5 GAL.	CONT.
PERENNIALS					
	Montrose White Calamint	Calamintha nepeta 'Montrose White'	15	1 GAL.	POT
	Pardon Me Daylily	Hemerocallis 'Pardon Me'	17	1 GAL.	POT
	Forever Red Coral Bells (red)	Heuchera 'TNHEUER'	4	1 GAL.	POT
	Daisy May Shasta Daisy (white)	Leucanthemum x superbum 'Daisy Duke'	4	1 GAL.	POT
	Blue Skywalker Spike Speedwell (blue)	Veronica longifolia 'Blue Skywalker'	4	1 GAL.	POT
ORNAMENTAL GRASSES					
	Karl Foerster Feather Reed Grass	Calamagrostis acutiflora 'Karl Foerster'	19	1 GAL.	POT

LANDSCAPING CALCULATIONS

ZONE	REQ. PLANTS	PLANTS PROVIDED
PARKING	1 TREE PLUS PLANTINGS TO COVER ENTIRE ISLAND 15% OF PARKING AREA (17,796 SF) 17,796 x .15 = 2,669 SF / 2 TREES 25% OF PLANTINGS TO BE EVERGREEN	3 TREES 3,570 SF LANDSCAPED AREA (SEE CALCULATION BELOW) 2,580 OF 3,714 SF TO BE EVERGREEN = 69.5%
GREEN SPACE / AT GRADE COVERAGE	10,880 GREEN SPACE / 35,307 TOTAL AREA = 30.8% 1 ORNAMENTAL / SHADE TREE PER 1,500 SF (10,880 / 1,500 = 7.25 TREES) 25% OF GREENSPACE TO BE LANDSCAPED WITH PLANT MATERIALS OTHER THAN TURF 25% x 10,880 = 2,720 SF / 7.25 TREES	8 DECIDUOUS TREES (5 BUFFER / 3 PARKING ISLANDS) 28 EVERGREEN TREES = 2,100 SF 45 MEDIUM SHRUBS = 900 SF 28 SMALL SHRUBS = 336 SF 63 PERENNIALS = 378 SF TOTAL AT GRADE COVERAGE = 3,714 SF
REAR BUFFER / SCREENING	1 SHADE TREE PER 40' (160' / 40' = 4 TREES) CONTINUOUS DOUBLE ROW HEDGE (15' WIDE / 6' TALL)	5 SHADE TREES 14 EVERGREEN TREES 1,050 SF OF LANDSCAPE SCREENING



ULINE - ROUND METAL PICNIC TABLE (BLUE)



VERADEK - SPAN MEDIUM PLANTER (BLACK)



EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE

HATCH KEY:

HATCH	LANDSCAPE MATERIAL
	ORGANIC MULCH
	SEEDED LAWN



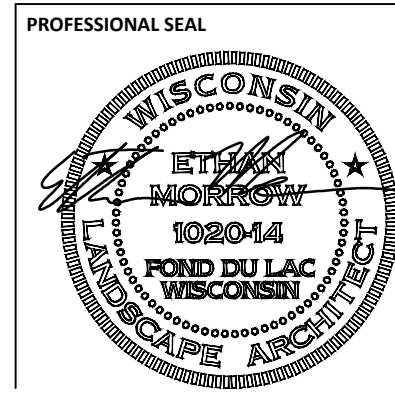
LANDSCAPE AND RESTORATION PLAN



100 Camelot Drive
Fond du Lac, WI 54935
920-926-9800
excelengineer.com

PROJECT INFORMATION

PROPOSED COFFEE SHOP FOR:
7-BREW MENOMONEE FALLS
N82W15449 APPLETON AVE • MENOMONEE FALLS, WI 53051



PRELIMINARY DATES

DEC. 13, 2024
FEB. 19, 2025
FEB. 28, 2025
APR. 16, 2025
APR. 29, 2025

JOB NUMBER

240351800

SHEET NUMBER

C1.4

Village of Menomonee Falls Ordinance No. ____-O-25

**AN ORDINANCE AMENDING CHAPTER 122, (ZONING)
OF THE MUNICIPAL CODE OF THE VILLAGE OF MENOMONEE FALLS, WISCONSIN
FOR LANDS LOCATED AT N82W15449 APPLETON AVENUE, ON THE PARCELS
IDENTIFIED BY TAX KEY NUMBERS 004.3996 and 004.3996.007**

WHEREAS, CORBIN TERLIP OF MILBREW HOLDINGS initiated an amendment to the Village Zoning Map to Rezone lands located on a portion of land located at N82W15449 Appleton Avenue from the C-1 Neighborhood Business District to the C-1 Neighborhood Business District with the OC-5 Commercial Service Overlay District for a coffee shop; and

WHEREAS, the subject land is a portion of the parcel identified by Tax Key Numbers 004.3996 and 004.3996.007; and

WHEREAS, the subject land is legally described as follows:

THAT PT OF LOT 1 CSM #12607 VOL 131/260 REC AS DOC #4787098 BEING ALL OF LOT 1 & LOT 2 CSM #1880 PT NW1/4 OF SW1/4 SEC 11 T8N R20E
The site is 0.82 acres (both parcels).

WHEREAS, a Public Hearing was held on May 5, 2025 regarding the rezoning request, and

WHEREAS, it is deemed to be in the best interest of the Village of Menomonee Falls that the Municipal Code of the Village of Menomonee Falls, as heretofore amended, be further modified and amended in the manner hereinafter more particularly set forth:

NOW, THEREFORE, the Board of Trustees of the Village of Menomonee Falls do hereby ordain as follows:

Section 1. The Zoning Code be amended to Rezone the subject lands from the C-1 Neighborhood Business District to the C-1 Neighborhood Business District with the OC-5 Commercial Service Overlay District for a coffee shop:

Section 2. Except as herein above specifically modified and amended, the Municipal Code of the Village of Menomonee Falls shall remain in full force and effect exactly as originally adopted and remain in full force and effect exactly as originally adopted and previously amended. All ordinances or part of the ordinances inconsistent with or in contravention of the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage and posting.

Adopted by the Village Board of Trustees of the Village of Menomonee Falls on the 5th day of May, 2025.

By:

Jeremy Walz, Village President

Attest:

Amy Dishinger, Village Clerk

Posted: _____



Village Board - Regular

8. a.

Meeting Date: 05/05/2025
Topic: Collective Bargaining Agreement with International Association of Firefighters
From: Mark Fitzgerald, Village Manager
Department: Administration
Presenter: Village Manager
Date of Committee Action (if required): 05/05/2025
Date of Village Board Action (if required): 05/05/2025

Information

Subject:

Approval of Collective Bargaining Agreement effective January 1, 2025 to December 31, 2027 between the Village of Menomonee Falls and the International Association of Firefighters Local 3879.

Background Information:

Key Issues for Consideration:

Action By Committee or Village Board:

Attachments

Summary of Contract Changes
Contract between VMF and Local 3879 International Association of Firefighters

Village Board of Trustees

Collective Bargaining Agreement between the Village of Menomonee Falls and the Menomonee Falls Local 3879, International Association of Firefighters (IAFF)

May 5, 2025

Summary of Contract Changes

1. Three (3) year agreement – January 1, 2025 through December 31, 2027
2. Removed “Duration” paragraph on page 3 as this was also addressed in Article 25 of contract
3. Article 1 – Recognition – updated to include full-time paramedics
4. Article 6 Seniority – Section 1 – for probationary period, updated to include language that indicated paid time off shall count toward the number of hours worked unpaid leave for partial or full days shall not count.
5. Article 6 Seniority – Section 2 – Seniority list – updated to draw distinction for those hired prior to 12/31/2024. Included language indicating for individuals hired on the same date after January 1, 2025, seniority placement shall be determined by the Chief after consultation with the union.
6. Article 7 Hours – Section 1 – added language stating that employees will be allowed to bid for work reduction days within their shift and not more than one work reduction day per pay period. Work reduction day bidding will occur after vacation selection and the Chief has the ability to limit the number of work reduction shifts per work period. If two or more employees bid on same work reduction shift, then seniority prevails.
7. Article 7 Hours – Section 2 – add language stating employees may bid on shift assignments based on seniority. The Chief retains the ability to determine assignment eligibility based on needs and nothing prohibits the village from moving an employee from one shift to another shift. Employees shall be given reasonable notice of all shift assignment changes whether temporary or permanent, but advanced notice of shift change is not required for temporary shift changes for training purposes.
8. Article 7 – Section 5 – Removed language about fire chief assigning members to appropriate work shift given new language added in Section 2
9. Article 8 Overtime – Section 2 – added phone number at end of paragraph.
10. Article 8 Mandatory Overtime – Section 4 – A iii – added language stating bargaining unit members who are mandated for overtime must promptly respond with a confirmation that they received the mandate, per the sender’s instructions.
11. Article 8 Mandatory Overtime – Section 4 – C – Paragraph 4 – modified for ¼ hour rounding
12. Article 9 Compensation – Section 3 – Paydays – modified language stating unless the pay date and cycle is modified by the village for all village employees, bargaining unit members will be paid bi-weekly every other Friday.

13. Article 10 Holidays – included language stating new hires to receive a prorated number of holiday hours off unless the full allotment is authorized by the Chief.
14. Article 11 Vacation – Section 3 Vacation Selection – changed Supervisor in paragraph 3 to Command Staff
15. Article 11 Vacation – Section 4 Number limited – changed the maximum number to three members off on vacation or two members off on vacation and one off on work reduction.
16. Article 11 Vacation - Section 6 Records – Removed this section as this is available in UKG for review
17. Article 12 Time trades – removed reference to appropriate form and modified language to state through departmental process. Notice must be submitted to shift commander for approval.
18. Article 13 Leaves of Absence – Section 4 Jury Duty – added language stating if an employee is dismissed from such jury or witness duty one or more hours prior to the end of the employee's regularly scheduled working hours, then the employee shall report to work for the balance of the working day unless alternative arrangements are authorized by the Chief.
19. Article 14 Sick Leave – Section 2 Accumulation – with system change to UKG, modified accrual to be an amount per 26 pay periods versus monthly accrual with same annual limit.
20. Article 16 Health, Dental, and Life Insurance – Section 1 – modified language to state Employees may participate in the health care plan(s) offered to Union members by the Village. The plan specifies eligibility requirements, enrollment procedures, coverage, and co-payment details. The Village has the sole right to select the health care plan, plan administrator, and plan design. Clarified enrolled members would be 10% of premium.
21. Article 17 – Retirement Fund Contributions – modified Village contribution to a bi-weekly pay period contribution that is a flat dollar amount that would increase based on across the board increase amounts versus a flat dollar plus a calculation of four tenths of the top step salary. This simplifies set up for UKG.
22. Article 18 – Time Off – clarified language for union to identify bargaining team members.
23. Article 19 – Clothing Allowance – Section 3 Upkeep – modified language to allow probationary employees to receive clothing allowance in the second pay period following the completion of probation. Effective January 1, 2026, employees will receive their annual clothing allowance in the month following their full-time anniversary date versus in December of the year for all. All full-time employees hired after August 1, 2023 through January 1, 2025 would receive a one-time payment of the allowance.
24. Article 20 – Education/Tuition Expense – replaced Assistant Fire Chief with Fire Chief
25. Article 20 – Education/Tuition Expense – Section 6, Paragraph A – added language spelling out procedure to calculate prorated portion.

26. Article 25 – Duration – updated for years of new contract.
27. Article 27 – Lateral Transfers – included references to firefighter/paramedic along with reference to probationary period in Article 6 Appendix A – Updated Wage Schedule for contract years
28. Appendix A – added language indicating only dual certified firefighter paramedics receive paramedic incentive.
29. Appendix A – updated Lieutenant incentive increases to 5%
30. Appendix B – includes reference to procedures in Section 6 for Education/Tuition Expense

CONTRACT BETWEEN
THE VILLAGE OF MENOMONEE FALLS

And

**LOCAL 3879, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS**

January 1, 2025 - December 31, 2027

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AGREEMENT

This Agreement made and entered into by and between the Village of Menomonee Falls, Waukesha County, Wisconsin, a Municipal Corporation, hereinafter referred to as "Employer", and the Professional Firefighters of Menomonee Falls Local 3879 hereinafter referred to as "Association."

PREAMBLE

Whereas both parties are desirous of facilitating a peaceful adjustment of all grievances and disputes which may arise from time to time between the Employer and its employees for whom the association acts as the bargaining agent, the parties agree as follows:

- A. Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and enter into an Agreement covering rates of pay, hours of work, and conditions of employment as well as procedures for reducing potential conflict.
- B. This Agreement shall be binding on the parties.
- C. Conflicting Ordinances and Resolutions: The terms and conditions of this Agreement shall supersede ordinances and resolutions where there is a conflict with this Agreement.
- D. Existing Benefits: The Employer intends to continue other authorized existing employee benefits affecting wages, hours and conditions of employment not specifically referred to or modified by this Agreement.
- E. This Agreement shall be ratified by the Village Trustees.

ARTICLE 1

RECOGNITION

The Employer recognizes the Association as the exclusive collective bargaining agent for all full-time firefighters and full-time paramedics employed by the Village working 40 hours or more per week, excluding supervisory, managerial and custodial employees.

ARTICLE 2

NO STRIKE - NO LOCKOUT

SECTION 1. NO STRIKE. The Association affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or to participate in such strike. However, the Association shall not be held responsible for the independent actions of any Association members provided it exerts its best efforts to prevent such actions.

SECTION 2. NO LOCKOUT. The Employer agrees that there shall be no lockout of the employees covered by this Agreement.

ARTICLE 3

DISCRIMINATION

It is mutually agreed that there shall be no coercion, intimidation or discrimination by the Employer or the Union against any employee because of membership or non-membership in the Union. The Employer and the Union agree not to discriminate against any employee for any reason prohibited by applicable Village, State and/or Federal laws. Any dispute related to this article shall be resolved through the resolution procedures provided in this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

The normal functions of management and the direction of working forces including, but not limited to, the hiring of employees, suspending, discharging, or otherwise disciplining of employees, establishing reasonable rules and regulations, scheduling of work, the determination of methods and means of operations, and the control and regulation and use of all equipment are exclusive functions of the Employer; provided, however, that in the exercise of such functions the Employer shall observe the provisions of this Agreement and applicable State and local laws.

ARTICLE 5

DUES

VOLUNTARY DUES DEDUCTION

Membership in the Association is not required. Employees have the right to join, not join, maintain or drop their membership in the Association as they see fit subject to certain limitations set forth herein. Neither party shall exert undue pressure on or discriminate against any employee in regard to these matters.

The Employer shall deduct, biweekly, dues and assessments, in an amount certified by the Secretary-Treasurer of the Association from the pay of those employees who have individually and voluntarily signed an authorized payroll deduction card. The Village will make the deduction on the first full payroll following receipt of the payroll deduction card signed by the employee. The total amount of deductions shall be remitted via direct deposit within 10 days of the deduction to the Association's designated account. Deductions may be terminated by the employee filing written notice with the Village and the Association at least thirty (30) days prior to the first paycheck from which the deductions will not be made.

The Employer shall not be liable to the Association, employees, or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual dues deductions from the employees' wages to the Association under this Article.

The Employer also agrees to deduct, biweekly, contributions to the Association's designated political action committee from an employee's wages and transmit the same directly to the Association. The Village will make the deduction on the first full payroll following receipt of a written authorization signed by the employee. Any employee contributions to the Association's political action committee shall be transmitted by separate check to the Association. An employee may revoke such authorization at any time, upon written request to the Village.

ARTICLE 6

SENIORITY

SECTION 1. PROBATIONARY PERIOD. New employees shall be on a probationary status for a period of 365 calendar days. If still employed after such date, seniority shall date from the first date of fulltime employment with the Fire Department. For purposes of calculating exhaustion of the probationary period only, paid time off shall count toward the number of hours worked, but unpaid leave for partial or full shifts shall not count. Probationary periods may be extended by mutual agreement between the Association and the Employer.

SECTION 2. SENIORITY LIST. The Employer shall prepare and maintain an up-to-date master seniority list of all bargaining unit members. Seniority shall be determined by continuous full-time service in the Fire Department. Such list shall be kept up-to-date and posted on department bulletin boards. If a situation arises where two employees have the same length of service, the person with the higher rank will be considered senior. In the event the individuals have the same rank, seniority will be determined by initial test scores for employees hired prior to December 31, 2024. For individuals hired on the same date after January 1, 2025, seniority placement shall be determined by the Chief after consultation with the Union.

SECTION 3. LOSS OF SENIORITY AND TERMINATION. An employee shall lose his/her seniority rights for the following reasons only:

- A. If he/she resigns.
- B. If he/she has been dismissed and not reinstated.
- C. If he/she had been on laid-off status in excess of two (2) years.
- D. If he/she retires on regular service retirement.

SECTION 4. RETENTION OF SENIORITY. For the purpose of sick leave, retirement, health, dental and life insurance, an employee's eligibility shall continue if transferred from one department of the Employer to the Fire Department. With respect to vacation, such transferring employees should be entitled to an amount of vacation based on his/her continuous employment with the Employer, but vacation scheduling/ preferences shall be based on continuous full time service in the Fire Department during which time that position is represented by IAFF Local 3879.

SECTION 5. FIRE LIEUTENANT. The position of Fire Lieutenant will be instituted, with a salary as listed in Appendix A. Full-time members will be eligible to be considered for this position under current department promotional policies.

SECTION 6. STUDENT PRECEPTING. Effective January 1, 2024, employees assigned by the Fire Chief, or designee, to precept EMS students authorized to ride along in order to meet with requirements of a technical college program or equivalent shall be paid an additional \$1.50 per hour for the hours spent precepting.

ARTICLE 7

HOURS

SECTION 1. The workday (duty day) for the bargaining unit members shall consist of a twenty-four (24) hour day starting at 0700 hour and ending at 0700 hours the following day. The normal workweek shall average fifty-six (56) hours per week with a three (3) shift system under the procedure of the "California Plan", work 24 hours - off 24 hours - work 24 hours - off 24 hours - work 24 hours - off 96 hours. The work period shall consist of twenty-eight consecutive days.

Shift personnel shall be assigned a work reduction allotment of eight (8) twenty-four (24) hour work days known as "Kelly Days". This brings the workweek average to fifty-three (53) hours. The work reduction allotment is intended to fully satisfy the requirements of the Fair Labor Standards Act (FLSA) and shall be assigned by the employer equally spaced throughout the year. Employees shall bid within their shift for the employee's work reduction shift based on a schedule prepared by the Chief of available days and depending on whether the work reduction shift falls within an eligible work period for that employee (maximum of one work reduction shift per work period). The Chief may limit the number of work reduction shifts per work period. This work reduction day bidding shall be completed before vacation selection and after the shift bid selection has occurred. If two or more employees bid for the same work reduction shift, then seniority shall prevail as the basis for selection provided employees with necessary qualifications remain scheduled to work.

SECTION 2. Employees shall be permitted to bid for shift assignments based on seniority. The Chief retains all authority to set assignment eligibility based on the needs of the Village. Nothing herein prohibits the Village from moving an employee from one shift to another shift. Temporary changes in schedule assignments may be made to assure that no schedule assignment has more than one employee than another schedule assignment. In no event will a temporary change be made if it would result in no employee being assigned to a given schedule assignment. A bargaining unit member shall be given reasonable notice of all shift assignment changes, whether temporary or permanent. Temporary shift changes for training purposes do not require such advanced notice and may be made by agreement between the employee and the Fire Chief or his/her designee.

SECTION 3. Bargaining unit members shall be allowed to switch working days in accordance with the Time Trade Provision (Article 12) of this Agreement.

SECTION 4. Bargaining unit member shall have a one hour paid lunch which shall commence as near as reasonably practicable to 1200 hours. If the lunch or dinner period is interrupted by a call, such lunch period can be taken at another non-standby time that day.

Standby duties shall be performed 0730 -0800 hours and from 1700 hour to 0630 hours the following day.

The following days shall be considered as Standby time from 0730 - 0800 and 0930 - 0630 hours the following day. New Year's Eve, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

When on standby, bargaining unit members shall respond to calls, restore equipment, apparatus, and personnel to a state of readiness after a call, perform emergency duties and participate in training. No training will be started after 2100. Bargaining unit members will also be required to participate in any scheduled Village or department sanctioned events during standby time.

SECTION 5. SHIFT SELECTION. Members shall be assigned to their perspective work shift no later than the October 1st of the previous year.

ARTICLE 8

OVERTIME

SECTION 1. Any time worked outside of regularly scheduled hours will be paid on an overtime basis.

SECTION 2. Scheduled overtime shall be offered to all personnel not currently scheduled for that shift by e-mail and phone call or text message, at the discretion of the Fire Chief. It is incumbent upon bargaining unit members to supply a current personal email and cell phone number.

There are two types of overtime; voluntary and mandatory. The process for each is as follows:

SECTION 3. VOLUNTARY OVERTIME. Overtime present at the creation of the following month's schedule shall be offered to all members no less than 10 days prior to the start of that month.

- i. Members shall be allowed no less than 6 hours to respond to this voluntary overtime offering via email reply, or per the senders' instructions.
 - ii. The voluntary overtime shall be awarded to the most senior member with the needed certifications contacting the requester when that time expires.
 - iii. Shifts that remain unfilled after this process shall be filled by assigned mandatory overtime.
- B.** Newly open shifts that arise after the schedule is created, but more than 7 days prior to the open shift, shall be offered to all members.
 - i. Members shall be allowed no less than 1 hour to respond to this voluntary overtime offering via email reply, or per the senders' instructions.
 - ii. The voluntary overtime shall be awarded to the most senior member with the needed certifications contacting the requester when that time expires.
 - iii. Shifts that remain unfilled after this process shall be filled by assigned mandatory overtime.
- C.** Newly open shifts that arise after the schedule is created, but 7 days or less AND 12 or more hours prior to the open shift, shall be offered to all members.
 - i. Members shall be allowed no less than 1 hour to respond to this voluntary overtime offering via email reply, or per the senders' instructions.
 - ii. The voluntary overtime shall be awarded to the most senior member with the needed certifications contacting the requester when that time expires.
 - iii. The member who is awarded the shift shall be moved to the bottom of appropriate mandate list, the same as if they were mandated.

- iv. Shifts that remain unfilled after this process shall be filled by assigned mandatory overtime.
- D. Newly open shifts that arise after the schedule is created, but less than 12 hours from the start of the shift shall be offered to all members.
 - i. The voluntary overtime shall be awarded to a member with the needed certifications on a first-come first-serve basis.
 - ii. The member who is awarded the shift shall be moved to the bottom of appropriate mandate list, the same as if they were mandated.
 - iii. Shifts that remain unfilled after this process shall be filled by assigned mandatory overtime.

SECTION 4. MANDATORY OVERTIME.

- A. When no eligible members have responded to a voluntary overtime offering, mandatory overtime shall be assigned to members with the needed certifications who are not currently scheduled to work that shift. Members on vacation, trade or Prime Vacation may not be mandated. When a member is mandated, the shift becomes their responsibility.
 - i. At the time the initial monthly schedule is created, everyone is eligible to be mandated. Notification of overtime shift assignment shall be by department and personal emails.
 - ii. The schedule will be completed and published no less than 10 days prior to the start of the month. Station assignments may be made at a later date.
 - iii. After publication of the schedule, only members who are scheduled to work between the time of the offering and the open shift shall be considered eligible for mandatory overtime. Notification for assignment of this overtime shall be by department email and phone call. Bargaining unit members mandated for overtime must promptly respond with a confirmation that they received the mandate, per the sender's reasonable instructions.
 - iv. A member who has been mandated may give away the shift to another member who holds the required certifications.
- B. Mandatory overtime shall be assigned based on two independent, rotating lists with each starting with the least senior member and ending with the most senior member.
 - i. Long-Term Mandatory Overtime List

This list shall be used for overtime offered more than 7 days prior to the shift opening.
 - ii. Short-Term Mandatory Overtime List

This list shall be used for overtime offered 7 days or less prior to the open shift.

- C. In all cases, shifts shall be filled in chronological order starting with the first open shift. Each time a shift is filled the mandated member shall be moved to the bottom of list.

This shall be repeated until all of the currently open shifts are filled. Once the currently open shifts are filled, all members shall be notified by department email of the updated mandate order. Both rotating lists shall reset on January 1st of each year.

Employees called back to duty for emergency incidents shall be paid a minimum of two hours. Overtime shall be paid in 15-minute increments, rounded to the nearest $\frac{1}{4}$ hour, at one and one half (1-1/2) times employees' normal rate of pay.

In the event that there is a large-scale incident the fire department will do a call back. All available employees are expected to respond to their assigned station or the station where their gear is being stored whenever they receive a call back notification.

ARTICLE 9

COMPENSATION

SECTION 1. Salaries of the employees in the bargaining unit shall be established as shown in Appendix "A."

SECTION 2. STEP INCREMENTS. Employees will move from the minimum step in the pay range to the maximum step in the pay range in annual increments from the date of appointment.

SECTION 3. PAYDAYS. Unless the pay date and cycle is modified by the Village for all Village employees, bargaining unit members shall be paid bi-weekly, every other Friday. If Friday is a legal holiday so designated by the Employer, then the payday shall be on the day preceding.

SECTION 4. DIRECT DEPOSIT. All pay will be deposited electronically into an account at a financial institution designated by the employee.

ARTICLE 10

HOLIDAYS

Employees working 53 hours per week shall receive 120 hours of time off in lieu of holidays. This time off shall be selected the same way and at the same time as vacations as provided in Article 11. New hires receive a prorated number of holiday hours of time off unless the full allotment is authorized by the Chief.

ARTICLE 11

VACATIONS

SECTION 1. DAYS OFF. Effective January 1, 2024, employees shall receive the following amount of time off per year for vacations.

Less than one year of service Prorated*

1 year of service – 3 – 24 hour workdays, which is 72 hours

2 years of service – 6 – 24 hour workdays, which is 144 hours

5 years of service – 7 – 24 hour workdays, which is 168 hours

7 years of service – 8 – 24 hour workdays, which is 192 hours

9 years of service – 9 – 24 hour workdays, which is 216 hours

15 years of service – 12 – 24 hour workdays, which is 288 hours

20 years of service – 15 – 24 hour workdays, which is 360 hours

At management's discretion, new hires may receive credit toward their vacation allotment for years of service with another employer. When this occurs, the new employee shall be placed on the vacation schedule and shall earn vacation consistent with that schedule after being given credit for prior years of service.

SECTION 2. PRIME VACATION.

At the time of initial vacation selection, each member shall be allowed to select up to 14 consecutive days each year that are considered Prime Vacation. Prime Vacation shall consist of paid vacation days, work reduction days, and regularly scheduled off days. Prime Vacation shall not contain regularly scheduled work days or trades received.

Within each rotation (blue, green, red), multiple members' Prime Vacation shall not overlap. Prime Vacation may not be moved after selection.

If a member moves vacation days from within their Prime Vacation, the duration of the Prime Vacation will be reduced to only the range of days that contain paid vacation days, work reduction days, and regularly scheduled off days.

Members may voluntarily pick up overtime or trade given shifts within their Prime Vacation without affecting the duration of the Prime Vacation.

SECTION 3. VACATION SELECTION. The Fire Chief or his/her designee shall make a vacation schedule and notice of proposed shift changes available for employees on or before October 1st, of each year in order that vacations for the following year may be chosen by members prior to December 1st, of the same year. Bargaining unit members shall be entitled to preference of selections strictly by seniority and regardless of rank. Selection of vacation shall be by seniority within each shift. Each round of selections starts with the most senior person and moves down the seniority list. When the end of the list is reached, the next round starts over with the most senior person.

Vacation must be selected in complete three-day work cycles for the first two (2) cycles. A maximum of one three-day work cycle can be selected per round of vacation selection for the first two rounds. Cycles continuing after the first two rounds can consist of 1-3 day blocks. Employees will be able to only pick, or change in whole days. Any employee with a balance of less than 24 hours at the end of a calendar year will be paid out for their unused vacation on the first paycheck in February.

Vacation change requests must be submitted for approval no later than the 15th day of the month prior to requested vacation day. (e.g. by November 15th for December 31st vacation). All vacation must be approved in advance by Command Staff. This advanced notice must be given for any vacation regardless of the vacation selection process. If requests are received before the 15th day of the month prior to requested vacation day, it shall be management's responsibility to fill the shift. If requests are received after the 15th day of the month prior to requested vacation day, it shall be the employee's responsibility to fill the shift with another employee.

SECTION 4. NUMBER LIMITED. Bargaining unit members shall be considered separate from other Fire Department employees with regard to vacation selection with the restriction of a maximum number of three bargaining unit members off on vacation or two members off on vacation and one off on work reduction on any given day.

SECTION 5. VACATION PROVISIONS. Vacations must be taken between each January 1 and December 31 and cannot be carried over to the following or subsequent years. Vacation taken before the full amount has been earned shall be considered time owed the Employer until it is earned. Any employee who leaves the service of the Fire Department will have the compensation for vacation time owed the Employer deducted from the final payrolls. Any employees who leave the service of the Employer after the probationary period will be compensated for earned vacation time that has accumulated.

ARTICLE 12

TIME TRADES

Members of the Department shall be allowed to exchange tours of duty provided they give prior written notice through the Department process. Notice must be submitted to the Shift Commander for approval. Responsibility for the exchanged tour of duty shall be with the replacement employee. Employees shall trade shifts only with other employees of like abilities (Firefighter, EMT, Driver/Operator). Trades shall not result in the payment of overtime. It is the responsibility of the employee working the trade to ensure that the position is filled. No trade shall be unreasonably denied.

ARTICLE 13

LEAVES OF ABSENCE

SECTION 1. PERSONAL. An employee who wishes to obtain an unpaid leave of absence for any reason other than sick leave, FM LA leave, funerals, jury duty or any other reason not specifically provided for in this Agreement, must make application for such leave of absence to the Fire Chief or his/her designee. Whenever possible, all requests for leave shall be made in writing at least fifteen (15) days prior to the start of the leave. No such leave will be granted unless all paid leave has been used by the employee. No leave shall be granted for the purpose of seeking other employment.

The term "other employment" shall not include election to federal, state, county or municipal office. If granted, such leave shall not exceed sixty (60) days unless extended by mutual agreement of the Fire

Chief or his/her designee and the Association and all such leave shall be at the sole discretion of the Fire Chief or his/her designee.

SECTION 2. ARMED FORCES. An employee who is called to service and must be away from work to fulfill this service for a period of two (2) weeks or less shall receive the difference between the military base pay and his/her regular salary. An employee may request this time be taken as vacation earned and receive his/her regular pay and may keep all earned military pay. While on temporary active duty all benefits provided by the Employer remain in effect. The employee may choose to receive his/her regular paycheck and turn all military pay over to the Employer or have his/her regular paycheck reduced by the amount received for the military service. In either instance, the employee must furnish a statement of earnings to the Employer.

Military duty terms in excess of two (2) weeks will be handled in accordance with the Leave of Absence policy and applicable law. The Employer shall continue health, dental, and life insurance coverage for full-time employees ordered to active duty and military service for a period not to exceed twelve (12) months.

SECTION 3. FUNERAL LEAVE.

- A. **Time Off.** When death occurs in an employee's immediate family, the employee will be compensated for the time actually lost from his/her regularly scheduled work. An employee will be granted up to a maximum of three (3) consecutive days off beginning with the day after the death, or if requested by the employee with the day of death, and ending with the day of the funeral.
- B. **Immediate Family Defined.** Immediate family is defined as spouse, child, mother, father, brother, sister, stepbrother, stepsister, father-in-law, mother-in-law, stepmother, stepfather, stepchild, and grandparents. In the case of the death of any other family member, the employee shall be granted paid funeral leave of one scheduled working day on the day of the funeral.
- C. **Evidence Requested.** The Employer may request evidence of death, the employee's relationship, and the employee's attendance at the funeral.
- D. **Report.** An employee using funeral leave must complete a funeral leave report. Time lost from work as a result of a funeral leave will be paid at the employee's regular straight time rate of pay.

SECTION 4. JURY DUTY. Employees shall be granted time off with full pay for reporting for jury duty or for jury duty service upon presentation of satisfactory evidence relating to this call of duty. This shall also apply to an employee who has been subpoenaed as a witness as a result of his/her employment by the Fire Department. If an employee is dismissed from such jury or witness duty one or more hours prior to the end of the employee's regularly scheduled working hours, then the employee shall report to work for the balance of the working day unless alternative arrangements are authorized by the Chief.

Any compensation received for such jury duty exclusive of travel pay and meals shall be turned over to the Employer. However, if jury duty occurs on a regularly scheduled off day, all compensation shall remain with the employee.

ARTICLE 14

SICK LEAVE

SECTION 1. DEFINED. Sick leave shall be defined for the purpose of this Agreement as absence from duty by a firefighter due to illness, disability, or exclusion from employment because of exposure to a contagious disease. Sick leave, with pay, may be permitted upon receipt of evidence satisfactory to the Fire Chief or his/her designee. Up to twenty-four (24) hours of sick leave per year can be used for illness to the immediate family (husband/wife, registered domestic partner, and children).

SECTION 2. ACCUMULATION. At the time of employment, a full-time employee (53 hours per week) begins to accumulate sick leave benefits per pay period, at a rate equal to 216 hours of sick leave annually divided by 26 pay periods when the employee is in full paid status or during authorized unpaid military leave for that pay period, but not to exceed 216 sick leave hours per year. Sick leave can be accumulated to an unlimited amount. Sick leave is credited at the first pay period following the pay period in which it is earned. Sick leave may not be used until it is earned.

SECTION 3. RETIREMENT. Each firefighter, upon retirement from the Fire Department under the provisions of the Wisconsin Retirement System, or in the event of death while an active employee, shall be paid by the Employer for all unused sick leave then credited to him or her, not exceeding one thousand fifty-six (1,056) hours at the employee's hourly wage rate at retirement or death.

ARTICLE 15

WORKERS' COMPENSATION

SECTION 1. COVERAGE. Employees are entitled to Workers' Compensation coverage. An employee who is absent due to injury or illness caused during the course of his/her duties shall receive his/her regular wages during his/her absence. He/she shall receive his/her regular wage for a period of twelve (12) months only, and thereafter the employee shall receive compensation in accordance with the Wisconsin Workers' Compensation Act. In case of absence due to injury or illness which entitles the employee to Workers' Compensation, the employee will receive the difference between their Workers' Compensation payments and their regular pay for a period not to exceed one (1) year. The total Wisconsin Retirement Fund contribution shall be made on the basis of the employee's total compensation.

SECTION 2. LIGHT DUTY.

- A. Assignments.** Employees who have been injured on duty may be assigned to temporary light duty subject to the limitations resulting from the injury. Either the Employer or the Employee may request a medical certification to clarify the nature of work which the employee is able to perform. Work assigned as light duty shall be work normally performed by fire department personnel unless the employee agrees to work for Village departments other than the fire department. This work may be performed at those times and in those places appropriate for the nature of the work. The work week will consist of four (4) ten (10) hour days or five (5) eight (8) hour days, Monday through Friday, with 1/2 hour unpaid lunch, depending on the needs of the Department. The member will work with management to determine which four days the member will work. It is understood that all time worked will be productive time with the exception of the 30 (thirty) minute lunch. An employee on light duty shall not have any benefits

or pay diminished in any way and shall be scheduled at the discretion of the Fire Chief or his/her designee.

- B. **Duration.** Light duty assignments shall not exceed one year in duration and are intended for those situations where there is a medical likelihood of return to full duty within one (1) year.

ARTICLE 16

HEALTH, DENTAL AND LIFE INSURANCE

SECTION 1. HEALTH INSURANCE. Employees may participate in the health care plan(s) offered to Union members by the Village. The plan specifies eligibility requirements, enrollment procedures, coverage, and co-payment details. The Village has the sole right to select the health care plan, plan administrator, and plan design.

Employees enrolling in the plan will pay 10% per month toward the respective employee premium, based on the actual monthly premium costs of the insurance.

- A. It is the employee's responsibility to notify the Department of Administrative Services of any changes in family status for insurance purposes, including changing from family to single coverage or vice versa, within thirty (30) days of the change. Any additional costs, due to the employee's failure to notify the Village of such a change, shall be the employee's responsibility.
- B. In the event that two married individuals are both employed by the Village, and eligible for coverage under the same policy, the two employees will be entitled to a maximum of one (1) family insurance plan. In the event that either employee should die, the remaining employee, if still employed by the Village, shall continue to receive the applicable coverage (family or single). If a husband and wife should divorce, both employees would be entitled to the applicable coverage (family or single).

SECTION 2. DENTAL INSURANCE. The Employer agrees to pay the entire premium of a dental insurance policy.

SECTION 3. LIFE INSURANCE. The Employer agrees to provide life insurance pursuant to the Wisconsin Retirement Life Insurance Program.

SECTION 4. 125 PLAN. The Employer shall provide an Internal Revenue Code, Section 125(b) plan for employees to participate in. The Village will provide a debit card for Section 125 transactions when and if such a card is offered at no additional cost to the Village.

SECTION 5. Effective January 1, 2005, the Village will provide an annual benefit of Fifty Dollars (\$50.00) per person to a maximum of Two Hundred Dollars (\$200.00) per family towards health club memberships.

SECTION 6. Until the month the retiree becomes Medicare eligible, a retiree may, following retirement, at his/her option, remain in the Village Health and/or Dental insurance program, single or family, with the retiree paying the entire cost.

ARTICLE 17

RETIREMENT FUND CONTRIBUTIONS

Each bargaining unit member shall pay a portion of the contribution required by the Wisconsin Retirement System equal to that required of general municipal employees. This provision will take effect the first pay period of 2014 and remain in effect for the entire term of the agreement.

Effective January 1, 2025, the Village shall contribute \$15.02 per biweekly pay period to each employee's VEBA account provided the employee is in full paid status. This contribution amount shall adjust based on across the board wage adjustments for the bargaining unit applicable to the pay period when the across the board adjustment occurs. Payments will be paid to the administrator designated by the Union. The Village's sole obligation regarding the Plan shall be to forward the contributions as described above. The Village shall have no liability to any person relating to the Plan except for its obligation to forward the contributions as described above.

ARTICLE 18

TIME OFF

The Union shall identify one duly elected officer and/or delegate per shift who may attend collective bargaining with the Employer during the employee's working hours. Other employees who attend must arrange for use of time off.

ARTICLE 19

CLOTHING ALLOWANCE

SECTION 1. SAFETY EQUIPMENT REQUIRED. The employer shall furnish proper safety equipment as required by Wis. Adm. Code 30.11(1-3).

SECTION 2. UNIFORMS/EQUIPMENT PROVIDED. The employer shall provide one (1) each summer and winter Class B shirts, three (3) pairs of pants, one (1) tie, two (2) short sleeve polo shirts, two (2) long sleeve t-shirts, two (2) short-sleeve shirts, and two (2) long sleeve polo shirts (one long sleeve can be substituted with one job shirt), and one department approved uniform jacket. The employer shall make a good faith effort to confer with the union on any uniform changes. Replacement safety equipment and uniforms damaged in the line of duty will be provided by the Employer.

SECTION 3. UPKEEP. In addition to Section 1 and Section 2, the Employer shall provide each employee \$420.00 for replacement of uniform parts, damaged through normal wear and tear, or aging, cleaning and upkeep of uniforms and purchase of ancillary items on an annual basis. This payment will be received by the employee by the first full pay period in December each year. Probationary employees shall be eligible for this payment after the employee completes his/her probationary period and paid by the second full pay period after completion of probation, but shall not be eligible for the December payment. Effective January 1, 2026, the following language shall replace the above-referenced language of this Section: In addition to Sections 1 and 2, the Employer shall provide each employee \$420.00 for replacement of uniform parts, damaged through normal wear and tear, or aging, cleaning and upkeep of uniforms and purchase of ancillary items on an annual basis. This payment will be received by the employee on a full pay period the month following completion of the employee's full-time anniversary date. Full-time members hired between August 1, 2023 and the effective date (January 1, 2025) of this Agreement will receive a one-time payment of \$420.00.

ARTICLE 20

EDUCATION/TUITION EXPENSE

SECTION 1. REIMBURSEMENT LIMITS.

- A.** Employees shall be eligible for reimbursement of up to \$1,250.00 in education/tuition expenses per year.
- B.** This \$1,250.00 may be used for expenses related to courses that do not supply a license, grade, or certification (e.g., continuing education, conferences, and other educational opportunities that relate to the employee's job) if the training is preapproved by the Fire Chief or designee.
- C.** Only actual costs incurred by the employer shall count against this dollar limit.
- D.** If the employer elects to send an employee to a course, the costs associated with the course will not be counted towards the reimbursement dollar limit.

SECTION 2. AREAS OF STUDY ELIGIBLE FOR REIMBURSEMENT.

- A.** Courses that pertain to the employee's job in the Fire/EMS service.
- B.** Courses that are not specifically related to the fire service if the employee is enrolled in an Associates, Bachelors, or Masters Degree program in a field related to the fire service and the course is a requirement for that degree program.
- C.** Continuing education, conferences and other educational opportunities that relate to the employee's job.

SECTION 3. PRE-APPROVAL AND REGISTRATION.

- A.** To be eligible for reimbursement for education/tuition expenses, the employee must notify the employer in writing a minimum of seven (7) days prior to registering for the class.
- B.** Approval for reimbursement eligibility shall be in writing from the Fire Chief or designee.
- C.** If the employer can enroll an employee in a course and thereby eliminate the need for the employee to prepay for the course, then the employer will do so.

SECTION 4. REIMBURSEMENT CRITERIA.

- A. Course Fees**
 - i.** Degree courses must be completed with credit earned to be eligible for reimbursement.
 - a.** If the course supplies a grade, the employee must obtain a "C" or better.

- b. If the course is only offered in “Pass/Fail” format, the employee must “Pass” the course.
 - c. Reimbursement will be made to the employee after a written transcript, grade report or similar documentation is provided to the employer.
- ii. Courses that lead to certification will be eligible for reimbursement provided that proof of certification is submitted to the employer.
- iii. Courses that lead to a license will be eligible for reimbursement provided that proof of licensure is submitted to the employer.
- iv. Courses that lead to both certification and a license will be eligible for reimbursement provided that proof of certification and licensure are submitted to the employer.
- v. Courses that do not supply a license, grade, or certification (e.g., continuing education, conferences, and other educational opportunities that relate to the employee’s job) will be eligible for reimbursement provided that the employee attends the course and submits proof of payment (receipt, canceled check, invoice marked paid, etc.)

SECTION 5. MATERIALS FEES.

- A. Books or other materials shall be turned in to the employer to be eligible for reimbursement.
- B. The employee may opt to retain the books or course materials in lieu of reimbursement.

SECTION 6. SERVICE COMMITMENT AGREEMENT.

- A. Employees who leave employment shall reimburse the employer for a prorated portion of the education/tuition expenses received during the preceding three (3) years. The final amount due shall be prorated based on the total length of service subsequent to the termination of employment. This prorated portion shall be calculated by reducing the amount under a sliding scale by 1/36 for each full month of service completed since the cost was paid during each month of employment with the Village. Any unpaid leaves of absence(s) from work shall not count as a full month. The Association and Village agree the Village may deduct any amounts owed to the Village from any final paychecks of the employee provided the employee receives payment for all statutory overtime and minimum wage owed. The Village and employee shall undertake a good faith effort to establish a repayment plan for an employee owing additional amounts beyond the amounts recouped from the employee’s final paychecks provided all such payments are made to the Village within 180 days of the last date of employment.
- B. Employees shall complete a “Service Commitment Agreement” to gain reimbursement (See Appendix B).
- C. For classes that the State of Wisconsin or other entity reimburses the employer:
 - i. The employee shall complete the “Service Commitment Agreement” prior to registration.

- ii. If the employee does not successfully complete the class and the employer is billed for the course, the employee shall reimburse the employer for the actual costs incurred by the employer.
- iii. If the employer requires the employee to attend the course the employee shall not be required to complete the "Service Commitment Agreement."

ARTICLE 21

GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE PROCESS. Any dispute relative to the interpretation or application of this Agreement which may arise between the Employer and employee or the Employer and the Association shall be handled as follows.

- A.** The grievance process must be initiated within fifteen (15) calendar days of the incident or within fifteen (15) fifteen calendar days of the grievant being aware of the incident. Any grievance not reported or filed within the time limits set forth above shall be invalid and shall not be processed further through the grievance procedure.
- B.** Any employee shall process his or her grievance as outlined in this Article, and shall have the right to representation by the Association in conferences with the Employer.

Step 1. The grievant shall present the grievance, in writing, to his/her immediate management supervisor. Within fifteen (15) calendar days the supervisor or the person with the authority to resolve the grievance shall state his or her position in writing to the grievant. Within fifteen (15) calendar days after receipt of the supervisor's statement, the grievant may appeal the decision to Step 2. If the grievant fails to do so, the matter shall be considered resolved by all parties.

Step 2. The grievance shall be presented in writing to the Fire Chief or his/her designee. Within fifteen (15) calendar days, the Chief shall state his or her position in writing to the grievant. Within fifteen (15) calendar days after receipt of the Fire Chief' or his/her designee's statement, the grievant may process his or her grievance as outlined in Step 3 or the matter shall be considered resolved by all parties.

Step 3. In the event the parties are unable to settle a grievance in Step 2, the grievance may be submitted to the Wisconsin Employment Relations Commission (WERC) and request a member of the WERC staff be appointed to resolve the grievance. Any decision issued by the Commission within its jurisdiction, shall be final and binding on both parties.

SECTION 2. EXCLUSIONS. Matters reserved to the jurisdiction of the Fire Chief or his/her designee and the Police and Fire Commission pursuant to Section 62.13 Wisconsin Statutes are excluded from the provisions of this Article.

ARTICLE 22

NO OTHER AGREEMENT

The Employer agrees not to enter into any other Agreement, written or verbal, with bargaining unit personnel, individually or collectively, which in any way conflicts with the provisions of this Agreement, or usurps the Association's representative function.

ARTICLE 23

SAVINGS CLAUSE

If any Article or Section of this Agreement, or any addendum, should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained or broadened by operation of law or any such tribunal, the remainder of this Agreement and addenda shall not be affected, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article or Section.

ARTICLE 24

WAIVERS

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 25

DURATION

This Agreement shall become effective January 1, 2025, and shall remain in effect through December 31, 2027. In the event the Agreement is not reached for renewal of the contract by that date, the existing terms and conditions shall continue to apply until a new Agreement is executed. Either party wishing to amend the Agreement shall notify the other party no later than September 1st of the last year of the Agreement. Thereafter the parties shall mutually agree to a date to exchange proposals and commence bargaining. 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 above provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

ARTICLE 26

BULLETIN BOARD

The Village agrees to provide a bulletin board (or space set aside on a current bulletin board) at each of the fire stations in the Village. The bulletin boards shall be used by the Association for notices of Association business and other information relating to the welfare of Association members. The space available shall be a minimum of 24 inches by 24 inches. Upon request from the Village, the Association shall promptly remove from such bulletin boards any other material. The Village will retain ownership of any bulletin boards used by the Association.

MEETING ROOMS

The Village agrees to allow the use of meeting rooms during standby time within the Fire Department buildings for Association meetings provided the room is not scheduled for usage by anyone else when the request is made. The Association agrees to provide at least seventy-two (72) hours advance notice for the use of a meeting room. There shall be no charge for the usage of these rooms and meetings shall be considered private and non-represented persons shall be allowed in the room while in use by the Association only by invitation. Department equipment, including, but not limited to, dry erase boards and video projects, shall be allowed to be used.

ARTICLE 27

LATERAL TRANSFERS

Lateral transfers allow for the opportunity to attract new members in a competitive employment market and to attract better candidates.

Lateral transfers will be required to have the same qualifications and follow the same application process as all new hires to the Department.

For purposes of this section, lateral transfers shall be defined as a Firefighter/EMT or Firefighter/Paramedic who have served on another fire department with a minimum of at least two years of full-time service.

Lateral transfers shall be evaluated for prior experience to determine pay rate consistent with Appendix A. Human Resources in consultation with the Fire Chief shall have the final determination for placement on the wage schedule.

Lateral transfers shall be considered probationary employees until they have completed the full probationary period identified in Article 6. At the end of such period, the lateral transfer employee will be placed on the seniority schedule consistent with their date of hire with the Department for purposes of picking time off and promotion.

Lateral transfers will also utilize their date of hire with the Department for all retirement and post-retirement benefits under this Agreement.

ARTICLE 28

SUCCESSOR AGREEMENT

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

Dated this _____ of _____, 2025.

VILLAGE OF MENOMONEE FALLS

LOCAL 3879, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

By: _____
Village President

By _____
President

By: _____
Village Manager

By _____
Vice-President

By: _____
Fire Chief

By _____

APPENDIX A
FIREFIGHTER/ EMT WAGE SCHEDULE
2025-27

	Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
3.0% INCREASE EFFECTIVE 3/1/2025							
Hourly Rate	\$25.24	\$27.08	\$28.38	\$29.73	\$31.05	\$32.37	\$33.69
.5% INCREASE EFFECTIVE 12/1/2025							
Hourly Rate	\$25.37	\$27.22	\$28.52	\$29.88	\$31.21	\$32.53	\$33.86
3.0% INCREASE EFFECTIVE 3/1/2026							
Hourly Rate	\$26.13	\$28.04	\$29.38	\$30.78	\$32.15	\$33.51	\$34.88
.5% INCREASE EFFECTIVE 12/1/2026							
Hourly Rate	\$26.26	\$28.18	\$29.53	\$30.93	\$32.31	\$33.68	\$35.05
2.0% INCREASE EFFECTIVE 3/1/2027							
Hourly Rate	\$26.79	\$28.74	\$30.12	\$31.55	\$32.96	\$34.35	\$35.75
1.5% INCREASE EFFECTIVE 12/1/2027							
Hourly Rate	\$27.19	\$29.17	\$30.57	\$32.02	\$33.45	\$34.87	\$36.29

Annual Pay based on 2,756 Hours.

A Fire Lieutenant who is temporarily assigned as an Acting Battalion Chief shall receive their base rate plus an additional \$2.50/hour while acting in that capacity.

Dual-Certified Firefighter Paramedics to receive 5.0% above current pay step. Employees certified as paramedic but who are not dual-certified as fire certified and paramedic certified are not eligible.

Lieutenant pay is 4.0% above 3rd Year pay or current pay step, whichever is higher. Effective March 1, 2025, Lieutenant pay is 5.0% above 3rd Year pay or current pay step, whichever is higher.

Effective January 1, 2024, employees assigned by the Fire Chief, or designee, to precept EMS students authorized to ride along in order to meet with requirements of a technical college program or equivalent shall be paid an additional \$1.50 per hour for the hours spent precepting.

APPENDIX B

SERVICE COMMITMENT AND PAYROLL DEDUCTION AGREEMENT

NAME _____ FD# _____
LAST FIRST

ADDRESS _____

CITY ST ZIP _____

PHONE# _____

Course Title	Location	Course Authority	Dates	Cost

TOTAL \$ _____

Service Commitment & Payroll Deduction Agreement

The undersigned hereby agrees to reimburse the Menomonee Falls Fire Department through direct payroll or repayment plan for any reimbursement paid to me or on my behalf in the event I have not complied with Article 20 of the Collective Bargaining Agreement.

I understand I am personally obligated to the Village based on the terms of Article 20, Section 6 in effect at the time I signed this Service Commitment and Payroll Deduction Agreement.

SSN

Member signature

Date

APPENDIX C ADVANCED EMT OR PARAMEDIC LICENSURE

Employees hired on or after September 1, 2023, will not be required to have Advanced EMT or Paramedic licensure upon hire but shall be required to secure and maintain said licensure within 24 months of hire, as a condition of their continued employment. The Employer shall cover the costs associated with the course including tuition, books, and fees. No member enrolled in class shall be mandated to work overtime for the time period in which they are actually in class on any required day to fulfill this educational obligation. Notice of the employee's class schedule, or changes thereof, shall be provided to the employer at least fourteen (14) days prior to the class.

EMT LICENSING

All Department employees shall maintain their license as a State of Wisconsin EMT-Intermediate Technician (AEMT). The license will be required for all new employees. This requirement has been added to the employee job description.

The Department will:

1. Will pay in full all registration fees for the AEMT Transition, Paramedic, EMT-IT (AEMT), and EMT-Basic refresher classes.
2. The EMT-Basic/AEMT refresher classes will be scheduled by mutual agreement between the MFFD and WCTC to take place at Fire Station #3 while he/she is on duty and at straight time pay. Paramedic refreshers will be scheduled by MFFD when available at an acceptable neighboring location during duty time when available.
3. The WCTC instructor may vary from the schedule as needed. The instructor will schedule a lunch break that may be a "working lunch" if needed to accomplish the class goals.
4. Full-Time personnel attending the EMT-Basic/AEMT/paramedic refresher class outside of their regularly scheduled shift will be paid overtime for the actual class time. (Punch in immediately before class and punch out immediately after class.) Due to the class schedule, overtime is not evenly distributed between the blue, green, and red shifts and cannot be offered by seniority.
5. Every effort will be made to have on duty full-time personnel designated as the last station out for emergency calls.
6. The intent is to provide the best opportunity for Local 3879 members to take the refresher class at MFFD while on duty, eliminating the need to bank stand by time to be taken at a later date.
7. Local 3879 members who choose not to attend the EMT-Basic/AEMT refresher at the MFFD need to locate and schedule a refresher at an alternate date/time/location and attend on their own time. They will not be compensated for class time. Paramedics who choose not to attend the MFFD scheduled refresher will need to locate and schedule a refresher at an alternate date/time/location and attend on their own time. They will not be compensated for class time.
8. Not require that the employee sign a service commitment agreement for this training.
9. Not count the cost of the continuing education necessary to maintain the license towards the employee's educational reimbursement limits.

If the State of Wisconsin revises or increases the level of service, it is understood that the Employer shall have the option to meet the new requirements.

RETENTION:	Permanent
DISTRIBUTION:	1 each all Chiefs, Capts, Shift Lt Office, Station ASAP manuals
REVIEW DATE=	January 2020
RELATED ASOPS	A-16, B-1



Village Board - Regular

9. a.

Meeting Date: 05/05/2025
Topic: Consideration of the Award of Contract for the Pedestrian Bridge Replacement Project in Rotary Park & Lime Kiln Park, Project #64080
From: Tom Hoffman, Director of Engineering & Development
Department: Engineering Services
Date of Committee 05/05/2025
Action (if required):
Date of Village Board 05/05/2025
Action (if required):

Information

Subject:

Consideration of the Award of Contract for the Pedestrian Bridge Replacement Project in Rotary Park & Lime Kiln Park, Project #64080.

Background Information:

This project consists of the replacement of the pedestrian bridges in Rotary Park and Lime Kiln Park. On July 12, 2024 the bridges were closed from use by the Village Department of Public works on a recommendation by a certified bridge inspector from IMEG Engineering. There is significant deterioration that was discovered on the load bearing members due to rusting that necessitated the closing of two bridges. I have attached a pdf of the location and pictures for reference.

Key Issues for Consideration:

Bids for the Pedestrian Bridge Replacement Project were opened on Wednesday April 30th, 2025 with three (3) contractors submitting bids. A copy of the bid tabulation is attached for your reference. The low bid was submitted by Zenith Tech, Inc. in the Total Base Bid amount of \$725,021.70. The money budgeted as part of the 2025 Capital Budget was \$555,000 with \$285,000 coming from the Municipal Facilities Fund and \$270,000 from Tourism.

The costs came in over the money budgeted for the project. Through the design and bidding process there were several items to note such as the need to install pilings at the rotary park bridge due to the poor soils that were discovered from the investigative borings, the removal of the bridges, access to the sites and the multiple mobilizations of work.

The current costs to the project are as follows:

Design:	\$ 42,700
Soil Borings:	\$ 14,000
Construction:	\$725,021.70
Inspection:	\$ 25,000

Total: \$806,721.70

The difference is \$251,721.70 of which \$144,000 comes from the Municipal Facilities Fund and \$107,721.70 rounded to 108,000.00 from Tourism. The Tourism amount for this project would be paid for over two years (2025-2026).

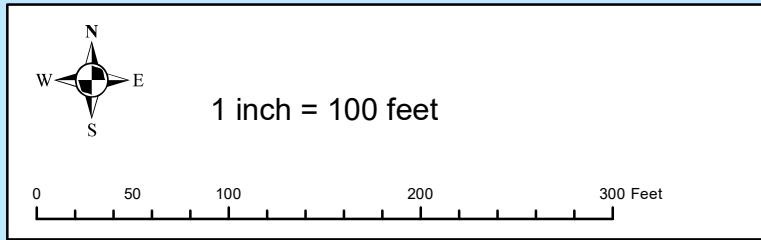
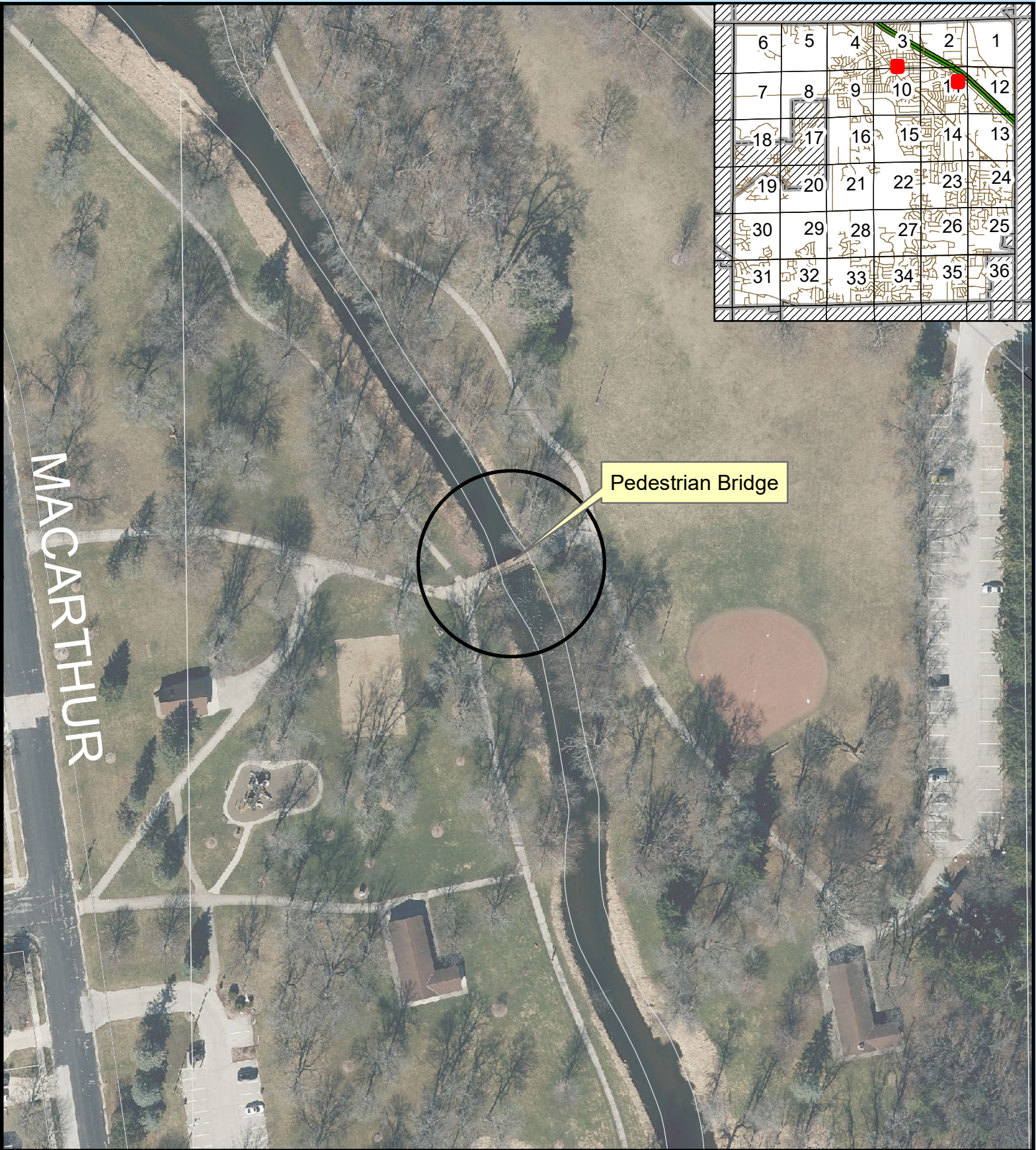
With the path connections that these pedestrian bridges create in our Village parks, Village Staff recommends moving forward with this project with the additional funding of \$144,000 coming from the Municipal Facilities Fund and \$108,000.00 from Tourism.

Action By Committee or Village Board:

Village Staff recommends that the Village Board Award the Contract for the Pedestrian Bridge Replacement Project in Rotary Park & Lime Kiln Park, Project #64080 to Zenith Tech, Inc. in the Total Base Bid amount of \$725,021.70 with the additional funding of \$144,000 coming from the Municipal Facilities Fund and \$108,000.00 from Tourism.

Attachments

Ped Bridge Location Map 1
Lime Kiln Bridge Closed 1
Rotary Park Bridge Closed 1
Ped Bridge Bid Tab 1



Lime Kiln Park & Rotary Park

Pedestrian Bridge Replacements

-  TAX PARCELS
-  ROW

This map is intended for informational purposes only and does not replace the need for land or field survey. The Village of Menomonee Falls makes no representations regarding map accuracy or fitness for any use. This map does not represent an expressed or implied contract with the Village of Menomonee Falls. All parties must obtain the permission of the Village of Menomonee Falls before re-releasing this map or copies of the information displayed on or derived from it.

Map Accuracy: National Map Accuracy Standards
 Coordinate System: State Plane Coordinate System
 Datum: North American Datum, 1983





GATE
CLOSED



BRIDGE
CLOSED

PROJECT NO. 64080				Bidder #1		Bidder #2		Bidder #3	
PEDESTRIAN BRIDGE REPLACEMENT ROTARY PARK & LIME KILN PARK									
BIDS ACCEPTED UNTIL: Wednesday April 30, 2025 @ 10:00 am									
BID OPENING : April 30, 2025 @ 10:10 am									
ENGINEERING AND DEVELOPMENT CONFERENCE ROOM									
BID BOND				5%		5%		5%	
TOTAL BASE BID				\$725,021.70		\$791,068.00		\$841,904.50	
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Unit Price	Bid Total	Unit Price	Bid Total	Unit Price	Bid Total
I.	ROTARY PARK PEDESTRIAN REPLACEMENT								
1	Clearing & Grubbing 201.0105 & 201.0205	LS	1	\$3,776.50	\$3,776.50	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00
2	Removing Structure Over Waterway Minimal Debris (Structure) Ex Structure 203.0260	EA	1	\$29,000.00	\$29,000.00	\$14,000.00	\$14,000.00	\$75,000.00	\$75,000.00
3	Excavation Common 205.0100	CY	61	\$108.00	\$6,588.00	\$93.00	\$5,673.00	\$25.00	\$1,525.00
4	Excavation for Structure Bridges Structure) Rotary Park 206.1001	EA	1	\$46,500.00	\$46,500.00	\$37,000.00	\$37,000.00	\$38,500.00	\$38,500.00
5	Backfill Structure Type A 210.1500	TN	100	\$119.00	\$11,900.00	\$99.00	\$9,900.00	\$22.00	\$2,200.00
6	¾ Inch Crushed Limestone TB	TN	70	\$125.00	\$8,750.00	\$84.00	\$5,880.00	\$22.00	\$1,540.00
7	3-inch Depth of Surface 4 LT 58-28 S	TN	26	\$386.00	\$10,036.00	\$540.00	\$14,040.00	\$310.00	\$8,060.00
8	Concrete Masonry Bridge Abutments 502.0100	CY	16	\$2,500.00	\$40,000.00	\$3,000.00	\$48,000.00	\$2,000.00	\$32,000.00
9	Piling CIP Concrete 10-3/4X0.219-Inch 550.2102	LF	140	\$155.00	\$21,700.00	\$187.00	\$26,180.00	\$220.00	\$30,800.00
10	Heavy Rip-Rap 606.0300	CY	25	\$250.00	\$6,250.00	\$192.00	\$4,800.00	\$125.00	\$3,125.00
11	Mobilization 619.1000	LS	1	\$79,650.00	\$79,650.00	\$100,000.00	\$100,000.00	\$99,500.00	\$99,500.00
12	Silt Fence 628.1504	LF	80	\$12.00	\$960.00	\$10.00	\$800.00	\$5.00	\$400.00
13	Silt Fence Maintenance 628.1520	LF	80	\$1.00	\$80.00	\$3.00	\$240.00	\$1.00	\$80.00
14	Erosion Control Mobilization 628.1905	LS	1	\$1,500.00	\$1,500.00	\$350.00	\$350.00	\$75.00	\$75.00
15	Emergency Erosion Control Mobilizations – 628.1910	LS	1	\$500.00	\$500.00	\$550.00	\$550.00	\$75.00	\$75.00
16	Erosion Mat Class I Type A 628.2002	SY	56	\$13.00	\$728.00	\$9.00	\$504.00	\$7.50	\$420.00
17	Turbidity Barriers 628.6005	SY	100	\$75.00	\$7,500.00	\$60.00	\$6,000.00	\$45.00	\$4,500.00
18	Fertilizer Type B 629.0210	CWT	0.1	\$500.00	\$50.00	\$2,500.00	\$250.00	\$475.00	\$47.50
19	Seeding Mixture No. 10 630.0110	LB	1.5	\$100.00	\$150.00	\$400.00	\$600.00	\$105.00	\$157.50
20	Traffic Control 643.5000	LS	1	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00
21	Geotextile Type DF Schedule A 645.0111	SY	25	\$20.00	\$500.00	\$10.00	\$250.00	\$4.00	\$100.00
22	Geotextile Type HR 645.0120	SY	36	\$30.00	\$1,080.00	\$12.00	\$432.00	\$4.00	\$144.00
23	Sawing Asphalt 690.0150	LF	54	\$3.00	\$162.00	\$15.00	\$810.00	\$5.00	\$270.00
24	Prefabricated Metal Truss Bridge 48 Feet 12 43 05	LS	1	\$107,000.00	\$107,000.00	\$117,000.00	\$117,000.00	\$156,000.00	\$156,000.00
ROTARY PARK PEDESTRIAN REPLACEMENT SUB-TOTAL					\$387,860.50		\$406,759.00		\$459,519.00
B	LIME KILN PARK PEDESTRIAN REPLACEMENT								
25	Clearing & Grubbing 201.0105 & 201.0205	LS	1	\$5,179.20	\$5,179.20	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
26	Removing Structure Over Waterway Minimal Debris (Structure) Ex Structure 203.0260	EA	1	\$26,000.00	\$26,000.00	\$15,000.00	\$15,000.00	\$75,000.00	\$75,000.00
27	Excavation Common 205.0100	CY	39	\$135.00	\$5,265.00	\$92.00	\$3,588.00	\$25.00	\$975.00
28	Excavation for Structure Bridges Structure) Rotary Park 206.1001	EA	1	\$34,200.00	\$34,200.00	\$34,000.00	\$34,000.00	\$42,600.00	\$42,600.00
29	Backfill Structure Type A 210.1500	TN	100	\$119.00	\$11,900.00	\$99.00	\$9,900.00	\$22.00	\$2,200.00
30	¾ Inch Crushed Limestone TB	TN	44	\$125.00	\$5,500.00	\$124.00	\$5,456.00	\$22.00	\$968.00
31	3-inch Depth of Surface 4 LT 58-28 S	TN	17	\$548.00	\$9,316.00	\$600.00	\$10,200.00	\$310.00	\$5,270.00
32	Concrete Masonry Bridge Abutments 502.0100	CY	17	\$2,500.00	\$42,500.00	\$3,600.00	\$61,200.00	\$2,000.00	\$34,000.00
33	Heavy Rip-Rap 606.0300	CY	18	\$300.00	\$5,400.00	\$225.00	\$4,050.00	\$150.00	\$2,700.00
34	Mobilization 619.1000	LS	1	\$79,650.00	\$79,650.00	\$97,000.00	\$97,000.00	\$65,000.00	\$65,000.00
35	Silt Fence 628.1504	LF	150	\$12.00	\$1,800.00	\$10.00	\$1,500.00	\$5.00	\$750.00
36	Silt Fence Maintenance 628.1520	LF	150	\$1.00	\$150.00	\$3.00	\$450.00	\$1.00	\$150.00
37	Erosion Control Mobilization 628.1905	LS	1	\$1,500.00	\$1,500.00	\$350.00	\$350.00	\$75.00	\$75.00
38	Emergency Erosion Control Mobilizations – 628.1910	LS	1	\$500.00	\$500.00	\$550.00	\$550.00	\$75.00	\$75.00
39	Erosion Mat Class I Type A 628.2002	SY	85	\$13.00	\$1,105.00	\$7.00	\$595.00	\$7.50	\$637.50
40	Fertilizer Type B 629.0210	CWT	0.1	\$500.00	\$50.00	\$2,500.00	\$250.00	\$475.00	\$47.50
41	Seeding Mixture No. 10 630.0110	LB	1.5	\$100.00	\$150.00	\$400.00	\$600.00	\$105.00	\$157.50
42	Traffic Control 643.5000	LS	1	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00
43	Geotextile Type DF Schedule A 645.0111	SY	25	\$20.00	\$500.00	\$10.00	\$250.00	\$4.00	\$100.00
44	Geotextile Type HR 645.0120	SY	30	\$30.00	\$900.00	\$13.00	\$390.00	\$4.00	\$120.00
45	Sawing Asphalt 690.0150	LF	32	\$3.00	\$96.00	\$15.00	\$480.00	\$5.00	\$160.00
46	Prefabricated Metal Truss Bridge 44 Feet 12 43 05	LS	1	\$102,000.00	\$102,000.00	\$125,000.00	\$125,000.00	\$144,900.00	\$144,900.00
LIME KILN PARK PEDESTRIAN REPLACEMENT SUB-TOTAL					\$337,161.20		\$384,309.00		\$382,385.50
TOTAL BASE BID					\$725,021.70		\$791,068.00		\$841,904.50



Village Board - Regular

10. a.

Meeting Date: 05/05/2025
Topic: Closed Session
From: Adam Koenings, Village Attorney
Department: Legal
Date of Village Board 05/05/2025
Action (if required):

Information

Subject:

Convene into Closed Session with the Village Manager and Village Attorney in the Village Board Room (Room #2245) pursuant to Wisconsin Statutes § 19.85(1)(c) for purposes of a performance review and goal setting for the Village Manager in regards to the 2026 operating and capital budgets of the Village.

Reconvene into Open Session pursuant to Wisconsin Statutes § 19.85(2) adjourn.

Background Information:

Key Issues for Consideration:

Action By Committee or Village Board:

Attachments

No file(s) attached.
