

Village of Mukwonago
Notice of Meeting and Agenda

COMMITTEE OF THE WHOLE MEETING
Wednesday, October 7, 2020

Time: **5:30 pm**

Place: **Mukwonago Municipal Building/Board Room, 440 River Crest Ct.**

1. Call to Order

2. Roll Call

3. Presentations

- 3.1 MS4 Stormwater Presentation from Ruekert Mielke
[Mukwonago-MS4-Presentation-2020.pptx](#)

- 3.2 2018 Forestry Grant Presentation from the Village of Mukwonago Public Works Department
[PowerPoint Presentation.pptx](#)

4. Approval of Minutes

- 4.1 Motion to approve minutes of September 2, 2020 Committee of the Whole.
[2020-09-02 Draft COW Minutesv2](#)

5. Finance Committee, Trustee Meiners

Discussion and action possible on the following items.

- 5.1 Monthly Treasurer Report and Revenue/Expenditure Guideline Report For August
(For information purposes only, no action required)
[2020-08 August Treasury Report.pdf](#)
[2020-08 August Revenue & Expenditure Report.pdf](#)

- 5.2 Discussion and possible recommendation on **Resolution 2020-50** a resolution to adopt the 2021 Fee Schedule changes.
[RESOLUTION 2020-50 \(2021 Fee Schedule\)](#)
[Backyard Chicken Area Community fees](#)
[2021 Fee Schedule Draft 10012020.pdf](#)

- 5.3 Discussion and possible recommendation to proceed with a 3% Simplified Rate Increase for the Water Utility.
[2020 Simplified Rate Increase](#)
[Trilogy Rate Increase Cost 2020](#)

6. Health and Recreation Committee, Trustee Decker

Discussion and action possible on the following items

- 6.1 Discussion and possible recommendation on establishing new Trick or Treat Hours for the Village of Mukwonago.

[Request to Review Trick or Treat Hours](#)

- 6.2 Discussion and possible recommendation on an Architectural design contract with Anderson Ashton in the amount of \$17,300 for the outdoor performance stage.

[2020-09-24 Mukwonago Pavilion.pdf](#)

[B132-2019 - Final - Mukwonago Amphitheater](#)

7. Judicial Committee, Trustee Walsh

Discussion and action possible on the following items

- 7.1 Discussion and possible recommendation on **Ordinance 982** prohibiting signage from being hung on village property or fencing. *(Requested for review of a use agreement from September Committee)*

[ORDINANCE 982 Amending 64-13 prohibit signage from being hung on Village property or fencing](#)

- 7.2 Discussion and possible recommendation to request Attorney to draft an ordinance regarding Temporary Occupancy.

[Partial-TemporaryOccupancyRequirements 2020 AIRF](#)

[Partial-TemporaryOccupancyRequirements 2020](#)

[Milwaukee Partial-TemporaryOccupancyRequirements 2020 Word.docx](#)

- 7.3 Discussion and possible action to approve an agent change for the Pick N Save #384 to Todd Glasser

[Schedule of Agent Change - Pick N Save_Redacted](#)

- 7.4 Discussion and possible recommendation on Amending Ordinance 54-54 regarding Bow Hunting in the Village.

[Bow Hunting Ordinance](#)

8. Personnel Committee, Trustee Johnson

Discussion and possible recommendation on the following

- 8.1 Discussion and possible recommendation to approve **Resolution 2020-52** adopting revisions to the Community Planner / Zoning Administrator Position Description

[AIRF - Planner Description.pdf](#)

[PlannerPositionDescription REVISION DRAFT 09-2020 Marked Up.pdf](#)

[PlannerPositionDescription REVISION DRAFT 09-2020.pdf](#)

- 8.2 Discussion and possible recommendation to approve changes to Employee Handbook subject to final review by labor attorney.

[Summary Memo of 2020 Employee Handbook Updates 10-7-2020 COW.pdf](#)

[Employee Handbook-2020 Updates COW Review 10-7-2020.pdf](#)

[Village Remote Work Policy DRAFT Revised 9-16-2020.pdf](#)

[Village of Mukwonago Remote Work Agreement Form Draft Revised 9-16-2020.pdf](#)

[Policy- Key Control and Agreement Policy VOM](#)

9. Public Works Committee, Trustee Brill

Discussion and action possible on the following items

- 9.1 Discussion and possible recommendation to approve a Letter of Credit reduction for Phantom Lakes Preserve to \$68,396.40.
[Phantom Lakes Preserve - Letter of Credit Reduction #2](#)
- 9.2 Discussion and possible recommendation to approve a Letter of Credit Reduction for Box Self Storage Development to \$105,735
[Box Self Storage Letter of Credit Reduction #2](#)
- 9.3 Discussion and possible recommendation to approve a Letter of Credit Reduction for Chapman Villas to \$1, 218,930
[Chapman Villas-Letter of Credit Reduction #1](#)
- 9.4 Discussion and possible recommendation to approve a Letter of Credit reduction for Hittman Property on Arrowhead Drive and STH83 to \$8,838.
[Hittman Property - Letter of Credit Reduction #1](#)
- 9.5 Discussion and possible recommendation to approve **Resolution 2020-51** a resolution authorizing the filing of the 2021 Forestry Grant Application.
[Urban Forestry Grant AIRF](#)
[RESOLUTION 2020-51 \(Urban Forestry Grant App\)](#)
- 9.6 Discussion and possible recommendation on a purchase requisition for the Utility Department for an enclosed cargo trailer from Bob Clapper Automotive in the amount of \$16,300.
[Purchase Requisition](#)
- 9.7 Discussion and possible recommendation to draft an ordinance allowing services within the 10' of a driveway requiring homeowner to sign a waiver releasing the Village from damages to driveway and being responsible for all driveway repairs and attaching as signed agreement to deed.
[Agenda Item Request Form Ordinance 74.5 \(b\)\(6\)](#)
[Ordinance 74 5b6](#)

10. Protective Services, Trustee Adler

Discussion and action possible on the following items

- 10.1 Monthly Police Report *(for information only, no action required)*
[Monthly August 2020](#)
[MonthlySeptember 2020](#)

11. Adjournment

It is possible that a quorum of, members of other governmental bodies of the municipality may be in attendance at the above stated

meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note, upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Municipal Clerk's Office, (262) 363-6420.



VILLAGE OF MUKWONAGO

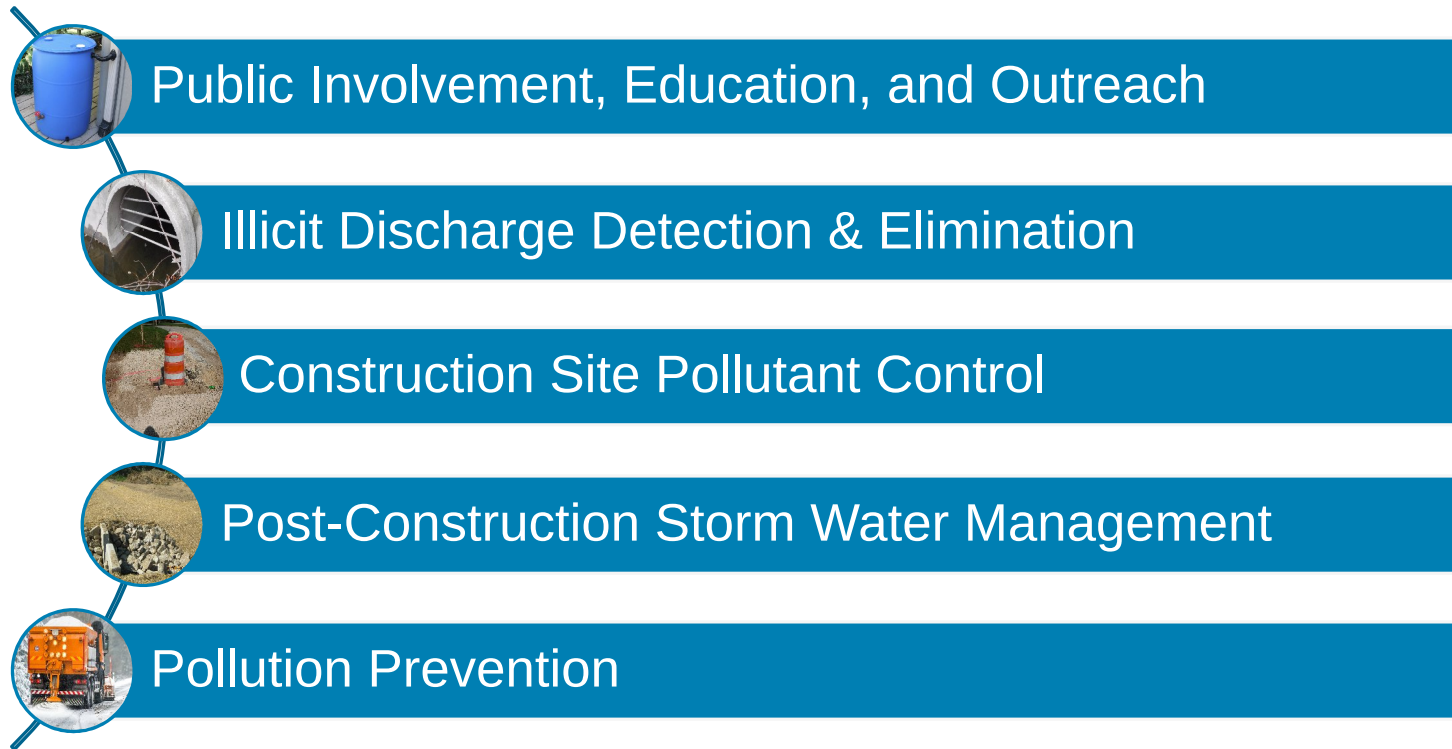
MS4 PROGRAM DEVELOPMENT

The Village of

Mukwonago

Where life, leisure and business thrive.

Agenda



2.1 Public Education & Outreach

<u>Permit Section #</u>	<u>MS4 Permit Program</u>	<u>MS4 Permit Program Development and Revisions</u>	<u>On-going Implementation and Operation of MS4 Permit Programs</u>	<u>Recurring/Occasional MS4 Permit Program Reporting Submittals</u>
2.1	Public Education and Outreach	Written Program due 3/31/2021	Participate in regional storm water education program; provide information in passive and active methods throughout the year	Provide event details, # of attendees, outreach delivery mechanism, in Annual Report



Photo Credit: MMSD

2.2 Public Involvement & Participation

<u>Permit Section #</u>	<u>MS4 Permit Program</u>	<u>MS4 Permit Program Development and Revisions</u>	<u>On-going Implementation and Operation of MS4 Permit Programs</u>	<u>Recurring/Occasional MS4 Permit Program Reporting Submittals</u>
2.2	Public Involvement and Participation	Written Program due 3/31/2021		Provide citizen comments, volunteer event details, website information, delivery mechanism and target participants/# of participants in Annual Report
2.2.1	Village Website		Update as needed though the year	
2.2.2	Public Meetings		Prepare presentations, agenda items	
2.2.3	Volunteer Events		Coordinate with regional and local partners; advertise, participate in/host events	
2.2.4	Target Audiences/Participants		ID & advertise to certain groups	



Photo Credit: Urban Milwaukee

2.3 Illicit Discharge Detection & Elimination

<u>Permit Section #</u>	<u>MS4 Permit Program</u>	<u>MS4 Permit Program Development and Revisions</u>	<u>On-going Implementation and Operation of MS4 Permit Programs</u>	<u>Recurring/Occasional MS4 Permit Program Reporting Submittals</u>
2.3	Illicit Discharge Detection and Elimination	Written Program due 3/31/2021		
2.3.2	In-field MS4 Outfall Screenings		16 Priority Outfalls to be inspected annually	Provide summary of outfall inspections in Annual Report
2.3.2	Sampling		Take water samples at outfalls with flow during dry weather inspections.	Report # of samples collected and provide lab results in Annual Report
2.3.3	Source Investigation and Elimination		Follow-up on outfalls with water samples to trace and determine source of Illicit Discharge; conduct notification and enforcement activities per Village ordinance	Report # of Illicit Discharge sources resolved/unresolved and provide details for each situation in Annual Report.



Photo Credit: M. Bruns, R/M

2.4 Construction Site Pollutant Control

<u>Permit Section #</u>	<u>MS4 Permit Program</u>	<u>MS4 Permit Program Development and Revisions</u>	<u>On-going Implementation and Operation of MS4 Permit Programs</u>	<u>Recurring/Occasional MS4 Permit Program Reporting Submittals</u>
2.4	Construction Site Pollutant Control	Written Program due 3/31/2021		
2.4.2	Plan Reviews		Track and review erosion control plans for new and redevelopment sites to meet Village ordinance.	Report # of erosion control plans submitted and/or approved in Annual Report.
2.4.4	Erosion Control Inspections		Conduct erosion control inspections on all active construction sites at least once per 45 days, and weekly if violations exist on site.	Report # of erosion control inspections completed in the Annual Report.
2.4.4.d.	Erosion Control Enforcement		Conduct enforcement activities (letters, meetings, follow-up inspections, fines, etc.) for any non-compliant construction sites	Report # of enforcement actions completed in the Annual Report



Photo Credit: M. Bruns, R/M

2.5 Post-Construction Storm Water Management

<u>Permit Section #</u>	<u>MS4 Permit Program</u>	<u>MS4 Permit Program Development and Revisions</u>	<u>On-going Implementation and Operation of MS4 Permit Programs</u>	<u>Recurring/Occasional MS4 Permit Program Reporting Submittals</u>
2.5	Post-Construction Storm Water Management	Written Program due 3/31/2021		
2.5.2	Permitting, Complaint Response		Record, track and follow-up on complaint received from the public.	Report the # of complaints and resulting follow-up activities in the Annual Report.
2.5.3	Plan Reviews		Complete storm water management plan reviews to meet Village ordinance and consider impacts to local water quality.	Report the # of new and redevelopment plan submittals that were reviewed and/or approved during the previous year in the Annual Report.
2.5.4	Long-Term Maintenance		Review long-term maintenance agreements for proposed storm water BMPs	Report # of long-term maintenance plans that were approved during the previous year in the Annual Report



Photo Credit: D. Klemm, R/M

2.6 Pollution Prevention

<u>Permit Section #</u>	<u>MS4 Permit Program</u>	<u>MS4 Permit Program Development and Revisions</u>	<u>On-going Implementation and Operation of MS4 Permit Programs</u>	<u>Recurring/Occasional MS4 Permit Program Reporting Submittals</u>
2.6	Pollution Prevention	Written Program due 3/31/2021		
2.6.1	Storm Water BMP Inspection and Maintenance Program	Written Program including inventory of storm water BMPs due 3/31/2021	Implement 38 private storm water BMP inspection reporting program to ensure inspections and maintenance occur on private storm water BMPs	Report # of inspections or report received, details on facilities maintained in Annual Report
2.6.2	BMP Inspections	Written Program due 3/31/2021	Inspect 2 public storm water BMPs every 5 years (and after large rain events)	Report on public SW BMP inspections in Annual Report
2.6.3	Storm Water Pollution Prevention Plans (SWPPP) for Municipal Properties:	Written Program due 3/31/2021	Conduct 1 full DPW site inspection annually	Report on DPW site changes, inspection in Annual Report
2.6.5.a.	Street Sweeping	Written Program due 3/31/2021	Perform street sweeping throughout the Village as described in the storm water management plan to capture pollutants	Report amount of street sweeping material collected annually in Annual Report.
2.6.5.b.	Catch Basin Cleaning	Written Program due 3/31/2021	Routine catch basin inspections and cleaning	Report # of catch basins inspected and amount of material removed in Annual Report



Photo Credit: Google Earth, Mukwonago

2.6 Pollution Prevention

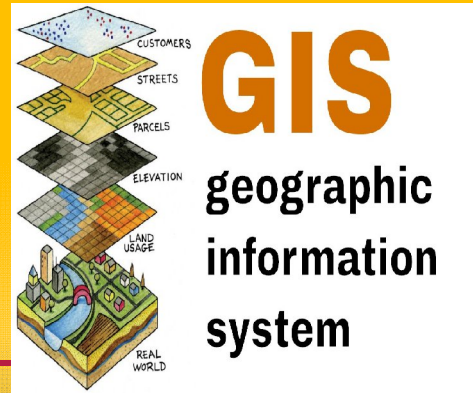
<u>Permit Section #</u>	<u>MS4 Permit Program</u>	<u>MS4 Permit Program Development and Revisions</u>	<u>On-going Implementation and Operation of MS4 Permit Programs</u>	<u>Recurring/Occasional MS4 Permit Program Reporting Submittals</u>
2.6.5.c.	Material Handling and Disposal	Written Program due 3/31/2021	Maintain good housekeeping practices for handling and storage of material removed via street sweeping, catch basin cleaning, and leaf collection activities.	Report on amount of material collected, storage sites, in Annual Report
2.6.5.d.	Leaf Collection	Written Program due 3/31/2021; optional program updates later	Collect leaves at curbside daily between October 1st and December 1st (weather permitting);	Report tons of leaves collected in Annual Report; Optional program upgrades to quantify phosphorus reductions under MS4 permit
2.6.6	Winter Road Management	Written Program due 3/31/2021	Implement Winter Road Management Program using no more than the amount of road salt needed to maintain safe roads; calibrate equipment annually, plow and salt roads as needed.	Report monthly totals of road salt and other products applied, types of products applied, any changes to equipment or program, in Annual Report
2.6.7	Nutrient Management for Municipal Properties	Written Program due 3/31/2021	Apply fertilizers to municipal properties over 5 acres following nutrient management plan.	Report amount of fertilizer applied to municipal properties over 5 acres in Annual Report.
2.6.9	Staff Training re: MS4 Permit and Water Quality	Written Program due 3/31/2021	Train staff and contractors on impacts of road salt to water quality and proper application methods	Report on staff, contractors attending training events, event topics, in Annual Report.



VILLAGE OF MUKWONAGO FORESTRY PROGRAM

DEPARTMENT OF PUBLIC WORKS

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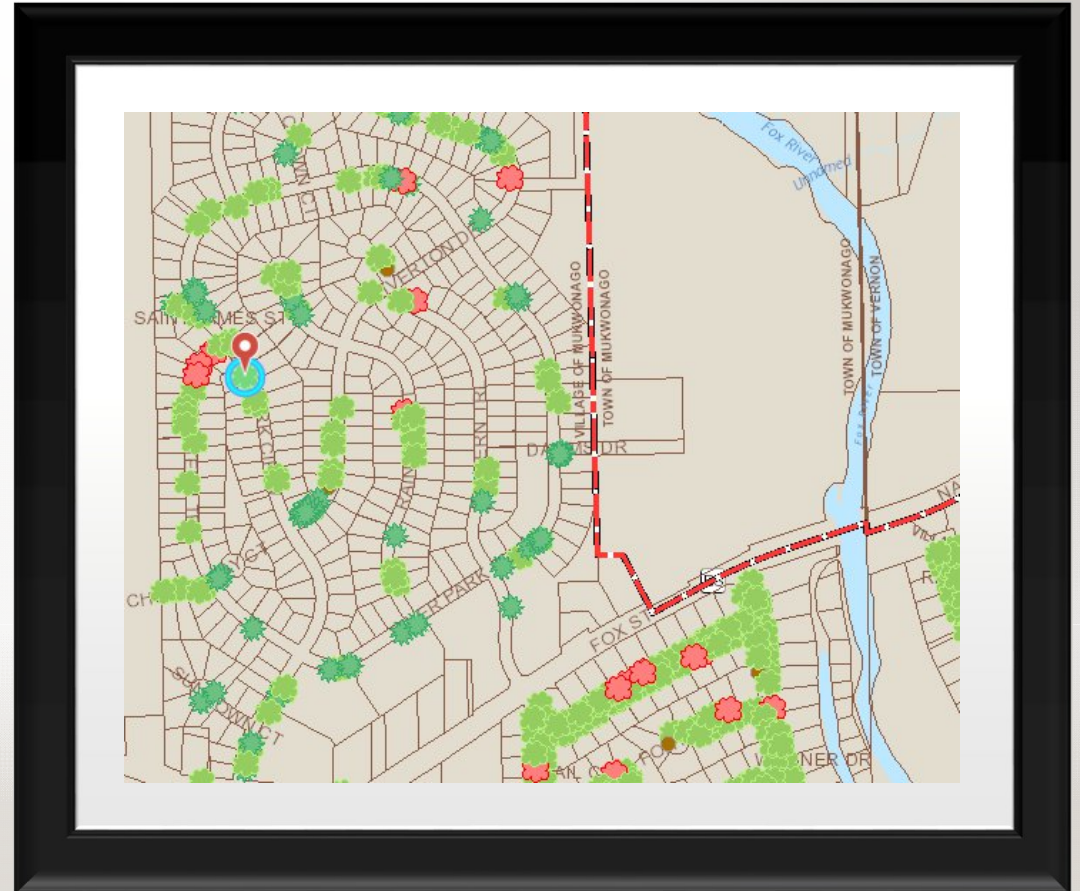


2019 DNR URBAN FORESTRY GRANT

- Received Full Grant - \$25,000
- Tree Inventory & GIS Implementation
- Staff Training
- Tree Removals & Tree Plantings

TREE INVENTORY & GIS IMPLEMENTATION

- Public access
- Type, Size, Address, etc
- Add/delete tree or stump
- Search any condition
- Setup routine maintenance



<https://mukwonago.assetally.com/>

AVERAGE
SPECIES AND
VALUE

92 species of trees

3,915 total public trees

Worth \$6,933,000!!!

STAFF TRAINING

- Chainsaw Safety
- Tree Trimming and Removal
- Identifying Risk
- Planting Techniques
- Pest and Tree Identification



TREE REMOVALS & TREE PLANTINGS

- 20 street and park trees were planted in 4 varieties – River Birch, White Pine, Kentucky Coffee Tree, and American Linden
- 39 diseased Ash trees infected by Emerald Ash Borer were removed from public right of way

2019 ARBOR DAY CELEBRATION

- Planted 4 trees with the Girl Scouts from Clarendon Elementary and Park View Middle school.
- Gave out over a hundred White Pine saplings to the rest of the school.
- Seen here – Trustee Decker & President Winchowky





TREE CITY USA & ISA GOLD LEAF AWARD



MISSOURI GRAVEL BED PROJECT

- Bare root stock
- Low cost to build
- Very little maintenance
- We can plant 4 of these to 1 balled and burlap
- Trees are only \$35 compared to \$250+









TREE TOTALS FOR 2019

64 trees were planted this past year and over 15 different varieties – value of \$11,500+

53 dead or diseased trees were removed – value of \$22,000+

65 total stumps were removed – value of \$3,500+

It was a very positive year for the Forestry Program and we have more to do. The DPW is keeping up with all the modern urban forestry techniques. We would like to start writing up another DNR grant proposal for 2021. We are going to double the Gravel bed to now fit 70 trees. The GIS allows for scheduled pruning programs, dead/diseased tree removal and future planting sites which we will be implementing. We have another Arbor day to celebrate which will get us to year 5 as a Tree City USA member. Public Works would like to thank The Village for giving us the opportunity to achieve these goals and projects.

“We plant trees not for ourselves, but for future generations”
(Caecilius)

COMMITTEE OF THE WHOLE MEETING MINUTES

Wednesday, September 2, 2020

Time: **5:30 pm**

Place: **Mukwonago Municipal Building/Board Room, 440 River Crest Ct.**

Call to Order

Meeting was called to order by President Winchowky at 5:30pm at Mukwonago Municipal Building/Board Room, 440 River Crest Court

Roll Call

Present

Daniel Adler
Eric Brill
Jim Decker
Darlene Johnson
John Meiners
Roger Walsh
Fred Winchowky

Also Present

John Weidl, Village Administrator
Diana Doherty, Finance Director
Diana Dykstra, Clerk-Treasurer
Kevin Schmidt, Police Chief
Ron Bittner, DPW Director
Dave Brown, Utilities Director
Mark Blum, Village Attorney
Jerad Wegner, Village Engineer

Approval of Minutes

Approval of Minutes of August 5, 2020 Committee of the Whole.

Decker/Johnson motion to approve Minutes of August 5, 2020 Committee of the Whole.
Unanimously carried.

Downtown Development Committee, Trustee Walsh

Update of August 27, 2020 DDC Zoom Meeting

Trustee Walsh provided an update on the August 27, 2020 DDC Meeting. He was selected as the Chair. A review of the Downtown Mukwonago Vision Survey and various funding mechanisms such as BID & TID. He reported on the August 24, 2020 Walking Tour and estimated costs of short term items like planters and benches, and asked for comments. They reviewed the branding color results as well. No action was necessary.

Finance Committee, Trustee Meiners

Monthly Treasurer Report and Revenue/Expenditure Guideline Report For July

Trustee Meiners reviewed the report, no action was required.

Discussion and possible recommendation to approve Vouchers in the amount of \$2,928,310.73.

Meiners/Decker motion to recommend approval of Vouchers in the amount of \$2,928,310.73. Meiners noted the additional funds are for the tax settlements.
Unanimously carried.

Discussion and possible recommendation to approve reallocating funds within the Police Capital Budget to defer the impound garage project and use the funds to replace the dispatch center's roof-top HVAC unit.

Meiners/Johnson motion to recommend approval to reallocate funds within the Police Capital Budget to defer the impound garage project and use the funds to replace the dispatch center's roof-top HVAC unit. Unanimously carried.

Discussion and possible recommendation to approve moving forward with the purchase of a Laserfiche Cloud Document Management System with General Code at a cost not to exceed \$10,000, and seek reimbursement under the Roads to Recovery Grant.

Clerk Dykstra noted this was established as a priority upon hire and they have met with multiple agencies that provide this program. There is a special promotion due to the pandemic and need for virtual records and access, which has made this program more affordable for small municipalities.

Meiners/Decker motion to recommend approval to move forward with the purchase of a Laserfiche Cloud Document Management System with General Code at a cost not to exceed \$10,000, and seek reimbursement under the Roads to Recovery Grant. Unanimously carried.

Discussion and possible recommendation to approve the remaining contract amount for Zoning Code and Sign Code Re Write to Civitek Consulting, Inc. for \$52,200

Meiners/Decker motion to recommend approval of the remaining contract amount for Zoning Code and Sign Code Re Write to Civitek Consulting, Inc. for \$52,200. Administrator Weidl noted this was postponed previously due to uncertainty of the financial position and we now are comfortable our revenues are coming in. Unanimously carried.

Discussion and possible recommendation whether to pursue reimbursement under the Roads to Recovery Grant on audio and visual upgrades to the Board Room for video streaming of meetings, or to include as a project in the 2021 Annual Budget.

Meiners/Decker motion to recommend the purchase of the Granicus video streaming immediately and seek reimbursement under the Roads to Recovery Grant.

Trustee Walsh expressed his support and the reimbursement.

Finance Director Doherty noted expenditure has to be paid prior to November 1 to be considered for the grant and reserve funds would need to be used to pay for this expense.

Clerk Dykstra noted reserve funds would need to be used to pay for this expense.

Trustee Johnson noted this would have been nice during her surgery to have that opportunity and she believes the public will appreciate this.

President Winchowky notes this will also require a \$4,400 fee paid each year after the three year initial term.

Trustee Brill commented there may need to be additional microphones and camera for IT to look into.

Unanimously carried.

Discussion and possible recommendation to approve Resolution 2020-42 a Resolution that exempts the Library from the County Library Levy.

It was noted this is the annual resolution passed to guarantee the Village funds the library at a certain level to prevent county from levying the tax.

Meiners/Decker motion to recommend approval of **Resolution 2020-42** a Resolution that exempts the Library from the County Library Levy. Unanimously carried.

Downtown TIF Redevelopment Presentation

Administrator Weidl noted that one of the Boards goals is to put together a policy regarding TIF Districts. He noted he wanted to get a sense of where the Board is at and if they are interested in the use of this in the Downtown Redevelopment. He reviewed a presentation regarding TIF districts and policies in general.

Trustee Meiners noted he is interested.

Trustee Johnson questioned the "But For" clause and is nervous of another TID district so she has her reservations.

Trustee Decker commented he is curious if they are going to start tearing down buildings and would like to know what options are available or what is the best one.

Trustee Walsh noted they are looking at all opportunities for properties. He questioned if the Village wants a TID downtown and what would it be used for. He noted he has many questions.

Trustee Brill stated he was interested, it is a tool worth looking into.

Trustee Adler noted he echoes Trustee Walsh, feels it could be potentially useful, but needs more direction.

Administrator Weidl questioned the Board if they would provide a few months to come back with an idea or best practice for this implementation. The Consensus vote was 4 in favor and 2 against.

Health and Recreation Committee, Trustee Decker

Discussion and possible recommendation to approve the Art Fair at the Square event application for Saturday, September 19, 2020 from 10:00AM to 4:00PM.

Decker/Meiners motion to recommend approval of the Art Fair at the Square event application for Saturday, September 19, 2020 from 10:00AM to 4:00PM, contingent upon staff approval regarding being named additional insured on the insurance policy.

Unanimously carried.

Discussion and possible recommendation to approve the annual Fall Fest Special Event Application from the Chamber of Commerce for September 26, 2020.

Decker/Brill motion to recommend approval the annual Fall Fest Special Event Application from the Chamber of Commerce for September 26, 2020.

Unanimously carried.

Judicial Committee, Trustee Walsh

Discussion and possible recommendation on an Ordinance to allow for backyard Chickens.

Trustee Walsh noted this item came previously to the Committee and the ordinance has been revised to address concerns.

Trustee Adler reviewed specific changes that were made to the ordinance. They removed the conditional use requirement and the free range option. They took away the necessity for cleaning twice a week and added a certain level of cleanliness required. He reviewed a license requirement and sample form as well. He noted it was the overall goal to address the process before any chickens were purchased and get neighbors to talk. He also noted that John's Disposal confirmed the ability to take disposal.

Administrator Weidl noted he would have R&M create a layer in GIS so at any given point in time the staff could see which homes have chickens.

Trustee Johnson commented that she appreciated the work that Trustee Adler completed, however when she moved here 16 years ago, she didn't come here for the chickens, but the school system and community. The Village has newer areas and some that do not want chickens, and she doesn't see where there is a mention of the number of acres required. She noted the County is 1-3 acres to have chickens. She appreciates this but constituents she spoke to don't want this.

Trustee Adler noted that neighbors would be required to sign off on the approval and this would be an allowance for only 4 chickens.

Trustee Brill sees the new trend in chickens and has seen the new use of setbacks instead of acreage.

Trustee Decker confirmed they would be submitting construction plans with the coop design, it be an annual fee, and if they cease to operate after (6) months they would be expected to take down the coop. It was also confirmed the Zoning and Planner would be the oversight of these permits and be the one who approves the permits or verifies complaints.

Walsh/Adler motion to recommend moving forward with an Ordinance to allow for backyard Chickens subject to the changes discussed.

Roll Call: "Yes" Trustee Adler, Brill, Decker, Meiners, Walsh, Winchowky. "No" Trustee Johnson. Motion carried 6-1.

Discussion and possible recommendation on an application for Temporary Class "B" Retailers License from the Son's of the American Legion Post #375 at the Mukwonago Chamber of Commerce Fall Fest on September 26, 2020.

Walsh/Decker motion to recommend approval of an application for Temporary Class "B" Retailers License from the Son's of the American Legion Post #375 at the Mukwonago Chamber of Commerce Fall Fest on September 26, 2020.

Unanimously carried.

Discussion and possible recommendation on Ordinance 982 prohibiting signage from being hung on village property or fencing.

Walsh/Meiners motion to recommend approval.

Village Administrator noted the Village would be exempt.

Trustee Decker questioned the Chamber signage on the property and the Lions Club signage and how that will be affected.

There was further discussion regarding how charitable events would be able to position a sign, and Attorney Blum confirmed it would have to be a blanket prohibition which would then apply to all use of the park.

Walsh/Meiners withdraw their original motion to approve.

Trustee Decker motioned to recommend approval. Motion failed for lack of second.

It was determined they would look into the use agreement and restrict the operator of an event for the next COW.

Discussion and possible recommendation to approve public comment periods at all publicly noticed commission and committee meetings including the Committee of the Whole and Historic Preservation Commission (HPC).

Walsh/Adler motion to recommend the same language as the Village Board Public Comment be applied to all publicly noticed commission and committee meetings.

President Winchowky noted he felt this was redundant and feels it politicizes each item more than necessary.

Roll Call: "Yes" Trustee Adler, Brill, Walsh. "No" Trustee Decker, Johnson, Meiners, and Winchowky. Motion fails 3-4.

Personnel Committee, Trustee Johnson

Discussion and possible action to recommend approval of a complaint procedure and form for the Village of Mukwonago, concerning conduct of Village Officials, Officers and Employees.

Trustee Johnson presented the document noting it has been amended and will be included in the employee handbook.

President Winchowky questioned if there should be an appeal process.

Attorney Susan Love noted the law allows for a grievance procedure but no appeal process is required.

President Winchowky asked if this was an open record. Attorney Love noted this is an open record unless it falls under the exceptions under the law.

Trustee Johnson noted they have been working on this item for over a year and feels this is a way for someone to have their issues addressed.

Trustee Walsh stated this began back in April of 2019 and as a result he did ask for this procedure to be developed.

Johnson/Walsh motion to recommend approval of a complaint procedure and form for the Village of Mukwonago, concerning conduct of Village Officials, Officers and Employees.

Unanimously carried.

Public Works Committee, Trustee Brill

Discussion and possible recommendation on additional Well #3 Capacity Test with SUEZ in the amount of \$45,000.

Brill/Decker motion to recommend approval on additional Well #3 Capacity Test with SUEZ in the amount of \$45,000. Unanimously carried.

Discussion and possible recommendation to approve a Letter of Credit Reduction for Orchards of Mukwonago Addition #2 to a new value of \$51,944.28 contingent upon completing required punch list repairs identified by Staff.

Brill/Decker motion to recommend approval of a Letter of Credit Reduction for Orchards of Mukwonago Addition #2 to a new value of \$51,944.28 contingent upon completing required punch list repairs identified by Staff. Unanimously carried.

Discussion and possible authorization to request Village Attorney to prepare necessary documents to accept the public storm sewer and roadway infrastructure, contingent upon completion of all punch list items.

Brill/Decker motion to recommend approval and authorization to request Village Attorney to prepare necessary documents to accept the public storm sewer and roadway infrastructure, contingent upon completion of all punch list items. Unanimously carried.

Discussion and possible recommendation to release the Letter of Credit with Super Products, LLC.

Brill/Decker motion to recommend approval to release the Letter of Credit with Super Products, LLC. Unanimously carried.

**Discussion and possible recommendation to approve Task Order # 2020-09
Atkinson Pump Station Design, Bidding and Construction Services.**

Engineer Dave Arnodt was present to note this is the largest lift station in the Village and doesn't have enough room. Peak flows were identified and evaluated with tributary flows and capacity in the needs study.

Finance Director Doherty noted this is eligible for sewer impact fees.

Brill/Walsh motion to recommend to approve Task Order # 2020-09 Atkinson Pump Station Design, Bidding and Construction Services. Unanimously carried.

Discussion and possible recommendation to approve a declaration of emergency per Wis Stats Sect 62.15(1b) thus eliminating the public bidding requirements and approving the contracts to hire Staab Construction Corporation in the amount of \$46,750 to replace the north dam gate, along with Task Order 2020- 11 with R & M to support engineering in the amount of \$6,500 for the project. The overall project budget also includes \$2,500 for We Energies to temporally remove the overhead electrical line over the top of the dam.

DPW Director Bittner noted he had discussed this issue in August with the Board. This is a time sensitive issue and the gate is currently closed. The Town Board is having a special meeting on September 3, 2020 to discuss as well.

Attorney Blum noted the northgate is not functioning is a life and safety issue and therefore the need for this emergency resolution.

President Winchowky questioned if in 2012 this was reviewed was this a design flaw? DPW Director noted the gate was not replaced at that time because it was functioning. There is a document from 1969 which requires the Town and Village 50% cost sharing.

Trustee Johnson thanked DPW Director Bittner for reaching out to the Phantom Lake District.

Brill/Adler motion to recommend approval of a declaration of emergency per Wis Stats Sect 62.15(1b) thus eliminating the public bidding requirements and approving the contracts to hire Staab Construction Corporation in the amount of \$46,750 to replace the north dam gate, along with Task Order 2020- 11 with R & M to support engineering in the amount of \$6,500 for the project. The overall project budget also includes \$2,500 for We Energies to temporally remove the overhead electrical line over the top of the dam.

Unanimously carried.

Adjournment

Meeting was adjourned at 7:39pm.

Respectfully Submitted,

Diana Dykstra, CMC
Village Clerk-Treasurer

TREASURERS REPORT	Aug-2020	TOTAL	Citizens	LGIP	Long Term Investments - Johnson Bank & ADM
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GENERAL VILLAGE

100-111xxx	General Fund	2,262,168.87	39,573.24	1,164,240.79	1,058,354.84
100-111005/020/033	Checking/MRA/Accrued Sick	992,705.87	587,507.68	295,624.39	109,573.80
150-111300	Fire Department	294,006.32	294,006.32		
200-110xxx	Community Development (Deback)	1,226,247.08	135,865.37	1,090,381.71	
210-111xxx	Wisc Development - RLF	216,805.29			216,805.29
220-111xxx	TID#3-General	1,189,435.01	214,812.49	961,209.90	13,412.62
240-111xxx	TID#4-General	490,592.24	350.63	490,241.61	
250-111xxx	TID#5-General	3,529,059.79	58,106.92	3,470,952.87	
300-111xxx	Debt Service	2,746,791.13	519,847.70	2,226,943.43	
320-111300	Fire Department Designated	257,463.43	133,015.95	124,447.48	
340-111xxx	Village Designated Funds	328,920.35	208,907.50	120,012.85	
410-111300	Recycling	277,667.55	238,710.96	38,956.59	
430-111300	Capital Equipment	307,875.42	2,747.09	305,128.33	
440-111xxx	Library	328,419.09	318,248.81	10,170.28	
480-111xxx	Capital Improvement Funds	2,978,925.75	4,510.03	2,736,140.87	238,274.85
500-111300	Stormwater District #1	67,506.70	67,506.70		
600-111xxx	Impact Fees	188,393.72	58,231.17	130,162.55	
720-111xxx	Taxroll	102,995.45	102,879.09	116.36	
810-111xxx	Parkland Site	352,019.17	115,451.22	236,567.95	
TOTAL		18,137,998.23	3,100,278.87	13,401,297.96	1,636,421.40

WATER UTILITY

610-111300	Cash	7,654.89	7,654.89		
610-111200	Bonds & Unrestricted Cash	43,381.51		43,381.51	
610-111400	Long Term Debt	-			-
610-111050	Current Year Debt Reserve	463,497.34	463,497.34	-	
610-111060	Required Debt Reserve	602,819.44	-	177,628.45	425,190.99
610-111080	Impact Fee	80,086.49	76,586.10	3,500.39	
610-111033	Accrued Sick Pay	5,617.25			5,617.25
TOTAL		1,203,056.92	547,738.33	224,510.35	430,808.24

SEWER UTILITY

620-111300	Cash	15,439.79	15,439.79		
620-111200	Bonds & Unrestricted Cash	303,895.66		303,895.66	
610-111400	Long Term Debt	110,527.80			110,527.80
620-111030	Reserve Capacity Assessment	675,675.04	55,873.86	619,801.18	-
620-111060	Required Debt Reserve	720,459.54	-	-	720,459.54
620-111050	Current Year Debt Reserve	438,665.19	438,665.19	-	
620-111070	Equipment Replacement Fund	727,776.94	-	532,857.08	194,919.86
620-111080	Impact Fee	664,306.75	28,394.75	635,912.00	
620-111033	Accrued Sick Pay	5,563.50		5,563.50	-
TOTAL		3,662,310.21	538,373.59	2,098,029.42	1,025,907.20

GRAND TOTAL	23,003,365.36	4,186,390.79	15,723,837.73	3,093,136.84
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Prepared by Diana Doherty

balance check

23,003,365.36

PERIOD ENDING 08/31/2020

GL NUMBER	DESCRIPTION	2020 AMENDED BUDGET	YTD BALANCE 08/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 100 - GENERAL FUND					
Revenues					
OTHERREV	OTHER REVENUES	22,000.00	19,162.44	2,837.56	87.10
PTAX	GENERAL PROPERTY TAX	2,671,895.00	2,657,240.97	14,654.03	99.45
UNCLASSIFIED	Unclassified	0.00	10,257.59	(10,257.59)	100.00
TAXES	OTHER TAXES	392,000.00	279,297.75	112,702.25	71.25
IGOVTRV	INTERGOVERNMENTAL REVENUES	861,478.00	558,498.13	302,979.87	64.83
LICPER	LICENSES & PERMITS	337,597.00	224,743.17	112,853.83	66.57
LAWORD	FINES & FORFEITURES	165,000.00	109,353.27	55,646.73	66.27
PUBCHGS	PUBLIC CHARGES FOR SERVICES	38,817.00	25,400.19	13,416.81	65.44
LEISURE	LEISURE ACTIVITIES	98,000.00	22,635.09	75,364.91	23.10
IGOVTC	INTERGOVERNMENTAL CHARGES	209,200.00	65,489.86	143,710.14	31.30
INVTINC	INVESTMENT INCOME	86,500.00	46,272.86	40,227.14	53.49
TOTAL REVENUES		4,882,487.00	4,018,351.32	864,135.68	82.30
Expenditures					
5111	VILLAGE BOARD	54,829.00	61,167.32	(6,338.32)	111.56
5112	HISTORIC PRESERVATION	290.00	0.00	290.00	0.00
5120	MUNICIPAL COURT	44,630.00	28,181.17	16,448.83	63.14
5130	VILLAGE ATTORNEY	78,780.00	69,094.00	9,686.00	87.71
5141	VILLAGE ADMINISTRATION/FINANCE	196,369.00	129,115.28	67,253.72	65.75
5142	CLERK-TREASURER	224,096.00	135,964.72	88,131.28	60.67
5144	ELECTIONS	23,400.00	16,029.52	7,370.48	68.50
5151	INDEPENDENT AUDITING	13,000.00	9,215.38	3,784.62	70.89
5153	ASSESSMENT OF PROPERTY	19,850.00	11,674.11	8,175.89	58.81
5154	RISK & PROPERTY INSURANCE	132,800.00	83,294.43	49,505.57	62.72
5160	VILLAGE HALL	56,133.00	39,514.91	16,618.09	70.40
5191	UNCOLLECTED TAX	0.00	68,164.03	(68,164.03)	100.00
5211	POLICE ADMINISTRATION	1,205,935.00	705,017.36	500,917.64	58.46
5212	POLICE PATROL	976,998.00	622,144.75	354,853.25	63.68
5213	CRIME INVESTIGATION	241,298.00	149,856.30	91,441.70	62.10
5215	POLICE TRAINING	12,000.00	3,852.03	8,147.97	32.10
5220	FIRE STATION (VILLAGE)	8,198.00	848.27	7,349.73	10.35
5235	EMERGENCY GOVERNMENT	2,350.00	16.79	2,333.21	0.71
5241	BUILDING INSPECTOR	231,858.00	138,736.78	93,121.22	59.84
5247	BOARD OF APPEALS	1,000.00	0.38	999.62	0.04
5254	DAMS	7,652.00	5,049.76	2,602.24	65.99
5300	DPW GENERAL ADMINISTRATION	341,556.00	236,241.57	105,314.43	69.17
5323	GARAGE	49,502.00	38,841.24	10,660.76	78.46
5324	MACHINERY & EQUIPMENT	87,848.00	59,792.57	28,055.43	68.06
5335	ENGINEERING	50,000.00	41,137.25	8,862.75	82.27
5341	STREETS & ALLEYS	24,298.00	11,429.88	12,868.12	47.04
5342	STREET LIGHTING	172,500.00	114,530.57	57,969.43	66.39
5343	CURBS GUTTERS & SIDEWALKS	25,526.00	97.00	25,429.00	0.38
5344	STORM SEWER	16,208.00	8,459.45	7,748.55	52.19
5345	STREET CLEANING	11,438.00	3,387.02	8,050.98	29.61
5346	BRIDGES & CULVERTS	5,033.00	0.00	5,033.00	0.00
5347	SNOW & ICE CONTROL	126,777.00	71,902.44	54,874.56	56.72
5348	STREET SIGNS & MARKINGS	10,776.00	11,920.42	(1,144.42)	110.62
5362	GARBAGE COLLECTION	4,293.00	1,201.44	3,091.56	27.99
5431	ANIMAL POUND	2,750.00	2,420.00	330.00	88.00
5512	MUSEUM	11,000.00	4,140.02	6,859.98	37.64
5521	PARKS	173,872.00	129,113.75	44,758.25	74.26
5522	CELEBRATIONS	4,119.00	2,898.20	1,220.80	70.36
5611	FORESTRY	30,555.00	10,529.81	20,025.19	34.46
5613	WEED CONTROL	1,618.00	12.56	1,605.44	0.78
5632	PLANNING DEPARTMENT	123,658.00	95,591.28	28,066.72	77.30
5660	STORMWATER MASTER PLAN	12,000.00	1,160.00	10,840.00	9.67
5670	ECONOMIC DEVELOPMENT	65,694.00	37,305.60	28,388.40	56.79
TOTAL EXPENDITURES		4,882,487.00	3,159,049.36	1,723,437.64	64.70
Fund 100 - GENERAL FUND:					
TOTAL REVENUES		4,882,487.00	4,018,351.32	864,135.68	82.30
TOTAL EXPENDITURES		4,882,487.00	3,159,049.36	1,723,437.64	64.70
NET OF REVENUES & EXPENDITURES		0.00	859,301.96	(859,301.96)	100.00

PERIOD ENDING 08/31/2020

GL NUMBER	DESCRIPTION	2020 AMENDED BUDGET	YTD BALANCE 08/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 150 - FIRE/AMBULANCE FUND					
Revenues					
OTHERREV	OTHER REVENUES	0.00	35,740.50	(35,740.50)	100.00
PTAX	GENERAL PROPERTY TAX	222,854.00	148,569.36	74,284.64	66.67
EBIX	EBIX REVENUES	1,034,294.00	692,999.22	341,294.78	67.00
IGOVTRV	INTERGOVERNMENTAL REVENUES	6,000.00	9,664.54	(3,664.54)	161.08
PUBCHGS	PUBLIC CHARGES FOR SERVICES	1,500.00	385.00	1,115.00	25.67
IGOVTC	INTERGOVERNMENTAL CHARGES	222,854.00	148,569.36	74,284.64	66.67
INVTINC	INVESTMENT INCOME	1,000.00	454.77	545.23	45.48
TOTAL REVENUES		1,488,502.00	1,036,382.75	452,119.25	69.63
Expenditures					
5140	ADMINISTRATIVE & GENERAL	26,361.00	17,574.00	8,787.00	66.67
5221	FIRE ADMINISTRATION	939,371.00	588,767.52	350,603.48	62.68
5222	FIRE SUPPRESSION	62,798.00	31,862.97	30,935.03	50.74
5223	FIRE TRAINING	42,478.00	17,075.78	25,402.22	40.20
5231	AMBULANCE	328,347.00	239,374.19	88,972.81	72.90
5232	AMBULANCE TRAINING	22,601.00	8,933.68	13,667.32	39.53
5700	CAPITAL OUTLAY EXPENDITURES	34,000.00	13,274.81	20,725.19	39.04
5900	OTHER FINANCING USES	32,546.00	0.00	32,546.00	0.00
TOTAL EXPENDITURES		1,488,502.00	916,862.95	571,639.05	61.60
Fund 150 - FIRE/AMBULANCE FUND:					
TOTAL REVENUES		1,488,502.00	1,036,382.75	452,119.25	69.63
TOTAL EXPENDITURES		1,488,502.00	916,862.95	571,639.05	61.60
NET OF REVENUES & EXPENDITURES		0.00	119,519.80	(119,519.80)	100.00

PERIOD ENDING 08/31/2020

GL NUMBER	DESCRIPTION	2020 AMENDED BUDGET	YTD BALANCE 08/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 610 - WATER UTILITY FUND					
Revenues					
OTHERREV	OTHER REVENUES	100.00	0.00	100.00	0.00
UTILREV	UTILITY REVENUES	2,002,653.00	940,461.95	1,062,191.05	46.96
CONTRIB	CONTRIBUTED CAPITAL	100,000.00	76,227.80	23,772.20	76.23
MISCINC	MISC INCOME UTILITIES	137,000.00	122,900.37	14,099.63	89.71
IGOVTC	INTERGOVERNMENTAL CHARGES	1,500.00	(24.08)	1,524.08	(1.61)
INVTINC	INVESTMENT INCOME	52,100.00	13,793.02	38,306.98	26.47
TOTAL REVENUES		2,293,353.00	1,153,359.06	1,139,993.94	50.29
Expenditures					
5140	ADMINISTRATIVE & GENERAL	200.00	117.73	82.27	58.87
5900	OTHER FINANCING USES	267,896.00	10,000.00	257,896.00	3.73
6200	PUMPING OPERATIONS	112,320.00	77,160.72	35,159.28	68.70
6210	PUMPING MAINTENANCE	189,232.00	194,825.96	(5,593.96)	102.96
6300	WATER TREATMENT OPERATIONS	68,537.00	49,725.73	18,811.27	72.55
6310	WATER TREATMENT MAINTENANCE	13,838.00	14,174.12	(336.12)	102.43
6450	T&D-DISTR RSRVR/STNDP MAINT	21,740.00	20,654.80	1,085.20	95.01
6451	T&D-MAINS MAINTENANCE	54,847.00	16,956.28	37,890.72	30.92
6452	T&D-SERVICES MAINTENANCE	39,152.00	27,106.18	12,045.82	69.23
6453	T&D-METERS MAINTENANCE	20,166.00	15,993.36	4,172.64	79.31
6454	T&D-HYDRANTS MAINTENANCE	35,162.00	9,670.68	25,491.32	27.50
6901	METER READING LABOR	3,532.00	4,887.91	(1,355.91)	138.39
6902	ACCOUNTING & COLLECTING LABOR	73,400.00	54,253.07	19,146.93	73.91
6920	ADMINISTRATIVE & GENERAL EXP	995,777.00	562,688.10	433,088.90	56.51
6950	YEAR END ACCOUNTING ADJUSTMENT	397,554.00	0.00	397,554.00	0.00
TOTAL EXPENDITURES		2,293,353.00	1,058,214.64	1,235,138.36	46.14
Fund 610 - WATER UTILITY FUND:					
TOTAL REVENUES		2,293,353.00	1,153,359.06	1,139,993.94	50.29
TOTAL EXPENDITURES		2,293,353.00	1,058,214.64	1,235,138.36	46.14
NET OF REVENUES & EXPENDITURES		0.00	95,144.42	(95,144.42)	100.00

PERIOD ENDING 08/31/2020

GL NUMBER	DESCRIPTION	2020 AMENDED BUDGET	YTD BALANCE 08/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 620 - SEWER UTILITY FUND					
Revenues					
OTHERREV	OTHER REVENUES	1,500.00	0.00	1,500.00	0.00
UNCLASSIFIED	Unclassified	10,000.00	10,000.00	0.00	100.00
UTILREV	UTILITY REVENUES	1,590,640.00	787,577.14	803,062.86	49.51
LICPER	LICENSES & PERMITS	101,600.00	53,975.60	47,624.40	53.13
CONTRIB	CONTRIBUTED CAPITAL	80,000.00	28,165.60	51,834.40	35.21
MISCINC	MISC INCOME UTILITIES	250,000.00	134,945.82	115,054.18	53.98
INVSTINC	INVESTMENT INCOME	41,175.00	36,047.26	5,127.74	87.55
TOTAL REVENUES		2,074,915.00	1,050,711.42	1,024,203.58	50.64
Expenditures					
5140	ADMINISTRATIVE & GENERAL	120.00	14,503.49	(14,383.49)	2,086.24
5900	OTHER FINANCING USES	88,014.00	0.00	88,014.00	0.00
8010	WWTP-TREATMENT/DISPOSAL/GP	564,304.00	286,161.86	278,142.14	50.71
8020	LIFT STATIONS/PUMPING EQUIP	31,499.00	11,893.31	19,605.69	37.76
8030	WASTEWATER COLLECTION SYSTEM	105,867.00	39,173.97	66,693.03	37.00
8300	ACCOUNTING/COLLECTING	73,400.00	49,625.42	23,774.58	67.61
8400	ADMINISTRATIVE & GENERAL	576,232.00	358,064.52	218,167.48	62.14
8900	YEAR END ACCOUNTING ADJUSTMENT	635,479.00	0.00	635,479.00	0.00
TOTAL EXPENDITURES		2,074,915.00	759,422.57	1,315,492.43	36.60
Fund 620 - SEWER UTILITY FUND:					
TOTAL REVENUES		2,074,915.00	1,050,711.42	1,024,203.58	50.64
TOTAL EXPENDITURES		2,074,915.00	759,422.57	1,315,492.43	36.60
NET OF REVENUES & EXPENDITURES		0.00	291,288.85	(291,288.85)	100.00
TOTAL REVENUES - ALL FUNDS					
TOTAL REVENUES - ALL FUNDS		10,739,257.00	7,258,804.55	3,480,452.45	67.59
TOTAL EXPENDITURES - ALL FUNDS		10,739,257.00	5,893,549.52	4,845,707.48	54.88
NET OF REVENUES & EXPENDITURES		0.00	1,365,255.03	(1,365,255.03)	100.00

RESOLUTION 2020-50

**A RESOLUTION TO SET THE 2021 SCHEDULE OF FEES
FOR THE VILLAGE OF MUKWONAGO**

WHEREAS, the Village Finance Committee has reviewed the 2021 schedule of fees and has recommended adoption;

NOW THEREFORE, the Village Board of the Village of Mukwonago does hereby establish the following **2021** schedule of fees be approved as defined in the attached schedule and be effective on January 1, 2021 and remain in effect until changed by resolution of the Village Board.

BE IT FURTHER RESOLVED that the Protective Service Fees shall go into effect upon the adoption of this resolution, and the adoption of a similar resolution by the Town of Mukwonago.

Adopted this 21st day of October 2020.

Fred H. Winchowky, Village President

Attest: _____
Diana Dykstra, Clerk-Treasurer

Sample Area Backyard Chicken Fee Listing

Town of Delavan	\$50 Initial Fee	\$10 Annual thereafter
Village of Baldwin	\$10	
City of Verona	\$5 Each Chicken	
Village of Ridgeway	\$10 Annual	
Village of Montfort	\$10 Annual	
Village of Shorewood Hills	\$20 for 3 Year License	
Village of Allouez	\$50 Initial Fee	\$10 Renewal Fee
City of Algoma	\$20 Annual	
Village of East Troy	\$35 1 X Fee	

Exhibit A

Village of Mukwonago
Waukesha and Walworth Counties, Wisconsin
440 River Crest Court
Mukwonago, WI 53149
www.villageofmukwonago.com

Village of Mukwonago 2020 Schedule of Fees

Adopted on November 20, 2019

Scheduled to be Revised October 2020

DRAFT

** Need to set Fee for Backyard Chicken Ordinances

Administrative Fees

<u>Section</u>	<u>Type of Fee</u>	<u>Fee/Charge</u>	<u>Units/Duration</u>	<u>Comments</u>
Licenses/Permits				
14-31	Dog License - Spayed/Neutered	\$10.00	each	Waukesha County
14-31	Dog License - Not Spayed/Neutered	\$15.00	each	Waukesha County
14-31	Dog License - Spayed/Neutered	\$14.00	each	Walworth County
14-31	Dog License - Not Spayed/Neutered	\$33.00	each	Walworth County
14-81	Cat License - Spayed/Neutered	\$10.00	each	
14-81	Cat License - Not Spayed/Neutered	\$15.00	each	
14-31,81	Dog/ Cat License Late Fee	\$5.00		After March 31
14-31,81	Duplicate Dog/ Cat License	\$0.25	each	
6-56	Class A Beer License	\$300.00	year	
6-56	Class A Liquor License	\$500.00	year	
6-56	Class B Beer License	\$100.00	year	
6-56	Class B Liquor License - Regular/Reserve	\$500.00	year	
6-56	Initial Issuance Fee - Reserve Class B Liquor	\$10,000.00	one time	
6-56	Class C Wine License	\$100.00	year	
6-56	Temporary/Picnic Beer License	\$10.00	each	
6-56	Temporary/Picnic Wine License	\$10.00	each	
6-56	Operator's License - Regular	\$33.00	year	
6-56	Operator's License - Provisional	\$15.00	each	
6-56	Operator's License - Temporary	\$20.00	each	
6-56	Duplicate Operator's License	\$20.00	each	
6-56	Wholesaler's Malt Beverage License	\$25.00	year	
6-56	Premises-to-Premises Transfer of License	\$25.00	each	Each license
6-56	Change in Agent	\$10.00	each	
6-56	Amendment to Premises Description of License	\$25.00	each	
22-58	Tobacco/Cigarette License	\$100.00	year	
22-83	Pool Table License	\$25.00	table/year	
10-2	Arcade License	\$200.00 + \$40.00 per device	year	
90-44	Taxicab License	\$50.00	vehicle/year	
90-48	Taxicab Driver's License	\$50.00	driver/year	
22-112	Dance Hall/Floor License	\$25.00	year	
22-165	Weights and Measures License	\$20 App Fee/\$15 Per Device	year	APPLICATION FEE & PER DEVICE
6-36	Petition to Exceed Quota	\$150.00	each	
74-25	Block Party Permit	\$10.00	each	
58-53	Special Events Permit - Class I	\$20.00	each	Count actual days of event
58-53	Special Events Permit - Class II	\$10.00	each	Count actual days of event
58-53	Special Events Permit - Pre-event Safety Inspection	\$75.00	per hour	
58-53	Special Events Permit - Security Deposit	\$200.00	per event	

Administrative Fees

<u>Section</u>	<u>Type of Fee</u>	<u>Fee/Charge</u>	<u>Units/Duration</u>	<u>Comments</u>
Licenses/Permits (Cont'd)				
10-2	Coin-Operated Amusement Device License	\$40.00	device	
10-68	Massage Establishment License	\$150.00	year	
10-72	Masseur or Masseuse permit	\$50.00	year	
10-108	Escort Service License	\$250.00	year	
82-351	Parade Permit	\$25.00	parade	
Other Administrative Fees				
	Background Investigation Fee	\$10.00	each	
	Zoning/Official Maps - Black and White	\$40.00	each	Actual Cost of Reproduction
	Zoning Maps - Color	\$25.00	each	Actual Cost of Reproduction
	Master Plan	\$40.00	each	
	Zoning Code Book	\$45.00	each	
2-197	Copies	\$0.25	copy - black & white	
	Copies	\$0.50	copy - color	
	Special Assessment Letter (5 day response)	\$35.00	letter	
	Special Assessment Letter (Rush Order)	\$50.00	letter	
	Publication Fee for alcohol license - Multiple	\$19.00	each	
	Publication Fee for alcohol license - Single	\$25.00	each	
	Special Board Meeting	\$500 Per Event 45	Board Member	Applicant-requested meeting

Park and Community Room Rental Fees

<u>Section</u>	<u>Type of Fee</u>	<u>Fee/Charge</u>	<u>Units/Duration</u>	<u>Comments</u>
Park Fees				
58-34	Field Park Pavilion A (Main) - Resident - 1-49 people	\$100.00	per day	
58-34	Field Park Pavilion A (Main) - Resident - 50-100 people	\$150.00	per day	
58-34	Field Park Pavilion A (Main) - Resident - more than 100 people	\$175.00	per day	
58-34	Field Park Pavilion A (Main) and/or entire park - Deposit	\$200.00	per use	Refundable
58-34	Field Park Pavilion B (Ball Diamond) - Resident	\$75.00	per day	
58-34	Field Park Pavilion C (Playground) - Resident	\$75.00	per day	
58-34	Field Park - Entire Park - Resident	\$200.00	per day	
58-34	Field Park - Baseball Field - Resident	\$25.00	per day	Non-athletic organizations only
58-34	Indianhead Park Pavilion - Resident	\$50.00	per day	
58-34	Miniwaukan Park Pavilion - Resident	\$50.00	per day	
58-34	Miniwaukan Pavilion with Electric - Resident	\$65.00	per day	
58-34	Minor's Park Pavilion - Resident	\$50.00	per day	
58-34	Phantom Glen Pavilion - Resident	\$50.00	per day	
58-34	Phantom Glen Pavilion w/ Electric	\$65.00	per day	
58-34	Park Pavilion - Deposit	\$100.00	per use	Refundable
58-34	Electricity	\$15.00	per day	
58-34	Non-resident fee	additional \$25.00	per day	
58-34	School Sporting Activity	\$100.00	per day	
58-34	School Sporting Activity - Practice	\$25.00	per practice	
58-34	Baseball Fields - Non-Resident	\$75.00	per use	
58-34	Soccer/Football Fields - Non-Resident	\$100.00	per use	
58-34	Lights	\$40.00	per use	
58-34	Key Deposit	\$25.00	per key	Refundable
58-34	Athletic League Registration	\$100.00	organization/year	
58-34	Softball/Baseball Field Preparation Charge	\$42.00	per diamond	
58-34	Softball/Baseball Field Preparation Charge (Weekend)	\$55.00	per diamond	
58-34	Football Field Painting	\$40.00	per field	
58-34	Soccer Field Painting (Small)	23 /22.5	per field	
58-34	Soccer Field Painting (Large)	43 /42.5	per field	
58-34	Practices	\$25.00		up to 20 practices
58-34	Farmers' Market	\$20.00	per week	\$440.00 for 2020

Park and Community Room Rental Fees

<u>Section</u>	<u>Type of Fee</u>	<u>Fee/Charge</u>	<u>Units/Duration</u>	<u>Comments</u>
Community Room Rental Fees				
	Weekday Events	\$65.00	event	
	Recurring Weekday Events	Determined/negotiated by Clerk's Office		
	Weekend Events - Up to 4 Hours	\$100.00	event	Residents Only
	Weekend Events - More than 4 Hours	\$150.00	event	Residents Only
	Weekend Events - Up to 4 Hours	\$200.00	event	Non-Residents
	Weekend Events - More than 4 Hours	\$300.00	event	Non-Residents
	Key Deposit	\$25.00	per key/card	Refundable
	All Weekend Events Nov 1 to Mar 31, Additional Deposit	\$100	event	Refundable if no snow removal

Protective Services Fees

<u>Section</u>	<u>Type of Fee</u>	<u>Fee/Charge</u>	<u>Units/Duration</u>	<u>Comments</u>
Police Issued Licenses and Other Fees				
22-32	Peddler	\$10.00	day	
22-32	Peddler	\$50.00	week	
22-32	Peddler	\$100.00	month	
22-32	Peddler	\$500.00	year	
22-32	Transient Merchant/Trucker	\$20.00	day	
22-32	Transient Merchant/Trucker	\$100.00	week	
22-32	Transient Merchant/Trucker	\$200.00	month	
22-32	Transient Merchant/Trucker	\$800.00	year	
82-259	Bicycle	\$5.00 3	three years	(5) Year License
38-28	Fireworks Permit	\$150.00	year	
82-229	Street Parking Privilege	\$12.00	month	
82-229	Street Parking Privilege	\$55.00	season	purchased in the first half of November
82-229	Street Parking Privilege	\$43.00	season	purchased in the first half of December
82-229	Street Parking Privilege	\$31.00	season	purchased in the first half of January
82-229	Street Parking Privilege	\$19.00	season	purchased in the first half of February
	Preliminary Breath Test	\$15.00	month	
Ambulance Fees				
	Interfacility-BLS Transport	\$1,200.00	each	\$ 1,350.00
	Interfacility-ALS Transport	\$1,300.00	each	\$ 1,450.00
	Interfacility-ALS2 Transport	\$1,400.00	each	\$ 1,550.00
	Interfacility-CC Transport	\$1,800.00	each	\$ 1,950.00
	Resident - BLS Emergency Transport	\$700.00	each	\$ 775.00
	Non-Resident - BLS Emergency Transport	\$1,050.00	each	\$ 1,300.00
	Resident - ALS Emergency Transport	\$925.00	each	\$ 1,000.00
	Non-Resident - ALS Emergency Transport	\$1,500.00	each	\$ 1,750.00
	Resident - ALS2 Emergency Level base Rate	\$1,200.00	each	\$ 1,275.00
	Non-Resident - ALS2 Emergency Level base Rate	\$1,600.00	each	\$ 1,750.00
	Paramedic Intercept	\$500.00	each	
	No Transport	\$125.00	each	
	Mileage	\$25.00	loaded mile	\$ 26.00
	Supplies	Actual Cost + 15%		
	BLS Defibrillation Supplies	\$68.00		\$ 72.00
	ALS Defibrillation Supplies	\$110.00		\$ 116.00
	IV Supplies	\$63.00		\$ 67.00
	IV Procedure	\$115.00	each	\$ 121.00
	Intubation Supplies	\$145.00		\$ 153.00
	Oxygen	\$88.00		\$ 93.00
	Accucheck	\$36.00		\$ 38.00
	12 Lead EKG	\$94.00		\$ 99.00
	Three Lead Rhythm Strip	\$88.00		\$ 93.00

Protective Services Fees

Section	Type of Fee	Fee/Charge	Units/Duration	Comments
Ambulance Fees (Cont'd)				
	Vent Procedure and Supplies	\$220.00		\$ 231.00
	Vehicular Accident/Fire Call	\$625.00		
Automatic Sprinkler Fees				
38-39	1-10 sprinklers	\$25.00		
38-39	11-20 sprinklers	\$50.00		
38-39	21-100 sprinklers	\$305.00		
38-39	101-200 sprinklers	\$425.00		
38-39	201-300 sprinklers	\$485.00		
38-39	301-500 sprinklers	\$725.00		
38-39	over 500 sprinklers	\$725.00 + \$.80 per sprinkler over 500	each	
38-39	Dry pipe and double interlock system(s) air test of 24 hours	\$165.00	each	
38-39	Re-Test of System	\$85.00	hour	
Notes:	A. Sprinkler fees include initial plan review and site visit if needed. The fees also include hydrostatic test and/or flow and acceptance test. engineering plan review performed. If deemed necessary by the Department, fees will be assessed at cost plus the listed municipal			
Gas Suppression and Dry Chemical System Permit Fees				
38-39	1-50 Pounds of Suppression Agent	\$358.00	each	
38-39	51-100 Pounds of Suppression Agent	\$380.00	each	
38-39	101-200 Pounds of Suppression Agent	\$528.00	each	
38-39	201-300 Pounds of Suppression Agent	\$660.00	each	
38-39	301-400 Pounds of Suppression Agent	\$759.00	each	
38-39	401-500 Pounds of Suppression Agent	\$792.00	each	
38-39	501-750 Pounds of Suppression Agent	\$924.00	each	
38-39	751-1,000 Pounds of Suppression Agent	\$1,122.00	each	
38-39	Over 1,000 Pounds of Suppression Agent	\$1,122.00 + \$.55 per pound over 1,000	hood	
38-39	Restaurant wet chemical systems - 1 hood	\$380.00	hood	reviewed at same time for same building
38-39	Restaurant wet chemical systems - 2 or more hoods	\$380.00 + \$198 per hood over 1	each	reviewed at same time for same building
38-39	Restaurant mechanical hood and duct systems	\$380.00	hood	reviewed at same time for same building
38-39	Restaurant mechanical hood and duct systems	\$380.00 + \$198 per hood over 1	system/hood	reviewed at same time for same building
Fire Detection and Alarm System Fees				
38-39	1-10 Devices	\$354.00	each	
38-39	11-25 Devices	\$528.00	each	
38-39	26-50 Devices	\$690.00	each	
38-39	51-75 Devices	\$810.00	each	
38-39	76-100 Devices	\$960.00	each	
38-39	101-125 Devices	\$1,309.00	each	
38-39	Over 125 Devices	\$1,309.00 + \$3.00 per device over 125	each	

Protective Services Fees

<u>Section</u>	<u>Type of Fee</u>	<u>Fee/Charge</u>	<u>Units/Duration</u>	<u>Comments</u>
Other Fees				
	Fireworks Stand Inspection	\$50.00	each	
	Tent Inspection (<2500 square feet)	\$35.00	each	
	Tent Inspection (>2500 square feet)	\$50.00	each	
38-39	Standpipe Systems Plan Review, Test, and Inspection	\$275.00	standpipe	
38-39	Failure to obtain permit before work commences	Triple fees	each	
Notes:	A. Standpipe systems that are part of a complete building sprinkler system are included in the sprinkler permit fee.			

Testing

- A. Tests must be scheduled a minimum of 48 hours in advance
- B. Tests shall be scheduled when the contractor can assure the required work has been completed. Tests scheduled before the work is complete will be charged a re-inspection fee.
- C. Tests must begin within 30 minutes after the arrival of the Fire Inspector.

Witness of Test Fees

- A. The fee to witness the following tests is included in the plan review fee.
 - 1. Fire protection water supply hydrostatic test.
 - 2. Sprinkler system hydrostatic test.
 - 3. Standpipe system hydrostatic test.
 - 4. Dry system hydrostatic test.
 - 5. Fire protection water supply hydrostatic test.
 - 6. Dry valve trip test.
 - 7. Deluge system trip test.
 - 8. Fire pump acceptance test.
 - 9. Carbon dioxide system.
 - 10. Dry chemical system.
 - 11. Foam system.
 - 12. Halogenated agents systems.
 - 13. Special agents systems.
 - 14. Standpipe system flow test.
 - 15. Sprinkler system flow test.
 - 16. Foam system flow test.
 - 17. Fire hydrant flow test.
 - 18. Fire alarm annunciator panel.
 - 19. Fire alarm pull stations.
 - 20. Smoke detector(s).
 - 21. Heat detector(s).
 - 22. Infrared detection.
 - 23. Ultraviolet detection.
 - 24. Automatic closing fire doors.
 - 25. Flush underground piping.

Utilities Fees

<u>Section</u>	<u>Type of Fee</u>	<u>Fee/Charge</u>	<u>Units/Duration</u>	<u>Comments</u>
Administrative Fees				
42-6	Well Operation	\$50.00	well/year	
86-74	Deposit for Meter and Valve	\$1,000 45	each	
86-92	Service Charge for Water Used in a Fire	\$20.00	hydrant used	
86-121	Violation of Water Rationing Ordinance	\$25.00	each	first offense
86-121	Violation of Water Rationing Ordinance	\$50.00	each	second offense
86-121	Violation of Water Rationing Ordinance	\$100.00	each	third offense
86-121	Violation of Water Rationing Ordinance	\$200.00	each	more than three offenses
86-282	Holding Tank Wastewater Disposal Permit	\$100.00	hauler	
	Private Fire Hydrant Maintenance Fee	\$30.00	inspection	

Inspections/Zoning Department Fees

Section	Type of Fee	Fee/Charge	Units/Duration	Comments
Board of Building & Zoning Appeals				
100-811	Variances/Unspecified Use Permits	\$450.00	appeal	
Plan Commission Review Fees				
100-859	Change of Zoning	\$300.00	submittal	
45-16	Certified Survey Map - 2 lots/lot line adjustment	\$150.00	submittal	
45-16	Certified Survey Map - 3 lots or more	\$250.00 + \$16.00/lot	submittal	
45-16	Preliminary Plat Review	\$250.00 + \$16.00/lot	submittal	
45-16	Final Plat Review	\$250.00 + \$11.00/lot	submittal	
45-16	Conceptual Land Division	\$200.00 + \$11.00/lot	submittal	
45-16	Site Plan/Plan of Operation - Conceptual	\$200.00 + \$.02/sq.ft. of bldg floor area	submittal	
45-16	Site Plan/Plan of Operation - Minor	\$135.00 + \$.02/sq.ft. of bldg floor area	submittal	new bldg/addn < 600 sq. ft.
45-16	Site Plan/Plan of Operation	\$250.00 + \$.02/sq.ft. of bldg floor area	submittal	\$500 Flat Fee
45-16	Planned Unit Development (PUD)	\$185.00 plus \$25.00/unit	submittal	
45-16	Resubmittal	\$200.00	submittal	
45-16	Extraterritorial Review	\$200.00	submittal	
45-16	Annexation Review - up to 10 acres	\$200.00	submittal	
45-16	Annexation Review - 10.01 acres or more	\$200.00 + \$20.00/10 acres	submittal	roundup with fraction of acre
45-16	Attachment Review - up to 10 acres	\$300.00	submittal	
45-16	Attachment Review - 10.01 acres or more	\$300.00 + \$20.00/10 acres	submittal	roundup with fraction of acre
45-16	Comprehensive Master Plan Amendment review	\$300.00	submittal	
45-16	Development-related agreements review	\$150.00	submittal	per agreement
45-16	Historic Preservation review	\$20.00	submittal	
100-811	Conditional Use Permits	\$450.00	submittal	
100-811	Conditional Use Permit - Home Occupations	\$200.00	submittal	
100-811	Conditional Use Permit - Professional Home Offices	\$250.00	submittal	
64-34	Special Exception for Signage	\$450.00	submittal	
Property Record Maintenance Fee (paid with the building permit)				
18-27	New Residential Dwelling	\$200.00	each	
18-27	New Commercial Building - up to 10,000 sq. ft.	\$300.00	each	
18-27	Commercial/Industrial Building - over 10,000 sq. ft.	\$400.00	each	
18-27	Structural Addition - Residential	\$80.00	each	
18-27	Structural Addition - Commercial	\$100.00	each	
18-27	Accessory Structures - Residential	\$30.00	each	
18-27	Accessory Structures - Commercial	\$50.00	each	
18-27	Swimming Pool/Interior Upgrade/Demolition	\$15.00	each	

Inspections/Zoning Department Fees

Section	Type of Fee	Fee/Charge	Units/Duration	Comments
Residential Garbage Fee for New Construction (paid with the building permit)				
66-30	January	\$132.00	each	
66-30	February	\$121.00	each	
66-30	March	\$110.00	each	
66-30	April	\$99.00	each	
66-30	May	\$88.00	each	
66-30	June	\$77.00	each	
66-30	July	\$66.00	each	
66-30	August	\$55.00	each	
66-30	September	\$44.00	each	
66-30	October	\$33.00	each	
66-30	November	\$22.00	each	
66-30	December	\$11.00	each	
Residential Recycle Fee (paid with the utility bill)				
	Residential Recycling Fee	\$21.42	quarter/unit	
Satellite Dishes				
	Plan Review	\$50.00	each	
	Permit Fee	\$60.00	each	Residential
	Permit Fee	\$100.00	each	Commercial
Sign Permits				
	Plan Review - up to 50 sq. ft.	\$50.00	each	
	Plan Review - 50.01-100 sq. ft.	\$100.00	each	
	Plan Review - 100.01 sq. ft. or more	\$200.00	each	
	Zoning Review	\$50.00	each	
	Permit Fee	\$3.00	sq. ft.	
	Minimum Permit Fee	\$50.00	each	
	Wall Sign	\$60.00	each	on same raceway or panel box
	Ground/Roof/Projecting Signs	\$90.00	each	
Zoning Review				
	Principal Structure - 1 and 2-family Residential	\$250.00	each	
	Principal Structure - Multi-family	\$250 + \$10 per unit	each	maximum fee of \$750
	Accessory Structures - up to 150 sq. ft.	\$30.00	each	
	Accessory Structures - 150.01 sq. ft. or more	\$60.00	each	

Backyard Chicken Permit

Annual Permit

Initial/Annual

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Inspections/Zoning Department Fees

<u>Section</u>	<u>Type of Fee</u>	<u>Fee/Charge</u>	<u>Units/Duration</u>	<u>Comments</u>
Zoning Review (Cont'd)				
Public Right-of-Way Permit Fees				
74-5	Lateral to building without passing under pavement	\$25.00	lateral	
74-5	Lateral to building boring under the road surface	\$50.00	lateral	
74-5	Boring utility under pavement in right of way	\$50.00	bore	50 foot right of way or less
74-5	Boring utility under pavement in right of way	\$60.00	bore	60 foot right of way
74-5	Boring utility under pavement in right of way	\$66.00	bore	66 foot right of way
74-5	Boring utility under pavement in right of way	\$80.00	bore	80 foot right of way
74-5	Boring utility under pavement in right of way	\$100.00	bore	100 foot right of way
74-5	Boring utility under pavement in right of way	\$120.00	bore	120 foot right of way
74-5	Boring utility under pavement in right of way	\$.75/additional foot over 120 feet	bore	Greater than 120 feet
74-5	Boring utility in right of way not under pavement	\$0.25	foot	Minumum fee of \$60
74-5	Adding utility to existing utility poles	\$0.20	foot	Minumum fee of \$60
74-5	Open Cutting the road surface	\$100.00	cut	
74-5	Residential (1 and 2-family) driveway approach	\$60.00	each	10 to 24 feet in width
74-5	Multi-family and Non-residential driveway approach	\$100.00	each	
74-5	Sidewalk removal and replace	\$25.00	sidewalk sq.	Minumum fee of \$60
	A) Sidewalk squares are a complete removal of the square.			
	B) Driveway approaches are a complete removal of concrete to the cut joints, no trench cuts in concrete or asphalt driveway approaches.			
	C) Inspection by the Village required before reinstalling the concrete.			
74-5	Curb repair or replacement	\$2.00	foot	Minumum fee of \$60
74-5	Other work	Fees determined by Supervisor of Inspections or DPW Supervisor		
74-5	New Utility Pole	\$25.00	each	Replacement of existing pole is exempt
74-5	Monitoring well	\$25.00	each	
	Obstruction in the Road Right-of-Way	\$25.00	each	

NOTES: 1) For each event that is performed in the right of way, there will be a charge and the total will be the permit fee.
 2) Any work in the public right of way, fees are determined by the Supervisor of Inspections or the Public Works Superintendent.

Building Inspection

<u>Section</u>	<u>Type of Fee</u>	<u>Fee/Charge</u>	<u>Units/Duration</u>	<u>Comments</u>
Building Fees				
A	Minimum permit fee for all permits	\$60.00		
B	Residence - one & two family and attached garages	\$0.37	sq. ft.	
	Service fee for extension of time (12 months) if the permit is not expired:			
	50% of the building permit fee			
	50% of the erosion control fee			
	50% of all other permits outstanding			
C	Residential three family or more apartments, condo's, row housing, multiple family dwellings, institutional	\$0.37	sq. ft.	
D	Residential additions	\$0.37	sq. ft.	or fraction thereof
E	Residential remodeling	\$12.50	per \$1,000	of value
F	Local business, office buildings or addition thereto	\$0.37	sq. ft.	or fraction thereof
G	Local business, office buildings interior remodeling	\$12.50	per \$1,000	of value
	OR	\$0.35	sq. ft.	
H	Manufacturing or industrial (office area under F)	\$0.30	sq. ft.	or fraction thereof
I	Agriculture buildings, detached garages & accessory structures	\$0.30	sq. ft.	or fraction thereof
J	Deck	\$120.00	per deck	
K	All other buildings, structures, alterations, and repairs where square footage cannot be calculated	\$12.50	per \$1,000	of value
L	Permit to start construction of footings and foundations	\$210.00	each	1 & 2 family
		\$280.00	each	multi-family, industrial, commercial
M	Special Inspections and reports	\$175.00		including reports for no permits on jobs started
N	Wisconsin Uniform Building Permit Seals	\$65.00	per seal	
O	Heating, incinerator units, wood burning appliances, gas fireplaces and energy recovery ventilators	\$53/50	per unit	up to and including 150,000 input BTU units. Additional fee of \$18/17 each 50,000 BTU or fraction \$850/800 maximum per unit
P	Commercial/industrial exhaust hoods & exhaust systems			See heating permit (\$165.00)
Q	Heating & air conditioning distribution systems			See heating permit (\$0.05/sq ft., \$60.00 minimum)
R	Air conditioning (\$60.00 per unit up to 3 ton or 36,000 BTU's add \$18/17 each ton or fraction of a ton)			See heating permit
S	Wrecking, razing and interior demolition fees (Maybe waived at discretion of Building Inspector)	\$85/80	minimum	plus \$0.12/0.10/sq ft. with maximum fee of \$850/800 per building
	Administrative Fee for Bldg, Elec, Plbg & HVAC Permits	\$5.00	each	

Building Inspection

<u>Section</u>	<u>Type of Fee</u>	<u>Fee/Charge</u>	<u>Units/Duration</u>	<u>Comments</u>
T	Moving building over public road ways	`230/215		plus \$0.12/0.10/sq ft
U	Re-inspection fee	\$ 120 / 60	per inspection	
Plan Examination				
	One & two family dwellings	`250/235		
	Alterations to one & two family dwellings			
	Project under \$3,500	`55/30		
	Project over \$3,500	`85/55		
	Additions to one & two family dwellings	`150/100		
	Swimming pools	`55/35		
	Deck	`120/60		
	Accessory buildings greater than 150 sq ft	\$120/ 60		
	Apartments: three family dwellings, row housing, multi-family buildings	`300/285		plus `27/25 per unit
	Commercial & industrial additions	`300/275		
	Commercial & industrial interior alterations			
	Alerations under \$5,000	`125/100		
	Alterations under \$10,000	`185/160		
	Alterations over \$10,000	`300/275		
Occupancy fees				
	Residential	\$100.00		
	per dwelling unit or additon, alteration or accessory building over 150 sq. ft. (minimum)			
	Commercial or Industrial	\$300.00		plus \$.04 sq/ ft
	Change of Occupancy/Tenant	\$195.00		
	Temporary occupancy permits (6 months or less)	\$80.00		
	Occupancy taken before final inspection	\$200.00		
	Medical, Schools, Churches			
	New building or additions	\$250.00		plus \$.06 sq. ft. (maximum \$1,500)
	Change of Occupancy/Tenant	\$200.00		plus \$.02 sq. ft.

Building Inspection

<u>Section</u>	<u>Type of Fee</u>	<u>Fee/Charge</u>	<u>Units/Duration</u>	<u>Comments</u>
Swimming Pools				
	In ground or above ground	\$60.00		minimum fee
Miscellaneous fees				
				\$60.00 or \$12.50 per \$1,000 of valuation
	Shed			
	Fencing			
Erosion Control				
	One and two family lots	\$175.00	per lot	
	Multi-family development, industrial lots			
	commercial lots and institutional lots	\$205.00	per building	plus \$5/1,000 sq. ft. of distrubed lot with a maximum of 2,250
	Other	\$60.00	minimum	
Re-roofing, residing, fascia/gutters, stripping roof or siding				
	Residential	\$60.00	each	
	Commercial or Industrial	\$12.50	per \$1,000	of value with a max \$280
	Failure to call for required inspection(s)	\$100.00	per inspection	
	Second offense	Triple Fee		
	Subsequent offense	Triple Fee		
	Failure to obtain permit before work commences	Triple Fee		
	Subsequent offense	Triple Fee		
	Work not ready at time of scheduled inspection	\$100.00		
	Application not filled out correctly and returned	\$25.00		
	Administrative fee	\$5.00		

HVAC Permits

HEATING/VENTILATION/AIR CONDITIONING FEES

New Buildings

Square footage of each floor level:

Basement Level		square feet
Lower Level		square feet
First Floor		square feet
Second Floor		square feet
Additional Area		square feet
TOTAL SQUARE FOOTAGE:		square feet

TOTAL SQUARE FOOTAGE: _____ x \$.05 = _____

New Air Conditioning

1. Units up to 3 tons or 36,000 BTU (each unit).....	\$50.00	
2. Each additional ton or fraction thereof (each unit).....	\$17.00	
3. Maximum per unit cost.....	\$750.00	

New Ventilation

1. Bathroom and kitchen ventilation system.....	\$20.00	
2. Commercial/industrial exhaust hoods, or systems.....	\$160.00	
3. Commercial intake systems.....	\$60.00	

Replacement of Heating and/or Air Conditioning

1. Replacement of heating unit up to 150,000 BTU (each unit).....	\$50.00	
2. Each additional 50,000 BTU or fraction thereof (each unit).....	\$17.00	
3. Replacement air conditioning unit up to 3 tons or 36,000 BTU (each unit).....	\$50.00	
4. Each additional ton or fraction thereof (each unit).....	\$16.50	

Alterations to Duct Work

1. Adding additional register(s) with duct work or removing duct work.....	\$5.00	
2. Adding, moving, removing trunk lines.....	\$10.00	

OTHER FEES

Administration Fee (REQUIRED FOR ALL PERMITS).....

Application filled out incorrectly and returned.....

Minimum permit fee/re-inspection fee.....

Plan Review.....

Special site inspections/written reports for work without a permit, failure to arrange/set up inspections for equipment

Work started before permit issued.....

Occupancy before final inspection passed.....

Fee

\$5.00

\$25.00

\$60.00

\$50.00

\$150.00 Minimum

DOUBLE FEES

\$200.00

ELECTRICAL SERVICE FEES		Service Size: _____ amps	Voltage _____	Number of Meters: _____
First 100 amps of service	Fee		Temp Service (<=200 amps)	Fee
Each additional 100 amps or fraction	\$35.00		Each sub-feeder #8 or larger	\$50.00
	\$15.00			\$25.00

REPLACEMENT, MODIFICATIONS, AND MISC. ITEMS			
	Fee	Quantity	Totals
Incandescent Fixtures, Switches, Receptacles, Data/Phone, CATV devices, etc.	\$1.00		
HID fixtures (mercury vapor, sodium, metal halide, etc.) (Circle One)	\$5.00		
Emergency Light Fixtures, Exit Light Fixtures, Fire/Smoke/CO2 Alarms	\$1.00		
Ranges, Oven, Clothes Dryer, Dishwasher, Disposal, Water Heater, Trash Compactor, Furnace	\$10.00		
Electric Space Heating and Baseboard Systems (per zone control)	\$10.00		
Strip Lighting, Track Lighting, Plug-in Strip	\$1.00/foot		
Paddle Fans, Dimmer/Timer, Exhaust Fans, Hood Fans	\$5.00		
Fluorescent Lighting Fixtures, Ballast / Relamping	\$3.00/fixture		
Swimming Pools, Above Ground, Hot tub/Spa (Circle One)	\$60.00		
Swimming Pools, In-Ground	\$120.00		
Parking Lot Lights, Tanning Units, Mound Septic System, Holding Tank	\$20.00		
Residential Post Light	\$10.00		
Wireway, Busway, Under Floor Raceway, Auxiliary Gutters, Cable Tray	\$1.00/foot		
Transformers, Generators, Transfer Switches, Capacitors, Welders, Convertors, similar devices	\$.60/kw (\$350.00 Max)		
Medical Equipment, CAT Scan, MRI Machine, X-Ray Machine, etc	\$35.00		
Fuel Dispensers for Gasoline, Oil, or similar units	\$35.00/unit		
Residential Air Conditioning	\$30.00		
Commercial Combination Heating, A/C, Ventilation Units	\$60.00		
Walk-in Coolers, Freezers, Chillers (each compressor), Motion Picture Machine	\$30.00		
Motors Over 1/4th Horsepower .60 per HP or fraction	\$10.00 minimum		
Neon - Wall Mount Signs	\$30.00		
Ground Mounted Signs	\$35.00		
Temporary Wiring Construction, Festivals, Fire, etc.	\$35.00		
Power Receptacles, Outlets over 150 Volts	\$10.00		
To change, alter, repair or correct an electrical installation where none of the above apply -- (specify below)	\$50.00		

OTHER FEES			
	Fee	Quantity	Totals
Administration Fee for all permits	\$5.00		\$5.00
Minimum permit fee/re-inspection fee	\$60.00		
Application filled out incorrectly and returned	\$25.00		
Work started before permit issued	Triple Fees		
Plan Review	\$50.00/hour		

Permits Information/Requirements

Permits expire one year after date of issuance

A final inspection is required for all Electrical equipment installed. **The applicant is required to arrange for all inspection appointments.** For inspections, call (262) 363-6419. 24 hours minimum notice is required for inspections. Special inspections after business hours are \$150.00 per hour, minimum of 3 hours. Written reports for work done without a permit and/or failure to arrange and set up inspections of equipment installed is \$150.00 minimum. **For permit to be returned, please attach a self-addressed stamped envelope. No refund or credit on permits.**

Plumbing Permits

WATER FEES							
	Each	Count	Fee		Each	Count	Fee
1. Backflow preventor (<=1")	\$10.00	_____	_____	20. Shower stall	\$10.00	_____	_____
2. Backflow preventor (>1")	\$100.00	_____	_____	21. Sinks/wash basins/eyewash	\$10.00	_____	_____
3. Basement Floor Drain	\$10.00	_____	_____	22. Site drain	\$10.00	_____	_____
4. Bath tub	\$10.00	_____	_____	23. Soda fountain/dispenser	\$10.00	_____	_____
5. Bar sink	\$10.00	_____	_____	24. Sump pump	\$10.00	_____	_____
6. Bidet	\$10.00	_____	_____	25. Urinal	\$10.00	_____	_____
7. Drinking fountain	\$10.00	_____	_____	26. Vacuum breaker (<=1")	\$10.00	_____	_____
8. Dishwasher	\$10.00	_____	_____	27. Vacuum breaker (>1")	\$100.00	_____	_____
9. Fire Dept. connection	\$20.00	_____	_____	28. Vacuum relief valve	\$100.00	_____	_____
10. Floor/mop/service sink	\$10.00	_____	_____	29. Wash fountain	\$10.00	_____	_____
11. Garbage disposal	\$10.00	_____	_____	30. Water connection	\$10.00	_____	_____
12. Hose bibb	\$10.00	_____	_____	31. Water closet	\$10.00	_____	_____
13. Hot tub/spa/whirlpool	\$10.00	_____	_____	32. Water filler	\$20.00	_____	_____
14. Hub drain	\$10.00	_____	_____	33. Water heater	\$20.00	_____	_____
15. Ice machine	\$10.00	_____	_____	34. Water service (1st 100')	\$60.00	_____	_____
16. Kitchen sink	\$10.00	_____	_____	35. Water service (after 100') (per foot)	\$0.35	_____ feet	_____
17. Laundry tray	\$10.00	_____	_____	36. Water softener/treatment device	\$20.00	_____	_____
18. Lawn sprinklers (per head)	\$1.00	_____	_____	37. Well abandonment	\$60.00	_____	_____
19. Replacement of water heater, filter, softener, or up to 3 existing fixtures (no minimum fee)	\$30.00	_____	_____				
SANITARY SEWER FEES							
	Each	Count	Fee		Each	Count	Fee
1. Acid sink or tank	\$20.00	_____	_____	9. Garage catch basin/floor drain	\$60.00	_____	_____
2. Air remittance valve (field test)	\$50.00	_____	_____	10. Grease trap/interceptor	\$75.00	_____	_____
3. Air remittance valve (office test)	\$10.00	_____	_____	11. Machine waste	\$60.00	_____	_____
4. Boiler drain	\$50.00	_____	_____	12. Manhole/catch basin	\$100.00	_____	_____
5. Building drain (1st 100')	\$60.00	_____	_____	13. Septic abandonment	\$60.00	_____	_____
6. Building drain (after 100') (per foot)	\$0.35	_____ feet	_____	14. Sewage ejector	\$40.00	_____	_____
7. Building sewer (1st 100')	\$60.00	_____	_____	15. Sewer lateral repair (per 100')	\$60.00	_____	_____
8. Building sewer (after 100') (per foot)	\$0.35	_____ feet	_____				
STORM SEWER FEES							
	Each	Count	Fee		Each	Count	Fee
1. Building storm drain (1st 100')	\$60.00	_____	_____	3. Storm sewer (1st 100')	\$60.00	_____	_____
2. Building storm drain (after 100') (per foot)	\$0.20	_____ feet	_____	4. Storm sewer (after 100') (per foot)	\$0.35	_____ feet	_____
				5. Roof connectors	\$10.00	_____	_____
OTHER FEES							
			Fee				Fee
Administration Fee(REQUIRED FOR ALL PERMITS)....			\$5.00	Road Cuts (per trench).....			\$100.00
Application filled out incorrectly and returned.....			\$25.00	Special inspection/written reports for work without a permit.....			\$150.00
Minimum permit fee/re-inspection fee.....			\$60.00	Street cleaning by the Village of Mukwonago (per hour).....			\$250.00
Plan Review.....			\$50.00	Work started before permit issued.....			DOUBLE FEES



Committee/Board:	Finance Committee
Topic:	Water Utility 3% Simplified Rate Increase.
From:	Dave Brown
Department:	Water Utility
Presenter:	Dave Brown
Date of Committee Action (if required):	10/7/2020
Date of Village Board Action (if required):	10/21/2020

Information

Subject:

Water Utility 3% Simplified Rate Increase.

Background Information/Rationale:

This was suggested by the PSC to look at annually and our Utility Accountants at Trilogy Consulting during our last rate increase in 2018. This will help keep us in line with inflation and help ease the pain of doing a large rate increase sooner than later. This was going to have been done earlier this year but could not be done until after our annual audit. Then with the Covid 19 situation that has fallen on all of this I decided that we should at least wait another quarter to see how things went.

Diana and I have talked along with Trilogy and all agree that it is definitely in the Utilities best interest to proceed at this time with the rate increase.

Key Issues for Consideration:

The Utility is scheduled for 2 major upgrades that will require a larger increase to repaint the North water tower and build the HMO plant at Well 4 to treat the Radium and Iron issues at both Wells 3 & 4. This will also take care of all of the Villages water supply demand needs for many years to come.

Fiscal Impact (If any):

Average residential user (44,000 gals/qtr) will see an increase of \$3.48 per quarter.

Requested Action by Committee/Board:

Make the recommendation to the Village board to authorize proceeding with 3% Simplified Rate Increase for the Water Utility.

Attachments

Trilogy Calculation Sheet for Simplified Rate Increase.

Impact of a Simplified Rate Increase of 3% on the Average Mukwonago Residential Customer

2019 Residential Water Sales (gallons)	113,864,000
2019 Residential Customers	2,588
2019 Sales per Residential Customer (gallons) (rounded)	44,000

Impact on Quarterly Bill for the Average Residential Customer:	Current Qtrly Rates	Current Ave. Residential Qtrly Bill	Qtrly Rates with 3% Increase	Ave. Residential Qtrly Bill with 3% Increase	Difference
Public Fire Protection (per 5/8" meter)	\$32.70	\$32.70	\$33.68	\$33.68	\$0.98
Service Charge (per 5/8" meter)	\$32.00	\$32.00	\$32.96	\$32.96	\$0.96
Volumetric Rate (per 1,000 gallons)	\$4.67	\$51.37	\$4.81	\$52.91	\$1.54
Total		\$116.07		\$119.55	\$3.48

Diana Dykstra

From: Daniel Adler
Sent: Wednesday, September 23, 2020 11:51 AM
To: Diana Dykstra
Subject: Halloween

Good Morning,

I would request that the Committee of the Whole readdress the Trick-or-Treating date and this be added to the agenda for our meeting scheduled for October 7th. We have had many residence request that the date be moved to October 31st, which is a Saturday. There are several neighborhoods within the Village already planning on having Trick-or-Treat on Saturday, October 31st regardless if the Village changes the date. It would be in the best interest to readdress the issue to ensure there is a uniform decision for the Village.

Thank you,

Daniel J Adler

AGENDA ITEM REQUEST FORM

Committee/Board:	Committee of the Whole
Topic:	Discussion and possible recommendation on an Architectural design contract with Anderson Ashton in the amount of \$17,300 for the outdoor performance stage.
From:	Ron Bittner
Department:	Public Works
Presenter:	Ron Bittner
Date of Committee Action (if required)	10/7/20
Date of Village Board Action (if required)	10/8/20

Information

Subject:

Discussion and possible recommendation on an Architectural design contract with Anderson Ashton in the amount of \$17,300 for the outdoor performance stage.

Background Information/Rationale:

The outdoor performance stage is a 2021 project on the capital plan. Designing the structure this year would allow for an early bid process in 2021. We requested design quote from Anderson Ashton and Lynch Associates with Anderson Ashton providing the lower quote.

Key Issues for Consideration:

Approval of the performance stage design contract with Anderson Ashton Inc.

Fiscal Impact (if any):

Anderson Ashton's quote is for \$17,370.

Requested Action by Committee/Board:

We are requesting a recommendation to the village board to approve the architectural design contract with Anderson Ashton Inc. for \$17,300

Attachments

[2020-09-24 Mukwonago Pavilion.pdf](#)
[B132-2019 - Final - Mukwonago Amphitheater](#)



September 24, 2020

Mr. John Weidl
Village of Mukwonago
440 River Crest Ct
Mukwonago, WI 53149
Ph: 262.363.6420

Re: Proposal for Professional Services
Mukwonago Outdoor Performance Stage

Dear Mr. Weidl:

Lynch & Associates – Engineering Services, LLC would like to thank you for the opportunity to work with you on the proposed performance stage located near the Village Hall.

At Lynch & Associates we deliver engineering and technical solutions that are responsive to our clients' needs in an innovative, cost effective, professional and quality manner. We accomplish this by relying on the foundation of our three pillars:

COMMUNITY. *We believe in the value of community and promote community outreach and community development and growth.*

FOCUSED. *We believe that superior results are achieved through focused processes that are continually evaluated, developed, and improved.*

CLIENT SERVICE. *We deliver what we promise to our team, our partners, and to our clients and seek to exceed their expectations.*

We satisfy our clients by exceeding their expectations. Open and honest communication between our teams, our partners, and our clients ensures continued action and clear expectations. We recognize action rather than rhetoric as the trust measure of commitment to our clients. We listen to our clients and respond with urgency to their feedback, suggestions, and concerns. Our team constantly and diligently advocates for our client's best interests and produces valuable projects that are on time and within budget.

Project Understanding and Scope

From our meeting we understand the project to involve a new outdoor performance center that will serve as a multi-use facility as well. The structure will be a polygon steel structure with the performance stage facing to the north and open multi-use space to the south. In the middle of the structure will be an enclosed space, approx. 400 to 600 square feet, that will act as storage and a preparation area for concerts and events with ticket booth options. The Village would like to incorporate a railway station theme into the structure to compliment the adjacent railway line. Based on our discussions we are assuming the foundation and structure will be designed by Polygon Structures. Additionally, we are providing two add alternate services for the project; Alternate 1 – Toilet Room, and Alternate 2 – HVAC for the enclosed space.

Lynch will provide professional services for the project based on the provided documents and our discussions. We have chosen to team with Partners in Design Architects to assist in meeting the Villages needs for the project. Lynch and Partners in Design propose the following scope of services:

Preliminary Design Phase

- **Base Drawings** - Create CAD backgrounds of the building from the information received from Poligon, and of the site plan from information receive from the Village.
- **Programing / Schematic Design** - We will work with the Village to finalize the program for the pavilion and review alternative schematic site plans and floor plans. We will work with the Village to refine the design to their satisfaction.
- **Coordination and Communication** – We will coordinate with the Village and will respond to any preliminary issues and concerns. We will prepare drawings and exhibits necessary to obtain approvals of the project. Our fees include attendance at one staff meeting and one public hearing.

Construction Document Phase

- **Construction Documents** - With your authorization to proceed, we will prepare complete civil, architectural and electrical design drawings for obtaining state plan approval, permits, bidding and construction. See below for alternates for toilet room plumbing and HVAC design for the enclosed area. It is assumed that fire protection is not required. We will submit plans to the State for review and will provide responses to any review comments related to our work. We will provide State approved drawings for others to submit for permit.
- **Contract Administration / Construction Observation** – During construction, we will visit the project one time to monitor the job's progress. We will inform you of any questions or concerns that we see during our visit. We will work with your construction manager to make sure that all aspects of the project are running smoothly. We will review shop drawings and submittals for conformance with the construction documents. Also included is a final walk through and punchlist.



Reimbursable Expenses

Expenses such as mileage, printing, shipping, or project related expenses are excluded from the design costs. Permit fees, submittal fees, and/or review fees shall be paid by the CLIENT. The CLIENT agrees to reimburse and review fees if Lynch chooses, at their own discretion, to pay review fees.
Cost: Passed through at our cost.

Additional Meetings and Site Visits – We will attend additional meetings or perform additional site visits at your request. Lynch and Associates will charge for additional visits on an hourly basis and Partners in Design will charge \$600 per visit.

Professional Fees Table

Preliminary Design Phase	\$14,200
Construction Document Phase	\$32,000
Alternate 1 – Toilet Room	\$ 8,000
Alternate 2 – HVAC	\$ 3,500
Reimbursable Allowance	\$ 3,000

Assumptions and Conditions

The estimated scope and fees for the professional services is based on the following set of assumptions and conditions. If requested by the CLIENT, additional services can be performed on an hourly, time-and-expense basis.

- A. Additional or extended services beyond those specifically described in the Scope of Services are not included.
- B. After work has commenced, any revisions requested by the CLIENT, others or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.
- C. Issues related to property boundaries and/or land owner disputes is not included in the Scope of Services.
- D. Excluded from the scope of services are; Survey, Structural engineering, MP/FP design and drawings (see alternates), Site lighting, Detailed furniture/equipment drawings, Record drawings

If you accept, please sign this proposal and return an original to us. Upon receipt of the signed document we will be able to proceed with your project in a timely manner. The agreement may be modified only in writing, and signed by each of the parties hereto. This project will be billed approximately every four (4) weeks, reflecting the status of each specific task or portion of the project.

Thank you for the opportunity to provide you with this proposal and we look forward to a very successful project. If you have any questions, please do not hesitate to contact me.

Sincerely,

LYNCH & ASSOCIATES –
ENGINEERING CONSULTANTS, LLC



Timothy C. Lynch, P.E.
Principal

AGREED AND ACCEPTED BY:

Signature: _____

Name
& Title: _____

Date: _____

Encl. -PSA

PROFESSIONAL SERVICES AGREEMENT

1. **SCOPE OF WORK:** Lynch & Associates - Engineering Consultants, LLC. (LYNCH) shall perform services in accordance with the "Agreement" made with the "CLIENT". The Agreement consists of LYNCH's proposal, fee schedule, and this Professional Services Agreement. The "CLIENT" is defined as the person or entity requesting and/or authorizing the work, and in doing so, CLIENT represents and warrants that he is duly authorized this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the CLIENT. The acceptance of LYNCH's proposal signifies the acceptance of the terms of this Agreement. The fees for services rendered will be billed in accordance with the Standard Fee Schedule: unit rates for services not covered in the fee schedule or elsewhere in the Agreement can be provided. The standard prices proposed for the work are predicted upon the CLIENT's acceptance of the conditions and allocation of risk and obligations described in the Agreement. The CLIENT shall impart the terms of this Agreement to any third party with whom CLIENT releases any part of LYNCH's work. LYNCH shall have no obligations to any party other than those expressed in this Agreement.
2. **PERFORMANCE:** The standard of care for all professional engineering and related services performed or furnished by LYNCH under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. LYNCH makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. LYNCH shall not be liable for any claim, damage, cost or expense (including attorney fees) or other liability or loss not directly and/or solely caused by the negligent acts, errors or omissions of LYNCH. LYNCH's liability hereunder shall not exceed the aggregate of all fees paid to LYNCH by CLIENT on the Project.
3. **SUBCONTRACTORS:** Should the unexpected need arise, and only after receiving CLIENT approval, LYNCH may engage subcontractors on behalf of CLIENT to perform any portions of the services to be provided by LYNCH hereunder. LYNCH shall contract independently with any subcontractor used, or shall request CLIENT to subcontract directly. CLIENT agrees that LYNCH shall not be responsible for, or in any manner guarantee, the performance of such subcontractors, nor shall LYNCH be liable for any negligent acts, errors or omissions of any such subcontractor.
4. **CONFIDENTIALITY:** LYNCH shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement and identified in writing by the CLIENT as "confidential". LYNCH shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation, for compliance with professional standards of conduct for public safety, health, and welfare concerns, or for protection of LYNCH against claims or liabilities arising from performance of its services.
5. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days prior written notice. In the event of termination, LYNCH shall be paid up to the effective date of termination for all services rendered by LYNCH, their SUBCONTRACTORS, and costs. All drawings or other documents prepared by LYNCH shall not be released to the CLIENT or others until all monies owed to LYNCH by CLIENT (whether or not such monies have become due and payable) have been paid.
6. **PAYMENT TERMS:** Lynch shall bill for services rendered and reimbursable costs incurred on a four (4) week rotational basis. Each invoice shall be due and payable within fifteen (15) days of the presentation of the invoice. Invoices over thirty (30) days past due will incur a service charge of 1.5% of the unpaid balance, equal to 18% per year. LYNCH shall suspend services if unpaid invoices extend 30 days past the date of presentation of the invoice. Service will be resumed when invoices are within 30 days aging.
7. **ADDITIONAL SERVICES; ENTIRE AGREEMENT:** This Agreement contains the entire understanding and Agreement between LYNCH and CLIENT relating to the PROJECT. Additional services, change orders, addenda or modification to this Agreement, or the services set forth in this Agreement, shall only be authorized by a subsequent written Agreement entered into between LYNCH and CLIENT.
8. **ARBITRATION:** Any dispute arising pursuant to any contract to which these terms and conditions apply shall be submitted to arbitration in accordance with the rules of the American Arbitration Association, the award of the arbitrator to be final in the parties. Judgment upon any award rendered may be entered in any court having jurisdiction.
9. **INSURANCE:** Upon written request, LYNCH will furnish CLIENT a written description of insurance coverage then being maintained by LYNCH that may be related to LYNCH's performance of services hereunder. No oral representations regarding insurance shall be binding upon LYNCH.
10. **COST ESTIMATES:** Any estimates or equipment, construction, or operation costs will be made on the basis of LYNCH's experience; however, LYNCH does not warrant the accuracy of such estimates as compared to contractor's bids or actual costs incurred.
11. **LIMITATION OF LIABILITY:** The CLIENT agrees to limit LYNCH's liability to the CLIENT and all parties claiming through the CLIENT or otherwise claiming reliance on LYNCH's services, allegedly arising from LYNCH's professional acts or errors and omissions, to a sum not to exceed LYNCH's fees for the services performed on the project, provided that such claims are not attributable to LYNCH's gross negligence or intentional misconduct. In this latter event, the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall LYNCH or any other party to this Agreement including parties which may have or claim to have a direct or indirect reliance on LYNCH's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause from LYNCH's actions or in-actions.
12. **INSURANCE AND INDEMNITY:** LYNCH represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that LYNCH's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the CLIENT upon written request. LYNCH shall not be held responsible for any loss, damage, or liability beyond the insurance limits and conditions. LYNCH agrees to indemnify the CLIENT from and save CLIENT harmless against any loss, damage, or liability stemming from acts of gross negligence by LYNCH except expressly set forth in the LIMITS OF LIABILITY and INSURANCE AND INDEMNITY. The CLIENT agrees to hold LYNCH, its officers, director, agents and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss related to this PROJECT or the CLIENT.
13. **SITE SECURITY AND ACCESS:** CLIENT is solely responsible for all aspects of site security. The CLIENT will provide for the right-of-access to the work site. In the event the work site is not owned by the CLIENT, CLIENT represents to LYNCH that all necessary permissions for LYNCH to enter the site and conduct the work have been obtained. While LYNCH shall exercise reasonable care to minimize damage to the property, the CLIENT understands that some damage may occur during the normal course of work and that LYNCH has not included in its fee the cost of restoration of damage, and that CLIENT will pay for such restoration cost.
14. **UTILITIES:** In the performance of its work, LYNCH will take all reasonable precautions to avoid damage to underground structures or utilities and will rely on utility locator services to correctly identify their buried services lines, and on plans, drawings or sketches made available and provided by the CLIENT. The CLIENT agrees to hold LYNCH harmless and indemnify LYNCH from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by LYNCH for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to LYNCH or otherwise disclosed by the CLIENT or utility locator services. LYNCH will be responsible for ordering the utility locator service only if expressly set forth in the scope of the proposal.
15. **REUSE OF DOCUMENTS:** All documents furnished by LYNCH pursuant to this Agreement are instruments of LYNCH's services in respect of this PROJECT, but shall at all times remain the exclusive property of LYNCH, regardless whether LYNCH chooses, at its option, to leave the original or a copy of any such materials in the possession of CLIENT or whether CLIENT retains copies or counterparts of the documents as may be required by law. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the PROJECT by CLIENT and others or LYNCH's additional design services for the PROJECT or extensions thereof.
16. **FEDERAL RIGHT-TO-KNOW COMPLIANCE:** In compliance with the Federal Hazard Communication Standard, CLIENT shall provide LYNCH with a list of hazardous chemicals in the work place which employees may be exposed to while performing this Contract. In addition, the CLIENT shall provide a listing of protective measures in case exposure occurs.
17. **WAIVER:** No waiver, discharge, or renunciation of any claim or right to LYNCH arising out of breach of the Agreement by CLIENT shall be effective unless in writing signed by LYNCH and supported by separate consideration.
18. **GOVERNING LAW:** This Agreement and the legal relations between the parties hereto, shall be governed and construed in accordance with the laws of the State of Wisconsin.
19. **RIGHT TO PHOTOGRAPH WORK:** CLIENT shall permit LYNCH or person(s) employed or engaged by LYNCH, without compensation or consideration to CLIENT or owner, to take photographs at the project site of both completed work and work in progress and tell the CLIENT's project story, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by LYNCH. CLIENT agrees that they have the right to grant Lynch these rights and shall defend and hold harmless LYNCH from the use of said photographs and narratives. All photographs and stories shall be the property of Lynch.



AIA[®] Document B132[™] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the 2 day of October in the year 2020
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Village of Mukwonago
440 River Crest Ct
Mukwonago, WI 53149
(262) 363-6447

and the Architect:
(Name, legal status, address, and other information)

Anderson Ashton Inc.
2746 South 166th St
New Berlin, WI 53151
(262) 786-4640

for the following Project:
(Name, location, and detailed description)

Mukwonago Amphitheater
Indianhead Park 850 Main St, Mukwonago, WI 53149
Construct new band shell at Indianhead Park in Mukwonago, WI

The Construction Manager:
(Name, legal status, address, and other information)

Anderson Ashton Inc
2746 S 166th Street
New Berlin, WI 53151
(262) 786-4640

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Oct. 28, 2020

.2 Construction commencement date:

Init.

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User Notes:

(1901676341)

Dec. 4th, 2020

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.) Competitive bidding as per Wis Stat Sec 62.15

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Ron Bittner
440 River Crest Ct
Mukwonago, WI 53149
Telephone: (262) 363-6447
Fax: (262) 363-7197 rbittner@villageofmukwonago.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

.2 Land Surveyor:

.3 Geotechnical Engineer:

.4 Civil Engineer:

.5 Other consultants and Contractors:
(List any other consultants and Contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Steven Wagner
2746 S 166th Street
New Berlin, WI 53151
Phone: 262-786-4640
swagner@andersonashton.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Spire Engineering Inc.
305 N Plankinton Ave, Suite 101
Milwaukee, WI 53203
414-278-9200
Brian Rinke PE,SE

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits and terms of coverage as set forth in the Village of Mukwonago insurance requirements attached as Exhibit ____-..

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits and terms of coverage as set forth in the Village of Mukwonago insurance requirements attached as Exhibit ____, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits and terms of coverage as set forth in the Village of Mukwonago insurance requirements attached as Exhibit ____

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits and terms of coverage as set forth in the Village of Mukwonago insurance requirements attached as Exhibit ..

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Such coverage shall be evidenced by a policy endorsement in form acceptable to the Owner.

§ 2.6.8 The Architect shall provide certificates of insurance and policy endorsement(s) to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project in accordance with the Wisconsin public bidding law by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;
- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously

reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

- .2** Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests

for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
§ 4.1.1.1 Assistance with selection of Construction Manager	
§ 4.1.1.2 Programming	
§ 4.1.1.3 Multiple preliminary designs	
§ 4.1.1.4 Measured drawings	
§ 4.1.1.5 Existing facilities surveys	
§ 4.1.1.6 Site evaluation and planning	
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	
§ 4.1.1.9 Civil engineering	
§ 4.1.1.10 Landscape design	
§ 4.1.1.11 Architectural interior design	
§ 4.1.1.12 Value analysis	
§ 4.1.1.13 Cost estimating	
§ 4.1.1.14 On-site project representation	
§ 4.1.1.15 Conformed documents for construction	
§ 4.1.1.16 As-designed record drawings	
§ 4.1.1.17 As-constructed record drawings	
§ 4.1.1.18 Post-occupancy evaluation	
§ 4.1.1.19 Facility support services	
§ 4.1.1.20 Tenant-related services	
§ 4.1.1.21 Architect's coordination of the Owner's consultants	
§ 4.1.1.22 Telecommunications/data design	
§ 4.1.1.23 Security evaluation and planning	
§ 4.1.1.24 Commissioning	
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26 Historic preservation	
§ 4.1.1.27 Furniture, furnishings, and equipment design	
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 () visits to the site by the Architect during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. Nothing contained within this agreement is intended to be a waiver or estoppel of the Owner or its insurer's ability to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Owner or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement; however the parties will mutually agree upon the arbitrator to be used in this mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. However said costs shall not include lost profits.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing the Owner is a Wisconsin municipal corporation and therefore subject to the terms of the Wisconsin public records law. As a result the confidentiality provisions of this Agreement are subject to the Owner's responsibilities under the WI public records law.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$17,370.00
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(For Structural Engineering services, \$5,000)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Procurement Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Seventeen Hundred and Thirty Dollars and no cents (\$ 1,730.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Two % 2

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this Agreement.)
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 - ☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)
 - ☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

Ron Bittner Public Works Director
(Printed name and title)

ARCHITECT *(Signature)*

Steven L Wagner. Architect
(Printed name, title, and license number, if applicable)

Additions and Deletions Report for

AIA[®] Document B132™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:06:53 ET on 10/02/2020.

PAGE 1

AGREEMENT made as of the 2 day of October in the year 2020

...

Village of Mukwonago
440 River Crest Ct
Mukwonago, WI 53149
(262) 363-6447

...

Anderson Ashton Inc.
2746 South 166th St
New Berlin, WI 53151
(262) 786-4640

...

Mukwonago Amphitheater
Indianhead Park 850 Main St, Mukwonago, WI 53149
Construct new band shell at Indianhead Park in Mukwonago, WI

...

Anderson Ashton Inc
2746 S 166th Street
New Berlin, WI 53151
(262) 786-4640

PAGE 2

Oct. 28, 2020

PAGE 3

Dec. 4th, 2020

...

(Identify method such as competitive bid or negotiated contract.) Competitive bidding as per Wis Stat Sec 62.15

...

Ron Bittner

440 River Crest Ct
Mukwonago, WI 53149
Telephone: (262) 363-6447
Fax: (262) 363-7197 rbittner@villageofmukwonago.com
PAGE 4

Steven Wagner
2746 S 166th Street
New Berlin, WI 53151
Phone: 262-786-4640
swagner@andersonashton.com

...

Spire Engineering Inc.
305 N Plankinton Ave, Suite 101
Milwaukee, WI 53203
414-278-9200
Brian Rinke PE,SE

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of ~~not less than~~ (\$) for each occurrence and ~~(\$)~~ in the aggregate for bodily injury and property damage and terms of coverage as set forth in the Village of Mukwonago insurance requirements attached as Exhibit ____-..

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of ~~not less than~~ (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, and terms of coverage as set forth in the Village of Mukwonago insurance requirements attached as Exhibit _____, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits ~~not less than~~ (\$) each accident, ~~(\$)~~ each employee, and ~~(\$)~~ policy limit and terms of coverage as set forth in the Village of Mukwonago insurance requirements attached as Exhibit _____

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of ~~not less than~~ (\$) per claim and ~~(\$)~~ in the aggregate and terms of coverage as set forth in the Village of Mukwonago insurance requirements attached as Exhibit ..

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Such coverage shall be evidenced by a policy endorsement in form acceptable to the Owner.

§ 2.6.8 The Architect shall provide certificates of insurance and policy endorsement(s) to the Owner that evidence compliance with the requirements in this Section 2.6.

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§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project in accordance with the Wisconsin public bidding law by

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. Nothing contained within this agreement is intended to be a waiver or estoppel of the Owner or its insurer's ability to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Owner or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. Agreement; however the parties will mutually agree upon the arbitrator to be used in this mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

[☒] Litigation in a court of competent jurisdiction

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§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. However said costs shall not include lost profits.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing the Owner is a Wisconsin municipal corporation and therefore subject to the terms of the Wisconsin public records law. As a result the confidentiality provisions of this Agreement are subject to the Owner's responsibilities under the WI public records law.

...

\$17,370.00

...

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.) (For Structural Engineering services, \$5,000

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of Seventeen Hundred and Thirty Dollars and no cents (\$ 1,730.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

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Ron Bittner Public Works Director

Steven L Wagner. Architect

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brian B. Fisher, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:06:53 ET on 10/02/2020 under Order No. 7357898644 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**VILLAGE OF MUKWONAGO
WAUKESHA AND WALWORTH COUNTIES**

ORDINANCE NO. 982

**ORDINANCE TO CREATE SECTION 64-13(n)
OF THE VILLAGE OF MUKWONAGO MUNICIPAL CODE
REGARDING PROHIBITED SIGNS**

SECTION I

Section 64-13(n) of the Municipal Code of the Village of Mukwonago is hereby created to read as follows:

Sec 64-13 – Prohibited Signs

(n) Any sign, poster, placard, banner, flag, art object, symbol or other communication that is attached, installed, or placed on property of the Village of Mukwonago is prohibited. Signage posted by the Village is not subject to this prohibition.

SECTION II

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION III

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION IV

This Ordinance shall take effect upon passage and publication as approved by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Mukwonago, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Village Board this _____ day of _____, 2020.

APPROVED:

Fred Winchowky, Village President

Countersigned:

Diana Dykstra, Village Clerk/Treasurer



Committee/Board:	Judicial Committee
Topic:	Policy on Temporary Occupancy
From:	Jeff Stien, Bob Harley, Tim Rutenbeck
Department:	Fire, Building and Electrical
Presenter:	Jeff Stien
Date of Committee Action (if required):	10-07-2020
Date of Village Board Action (if required):	10-21-2020

Information

Subject:

Policy for Temporary Occupancy.

Background Information/Rationale:

Developers requesting partial temporary occupancy during construction. Mukwonago does not have a policy addressing temporary occupancy. The following municipalities have a policy: Milwaukee, WI, Green Bay, WI, Lincoln, NE, Omaha, NE, Ankeny, IA, Pappillion, NE. We have drafted a policy from the Milwaukee, WI example for review.

Key Issues for Consideration:

NFPA Fire Code, building codes, life safety

Fiscal Impact (If any):

None

Requested Action by Committee/Board:

Is there interest in establishing a policy for temporary occupancy and if so recommend to adopt as presented.

Attachments

- Draft Mukwonago Partial-TemporaryOccupancyRequirements 2020

Temporary Occupancy Requirements

Basic Information/Parameters:

1. A temporary Occupancy shall be required anytime the building will be used for its intended purpose prior to complying with all requirements for final occupancy.
2. Temporary Occupancy is available for all persons requiring access to the building not supervised by the general contractor (i.e. Persons to stock products, construct furniture, move materials, or building tenants)
3. Applicant to provide information to the **plan exam offices Building, Electrical and Fire departments** on which area of the building or floor(s) are requesting a temporary occupancy.
 - a. A completed "Temporary Occupancy Application" **and pay associated fees.**
 - b. Life safety plan including an 8-1/2"x11" drawing of each floor depicting areas to be occupied.
 - c. Timeline for the completion or when full occupancy will be achieved.
 - d. Letter from supervising design professional supporting temporary use.
4. Outstanding fees **and permits** of all records have been paid.
5. When the work area is the entirety of a floor, work will need to be completed on that floor prior to issuing temporary occupancy unless separated by fire resistance rating.
6. A separate temporary occupancy will be required for additional areas as they become ready.
7. Each trade section will have their own requirements to meet temporary occupancy. Coordinating inspections and discussing conditions of approval with the different inspectors is the responsibility of the applicant.
8. This shall serve as a guideline only. Site specific concerns will be addressed during the construction process.

Base Life Safety Requirements:

1. **Fire Alarm and Suppression Witnessing (if Fire Alarm system is required.)**
 - a. Pretesting of system has been performed by a qualified person
 - b. Construction cleanup has been completed per *NFPA 72 5.7.1.11*
 - i. *Detectors shall not be installed until after the construction cleanup of all trades is complete and final*
 - c. Detection, if required, shall be provided on floors above and below requested area to be occupied.
2. **Means of Egress:**
 - a. Enclosure of stair shafts is to be entirely complete and clean of construction debris.
 - b. Fire rated doors and other opening protectives shall be installed in accordance with IBC 716.5.9 and IBC 1009.
 - c. Exit passageways and/or exit discharge complete and clean of construction debris.
 - d. Unobstructed and protected access to the public way.
 - i. If overhead work is ongoing above the path to the public way or along the public way, protection consistent with MCO 228-2 shall be provided.
 - e. Exit enclosure signage is installed in accordance with IBC 1023.9
 - f. Emergency lighting and exit signage are installed and operational.
 - g. Floor and wall finishes need to be completed for the egress paths**
3. **Fire department access is unobstructed.**
 - a. Hydrants, standpipes, and fire department connections are accessible by emergency personnel.
 - b. Fire command center complete and operational.
 - c. Fire pump room is complete and operational.
4. **Fire resistance rating of the following have been completed:**
 - a. Fire pump room (if applicable)
 - b. Shaft enclosures including stair, elevator and mechanicals
 - c. Primary and secondary structural elements
 - d. Fire barriers supporting floors to be occupied
 - e. Required occupancy separation of areas to be occupied
5. **Emergency generator, if required, has been tested and approved.**
6. **HVAC system of areas to be occupied is complete.**
7. **Access to unoccupied floors has been locked out to non-construction personnel.**
8. **Building is enclosed and weather tight.**
9. **Building address is affixed and compliant with IFC 505.**

Occupancy Specific Requirements:

1. **High-Rise**
 - a. Requirements of IBC 403 have been completed.
 - b. Fire resistance rating has been completed in Fire command center and elevator lobbies.
2. **B**
 - a. Temporary not required to load furniture if it is being done by subcontractors.
3. **R-1**
 - a. ADA units of all types are required to be complete and available to occupy.
4. **R-2**
 - a. ADA units of all types are required to be complete and available to occupy.
 - b. Unit addresses provided to inspector.
 - c. Mailboxes serving units will need to be in place.
 - d. Compliance with CO requirements in accordance with IBC 915 as amended.



Permit & Development Center

809 N. Broadway, Milwaukee, WI 53202 | (414) 286-8210 | milwaukee.gov/permits | DevelopmentCenterInfo@milwaukee.gov

Basic Information/Parameters:

1. A temporary Occupancy shall be required anytime the building will be used for its intended purpose prior to complying with all requirements for final occupancy.
2. Temporary Occupancy is available for all persons requiring access to the building not supervised by the general contractor (i.e. Persons to stock products, construct furniture, move materials, or building tenants)
3. Applicant to provide information to the plan exam offices on which area of the building or floor(s) are requesting a temporary occupancy.
 - a. A completed "Temporary Occupancy Application".
 - b. Life safety plan including an 8-1/2"x11" drawing of each floor depicting areas to be occupied.
 - c. Timeline for the completion or when full occupancy will be achieved.
 - d. Letter from supervising design professional supporting temporary use.
4. Outstanding fees of all records have been paid.
5. When the work area is the entirety of a floor, work will need to be completed on that floor prior to issuing temporary occupancy unless separated by fire resistance rating.
6. A separate temporary occupancy will be required for additional areas as they become ready.
7. Each trade section will have their own requirements to meet temporary occupancy. Coordinating inspections and discussing conditions of approval with the different inspectors is the responsibility of the applicant.
8. This shall serve as a guideline only. Site specific concerns will be addressed during the construction process.

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1. **Fire Alarm Witnessing (if Fire Alarm system is required.)**
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 - c. Exit passageways and/or exit discharge complete and clean of construction debris.
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 - i. If overhead work is ongoing above the path to the public way or along the public way, protection consistent with MCO 228-2 shall be provided.
 - e. Exit enclosure signage is installed in accordance with IBC 1023.9
 - f. Emergency lighting and exit signage are installed and operational.
3. **Fire department access is unobstructed.**
 - a. Hydrants, standpipes, and fire department connections are accessible by emergency personnel.
 - b. Fire command center complete and operational.
 - c. Fire pump room is complete and operational.
4. **Fire resistance rating of the following have been completed:**
 - a. Fire pump room (if applicable)
 - b. Shaft enclosures including stair, elevator and mechanicals
 - c. Primary and secondary structural elements
 - d. Fire barriers supporting floors to be occupied
 - e. Required occupancy separation of areas to be occupied
5. **Emergency generator, if required, has been tested and approved.**
6. **HVAC system of areas to be occupied is complete.**
7. **Access to unoccupied floors has been locked out to non-construction personnel.**
8. **Building is enclosed and weather tight.**
9. **Building address is affixed and compliant with IFC 505.**

Occupancy Specific Requirements:

1. **High-Rise**
 - a. Requirements of IBC 403 have been completed.
 - b. Fire resistance rating has been completed in Fire command center and elevator lobbies.
2. **B**
 - a. Temporary not required to load furniture if it is being done by subcontractors.
3. **R-1**
 - a. ADA units of all types are required to be complete and available to occupy.
4. **R-2**
 - a. ADA units of all types are required to be complete and available to occupy.
 - b. Unit addresses provided to inspector.
 - c. Mailboxes serving units will need to be in place.
 - d. Compliance with CO requirements in accordance with IBC 915 as amended.

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

Submit to municipal clerk.

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

To the governing body of: ☐ Town ☒ Village of MUKWONAGO County of WAUKESHA
☐ City

The undersigned duly authorized officer/member/manager of ULTRA MART FOODS, LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as PICK 'N SAVE #384

(Trade Name)
located at 1010 N ROCHESTER ST MUKWONAGO, WI 53149

appoints TODD GLASER

(Name of Appointed Agent)

49

(Age of Appointed Agent)

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

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

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

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

Place of residence last year SAME AS ABOVE

For: ULTRA MART FOODS, LLC

(Name of Corporation / Organization / Limited Liability Company)

By: Ann [Signature]

(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

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

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

[Signature]
(Signature of Agent)

7-30-20

(Date)

Agent's age 54

Date of birth [Redacted]

WI 53149

(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY

(Clerk cannot sign on behalf of Municipal Official)

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

Approved on 09/23/2008 by Chief Ken [Signature] Title Police Chief
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
GLASER		TODD		K	
Home Address (street/route)		Post Office	City	State	Zip Code
[REDACTED]		ONAGO	M [REDACTED]		
		Age	DOB		
		54	0 [REDACTED]		

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

- ☐ Applying for an alcohol beverage license as an individual.
- ☐ A member of a partnership which is making application for an alcohol beverage license.
- ☒ **AGENT** of **ULTRA MART FOODS, LLC**

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 18 years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☒ Yes ☐ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
DUI in 1994
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name, Location and Type of License/Permit)

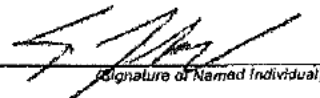
(Name of Wholesale Licensee or Permittee)

(Address by City and County)

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

Employer's Name	Employer's Address	Employed From	To
ROUNDYS SUPERMARKETS	875 E WISCONSIN AVE MKE WI	03/17/2008	Present
Employer's Name	Employer's Address	Employed From	To
WALMART	201 EDWARDS BLVD LG, WI	2001	2008

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

X 
(Signature of Named Individual)

Schedule for Successor of Agent

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. There is a \$10 change in agent processing fee due with this form. The following questions must be answered by the Agent. The appointment must be signed by an officer of the corporation/organization or one member of limited liability company. (Only one signature is required). The appointment must be approved by the licensing authority.

MUKWONAGO

(Municipality)

Wisconsin

7/30

20 20

(Date)

1. Name of agent TODD GLASER

Yes No

2. ☒ ☐ Are you of legal drinking age?
3. ☒ ☐ Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent?
4. ☐ ☒ Have you ever been convicted of a federal law violation?
5. ☐ ☒ Have you ever been convicted of a state law violation?
6. ☐ ☒ Have you ever been convicted of a local ordinance violation?
7. ☒ ☐ Have you completed the required responsible beverage server program per sec. 125.04(5)(a)5, Wis. Stats.?

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

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

(Signature of Agent)

SUCCESSOR AGENT

The undersigned appoints TODD GLASER as agent in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee ULTRA MART FOODS, LLC

Date 7/30 20 20

By

(Signature of Officer/Member)

I hereby accept appointment as agent for ULTRA MART FOODS, LLC DBA PICK 'N SAVE #384 and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date July 30 20 20

(Signature of Agent)

THE AGENT APPOINTED ABOVE MUST BE APPROVED BY THE LICENSING AUTHORITY TO BE EFFECTIVE. (See sec. 125.04(6), Wis. Stats.)

(Municipality)

WI

(Date)

20 20

(Signature of Official)

(Title)

**HIPPENMEYER, REILLY, BLUM,
SCHMITZER, FABIAN & ENGLISH S.C.**

MARK G. BLUM
THOMAS G. SCHMITZER
LORI J. FABIAN
RONALD E. ENGLISH III
MATTHEW R. GRALINSKI

720 CLINTON STREET
P. O. BOX 766
WAUKESHA, WISCONSIN 53187-0766
TELEPHONE: (262) 549-8181
FACSIMILE: (262) 549-8191
www.hrblawfirm.com

RICHARD S. HIPPENMEYER
(1911-1979)
WILLIAM F. REILLY
(1932-2007)

EMAIL: MGBLUM@HRBLAWFIRM.COM

August 27, 2020

Via Email (jweidl@villageofmukwonago.com)

Mr. John Weidl
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Ordinance Regarding Bow Hunting

Dear John:

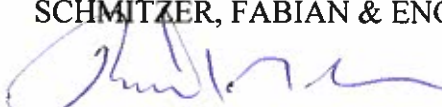
As a follow up to the conversation we had regarding the Village's Bow Hunting Ordinance, enclosed is a draft of an Ordinance amending Section 54-54 that would make it consistent with the changes made several years ago to the Statutes regarding the authority of local governments to regulate hunting. Basically, the Statute allows for bow hunting to take place on property with the consent of the owner or on property not owned by the hunter provided that permission has been obtained to hunt on that person's land. In general, a weapon may not be discharged with 100 yards from a building without the permission of that property owner.

In any event, enclosed is a draft of the Ordinance to make this modification to the Code. I am copying Chief Schmidt with this to seek his comments on it before this gets finalized. At such time as it is acceptable, I would recommend this matter be brought forward to the Committee of the Whole for review and potential action. Enclosed is an AIRF form that will accompany the draft Ordinance. I am copying Diana Dykstra with this letter so she is aware this will be coming forward in the future.

Thank you for your consideration of this matter.

Sincerely,

HIPPENMEYER, REILLY, BLUM,
SCHMITZER, FABIAN & ENGLISH, S.C.


Mark G. Blum

MGB/jb
Enc.

Cc: Chief Kevin Schmidt
Ms. Diana Dykstra



Village of Mukwonago

AGENDA ITEM REQUEST FORM

Committee/Board:	Committee of the Whole
Topic:	Ordinance Amending Section 54-54
From:	Atty. Mark G. Blum
Copy To:	John Weidl, Diana Dykstra
Date of Committee Action (if required):	
Date of Village Board Action (if required):	

Information

Subject: Ordinance to Amend Section 54-54 Regarding Bow Hunting

Rationale:

The Village Ordinance on hunting (specifically, Section 54-54) currently places limits on the discharge of crossbows for hunting or target use that are inconsistent with State Law. Basically, current State Law allows for bows or crossbows to be discharged on private property owned by the hunter or on other property with the permission of the property owner. The discharge of the weapon must be at least 100 yards from any building; however, that can be reduced with the consent of the property owner.

In any event, enclosed is a draft of an Ordinance that would make the changes to Section 54-54 to make it consistent with the requirements of State Law.

Fiscal Impact (If any):

None.

Requested Action by Committee/Board:

Consider and potentially approve the revisions to Chapter 54-54 of the Village Code to make our Code consistent with the Wisconsin Statutes.

**VILLAGE OF MUKWONAGO
WAUKESHA AND WALWORTH COUNTIES**

ORDINANCE NO. _____

**ORDINANCE TO AMEND SECTION 54-54
OF THE VILLAGE OF MUKWONAGO MUNICIPAL CODE
REGARDING DISCHARGING BOWS, CROSS BOWS OR LIKE INSTRUMENTS
IN THE VILLAGE OF MUKWONAGO**

The Village Board of the Village of Mukwonago do ordain as follows:

SECTION I

Section 54-54 (a) of the Municipal Code of the Village of Mukwonago is hereby repealed and recreated to read as follows:

Sec. 54-54 – Discharging bows or crossbows or like instruments are subject to conditions:

- (a) *Definitions.* For purposes of this Ordinance Subsection only, the following terms shall have the definitions set forth herein:
 - (1) **Building.** Building means a permanent structure used for human occupancy and includes a manufactured home as defined in Section 101.91(2) of the Wisconsin Statutes.
 - (2) **Weapon.** Weapon shall refer to a bow or crossbow or like weapon/instrument designed and used to propel an arrow, dart or other similar missile.
 - (3) **Hunter.** For purposes of this section, a hunter is someone who is discharging a weapon as provided for herein.

SECTION II

Section 54-54(b) and (c) of the Municipal Code of the Village of Mukwonago is hereby repealed and recreated to read as follows:

- (b) A person is allowed to discharge a weapon on property owned by that individual or on property for which the person discharging the weapon has obtained the permission of the owner, and that permission specifically allows the person discharging the weapon to hunt within a specified distance from the building. Otherwise a weapon may not be discharged within 100 yards from a building located on another person's land. This restriction does not apply if the person who owns the land on which the building is located allows the hunter to hunt within some lesser distance of the building.
- (c) Any person who hunts with a bow and arrow or crossbow is required to discharge the arrow or bolt from their respective weapon toward the ground.

SECTION III

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION IV

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION V

This Ordinance shall take effect upon passage and publication as approved by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Mukwonago, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Village Board this _____ day of _____, 2020.

APPROVED:

Fred Winchowky, Village President

Countersigned:

Diana Dykstra, Village Clerk/Treasurer



Village of Mukwonago

AGENDA ITEM REQUEST FORM

Committee/Board:	Personnel
Topic:	Updated Planner Job Description
From:	Diana Doherty
Department:	Finance / HR
Presenter:	Diana Doherty
Date of Committee Action (if required):	October 7, 2020
Date of Village Board Action (if required):	October 21, 2020

Information

Background Information/Rationale:

Village Administrator asked for modifications to the position description originally adopted on Resolution 2019-10.

Key Issues for Consideration:

- Removal of Supervisory duties over Building Department
- Added requirement to fully utilize the Village's software for tracking projects and documentation and permitting activity
- Added language regarding monitoring and handling zoning code compliance issues
- Added requirement to serve as advisory member of the Downtown Development Committee

Fiscal Impact (If any):

Removal of Supervisory duties over Building Department caused the position classification in the compensation plan to change from Grade 7 (salary range of \$73,097 – \$98,681) to Grade 6 (\$62,625 – \$84,541)

Requested Action by Committee/Board:

Recommend adoption of updated Community Planner / Zoning Administrator Position Description on Resolution 2021-XXX

Attachments

Original position description showing modifications in red
Clean copy for adoption

RESOLUTION ~~2019-010~~2020-XXX

VILLAGE OF MUKWONAGO COMMUNITY PLANNER POSITION DESCRIPTION

Title: Community Planner/ Zoning Administrator
Department: Economic Development
Reports to: Village Administrator

Status: Full-Time, NR
Comp Plan Grade: 6
Revision Date:
Adoption Date: March 6, 2019

- I. **PRIMARY FUNCTION.** The Community Planner/Zoning Administrator assists in the orderly and proper land use and development of the residential, commercial, and manufacturing tax base, coordinating the efforts of the Village Planning Commission, ~~and~~ Board of Zoning Appeals, ~~and Inspections function.~~ The position also assists the Economic Development Director in developing and implementing proactive planning, zoning, land use, and economic development strategies, requiring advanced professional planning experience of high complexity and variety. This position is significantly involved with larger, more complex development planning and land use initiatives, including Village-led developments and facilitating private development through the application and approval process. The Community Planner/Zoning Administrator ~~oversees Building Inspection staff and~~ may supervise other small teams focused on specific development or planning initiatives at the direction of the Economic Development Director.

11. **ESSENTIAL DUTIES AND RESPONSIBILITIES.** The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

III. PLANNING RESPONSIBILITIES

1. Assists in promoting economic growth in the community through planning strategies designed to maintain and enhance the Village's quality of life
2. Provides professional planning services as a starting point for the application and permitting process, and serves as an advocate for planning in line with the Comprehensive Plan and Zoning Ordinances.
3. Performs advanced professional work related to variety of planning assignments and manages complex planning studies and development applications; reviews developer and applicant proposals
4. Reviews and processes complex comprehensive plan amendments, rezoning, annexations, site plans, and plats
5. Conducts research and prepares statistical reports on land use, physical, social & economic issues
6. Provides professional planning assistance to member communities on varied land use projects
7. Develops transportation plans, studies and analyses on regional basis
8. Works in regional program areas relating to resources planning, community development, hazard mitigation, environmental remediation and others
9. Performs field inspections to gather data relevant to the development review process and/or to verify that development projects comply with approved plans
10. ~~Schedules and conducts~~ Attends or coordinates meetings with advisory boards and elected officials as necessary.
11. Presents reports and other findings to staff, Planning Commission and Board of Zoning Appeals, Committee of the Whole and Village Board, and serves as liaison to such committees or other committees as necessary
12. Attends frequent evening meetings
- 12-13. Fully utilize Village software to electronically track project status and capture all project documentation
- 13-14. May supervise team projects related to planning and development initiatives

ZONING RESPONSIBILITIES

1. Authorization to administer the Village's Zoning ordinance 100-277 and shall have the following duties and powers:
 - a. Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
 - b. Recommend/Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate.
 - c. Keep records of all official actions such as: All permits issued, inspections made, and work approved
2. Works ~~Directly directly~~ with ~~Directs and evaluates the work of~~ Building Inspection staff to ensure compliance with all Village codes and ordinances
3. Responds to citizen complaints regarding zoning code violations
- 2-4. Assesses compliance with zoning code via regular monitoring and observance of activity throughout the Village
- 3-5. Keep Village Zoning ordinances and codes up to date and make recommendations pertaining to zoning amendments, additions, ordinance applications, and zoning-related plans
- 4-6. Provides professional zoning assistance to member communities???? on varied land use projects
- 5-7. Works in regional program areas relating to resources zoning, land use, planning, community development, and others
- 6-8. ~~Schedules and conducts~~ Attends or coordinates meetings with advisory boards and elected officials as necessary.
9. Presents reports and other findings to staff, Planning Commission and Board of Zoning Appeals, Committee of the Whole, and Village Board and serves as liaison to such committees or other committees as necessary
- 7- Serves as an advisory member of the Downtown Development Committee (DDC? But might not need to mention)
- 8-10. May supervise team projects related to zoning and development initiatives

IV. EDUCATION, LICENSURE/CERTIFICATION AND EXPERIENCE. The requirements listed below are representative of the knowledge, skills and abilities required.

- A. Graduation from an accredited college or university with a Bachelor's degree in planning or a related field, professional level engineering training (**P.E.**) preferred. Village may accept a Master's degree in planning or other related field.
- B. A minimum of 4 years' municipal experience or experience advising municipal government.
- C. Thorough knowledge of the principles, practices, and legal requirements of urban planning, zoning code administration, community development, housing and economic development.
- D. Able to identify appropriate methods to provide effective and efficient long-range planning, demographic analysis, redevelopment, economic development and land-use applications.
- E. Knowledge of statistical and research methods and analysis of planning studies, government planning documents and reports, marketing studies, plans, specs and bid documents.
- F. Any equivalent combination of experience and education which provides the required knowledge, skills and abilities
- G. Ability to obtain certification through American Institute of Certified Planners
- G-H. Possess a valid Wisconsin driver's license

V. ESSENTIAL SKILLS OF THE JOB

- A. Ability to communicate effectively orally and in writing
- B. Ability to facilitate sessions with elected officials, decision-makers, residents, and community groups
- C. Ability to multi-task on several simultaneous projects and problem solve effectively
- D. Ability to manage projects and meet firm deadlines
- E. Ability to instruct and train other staff if necessary
- F. Ability to utilize computer programs and equipment, and work with in-house online permitting

software system, and GIS technology.

- VI. WORK ENVIRONMENT.** The work environment characteristics are reflective of the responsibilities as described in the major duties and responsibilities. Work is performed in an office environment. Contact with staff, other Village employees, public and governmental agencies are required.

VII. AMERICANS WITH DISABILITIES ACT (ADA) ESSENTIAL ELEMENTS AND QUALIFICATIONS.

- A. Must be able to sit, stand, bend, walk and climb with or without back support.
- B. Able to lift up to 25 pounds.
- C. Must have dexterity and hand/eye coordination necessary to operate computer keyboard and other office equipment.
- D. Hearing activities requires the ability to participate in numerous conversations throughout the workday both in person and over the telephone.
- E. Must be able to work with file cabinets that are 5'8" in height and cabinet drawers that have a depth of 24."

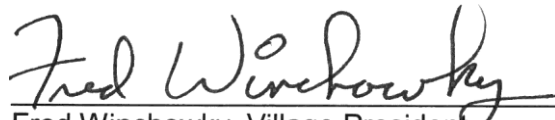
VIII. ADDITIONAL REQUIREMENTS.

- A. Compliance with the conditions of employment as stated in the Village of Mukwonago Employee Handbook.
- ~~B. Take Oath of office. (Not necessary)~~
- C. Must keep current with new computer technology which would benefit the Village and its residents.
- D. Implement the policy directives of the Village Board.

The Village of Mukwonago is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Adopted this 6th day of March 2019.




Fred Winchowky, Village President


Judith Taubert, Clerk-Treasurer

Do we want to say anything about responding to complaints from residents? Is this position any type of code compliance? Probably not if it is contracted, but if it is full time, it could be.

VILLAGE OF MUKWONAGO COMMUNITY PLANNER POSITION DESCRIPTION

Title: Community Planner / Zoning Administrator
Department: Economic Development
Reports to: Village Administrator

Status: Full-Time, NR
Comp Plan Grade: 6
Adoption Date: March 6, 2019
Revision Date: October ----, 2020

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- I. PRIMARY FUNCTION.** The Community Planner / Zoning Administrator assists in the orderly and proper land use and development of the residential, commercial, and manufacturing tax base, coordinating the efforts of the Village Planning Commission and Board of Zoning Appeals. The position also assists the Economic Development Director in developing and implementing proactive planning, zoning, land use, and economic development strategies, requiring advanced professional planning experience of high complexity and variety. This position is significantly involved with larger, more complex development planning and land use initiatives, including Village-led developments and facilitating private development through the application and approval process. The Community Planner / Zoning Administrator may supervise other small teams focused on specific development or planning initiatives at the direction of the Economic Development Director.
- II. ESSENTIAL DUTIES AND RESPONSIBILITIES.** The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.
- III. PLANNING RESPONSIBILITIES**
1. Assists in promoting economic growth in the community through planning strategies designed to maintain and enhance the Village's quality of life
 2. Provides professional planning services as a starting point for the application and permitting process, and serves as an advocate for planning in line with the Comprehensive Plan and Zoning Ordinances.
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 - c. Keep records of all official actions such as: All permits issued, inspections made, and work approved
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IV. EDUCATION, LICENSURE/CERTIFICATION AND EXPERIENCE. The requirements listed below are representative of the knowledge, skills and abilities required.

- A. Graduation from an accredited college or university with a Bachelor's degree in planning or a related field, professional level engineering training (P.E.) preferred. Village may accept a Master's degree in planning or other related field.
- B. A minimum of 4 years' municipal experience or experience advising municipal government.
- C. Thorough knowledge of the principles, practices, and legal requirements of urban planning, zoning code administration, community development, housing and economic development.
- D. Able to identify appropriate methods to provide effective and efficient long-range planning, demographic analysis, redevelopment, economic development and land-use applications.
- E. Knowledge of statistical and research methods and analysis of planning studies, government planning documents and reports, marketing studies, plans, specs and bid documents.
- F. Any equivalent combination of experience and education which provides the required knowledge, skills and abilities
- G. Ability to obtain certification through American Institute of Certified Planners
- H. Possess a valid Wisconsin driver's license

V. ESSENTIAL SKILLS OF THE JOB

- A. Ability to communicate effectively orally and in writing
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- E. Ability to instruct and train other staff when necessary

- F. Ability to utilize computer programs and equipment, and work with in-house online permitting software system, and GIS technology

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- B. Must keep current with new computer technology which would benefit the Village and its residents.
- C. Implement the policy directives of the Village Board.

The Village of Mukwonago is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Adopted this ____ day of October 2020.

Fred Winchowky, Village President

Attest:

Diana Dykstra, Clerk-Treasurer



Village of Mukwonago

Office of the Finance Director

Diana Doherty (ddoherty@villageofmukwonago.com)
440 River Crest Court, Mukwonago, Wisconsin 53149
www.villageofmukwonago.com

Direct Line: (262) 368-3118
Main Office: (262) 363-6420
Fax: (262) 363-6425

To: Personnel Committee
RE: Proposed Revisions to Employee Handbook
Date: September 28, 2020

On August 25th, Department Heads, the Village Administrator and 2 admin staff members involved in HR and payroll met to discuss changes needed to the Employee Handbook. The attached draft shows the various changes that resulted from that meeting. The draft was reviewed by the meeting attendees to ensure what was discussed was accurately incorporated. An additional meeting was held with Village President Winchowky and Personnel Committee Chair Johnson on September 16th, to go over the changes and answer any of their questions or concerns for the proposed changes and additions.

Most of the changes are minor and include grammatical corrections; clarifications of policy intent; deletion of redundant information; moving subsections to group them with similar subject content; and formatting changes for consistency throughout the handbook. The table of contents and page numbers will be reviewed again and corrected as needed once all the changes have been accepted and new policies have been added. When reviewing the handbook, please note additions and deletions are in red; text that is in green is just information that was moved from another section and doesn't represent any changes other than where it is located in the handbook.

Some of the items that we are proposing changes to warrant additional discussion at the Committee of the Whole:

- Clarification of when overtime or compensatory time should accrue. Federal law states it is after 40 hours worked by an employee in a specified work period, without consideration to any paid-time off that the employee might have taken during that same work period. [page 20]
- Health Reimbursement Account (HRA) were discussed at the budget workshop on September 24th, along with the decision to change the Village's health insurance contribution to the lowest cost plan excluding dental. We are proposing to eliminate the HRAs and let the employees choose the coverages according to their needs. [page 40-41]
- Vacation allowance during an employee's first year. We are proposing adding language to prorate the number of days allowed in the first year from the hire date to the end of the year, so that on January 1 of the subsequent year, they are granted the full amount of days to use in that year. We also are proposing language to stipulate that a new hire who separates from the village prior to their 1st anniversary does not receive a payout of any vacation days granted but not used and also must payback any days they've already taken. [page 43-44]
- Sick Leave options for payout include having the money transferred to a third party Health Retirement Account for employees to request reimbursement for medical bills or having the Village retain the \$\$ and pay out reimbursements. We are proposing having the third party be the only option for employees. In addition, there is a proposal to allow a prorated payout for an

employee who retires or leaves after 15 years as opposed to the current 20 years for a full payout up the maximum hours allowed. [pages 45-46]

- Leave Donation Policy – we are proposing having the maximum amount of donated leave that an employee can receive not exceed the unpaid time remaining of the approved FMLA leave. [Pages 47-48]

New policies added or proposed for the handbook include:

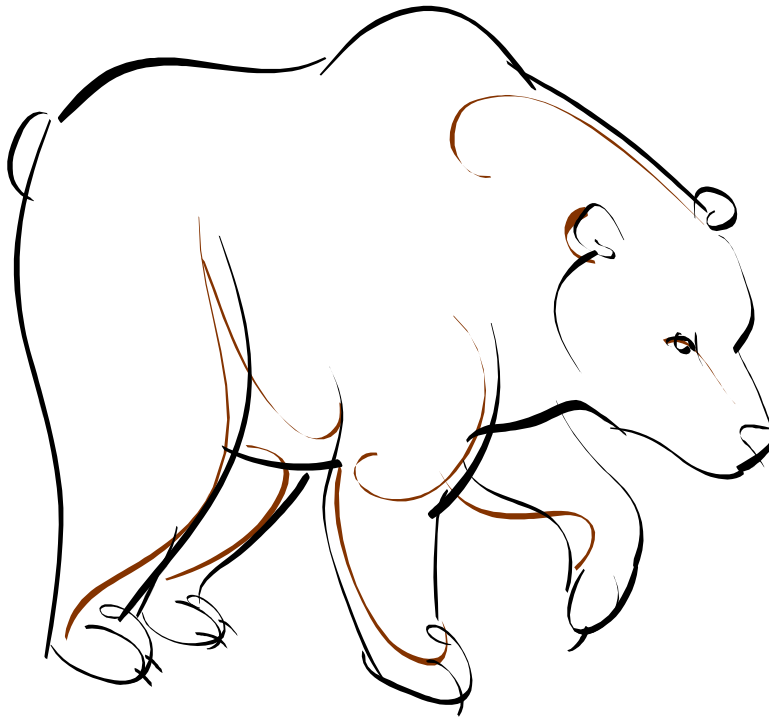
- The recently adopted Complaint Procedure (pages 76-79)
- Remote Work Policy (separate attachment for review)
- Village Hall Building Security Policy (separate attachment for review)

Once the Committee has agreed to the changes and additions, we will have our labor attorney review the more significant changes to ensure there aren't any legal issues before the Village Board adopts the final revisions.

Diana Doherty

VILLAGE OF MUKWONAGO

EMPLOYEE HANDBOOK



Revised: ~~July 18, 2018~~Fall 2020
Adopted: ~~July 18, 2018~~Fall 2020
Effective: ~~July 19, 2018~~Fall 2020

| This Employee Handbook,
adopted ~~July, 2018~~Fall 2020 by the Mukwonago Village Board,
replaces and supersedes
all previous issues, revisions and drafts
of the Employee Handbook.

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I. GENERAL EMPLOYMENT POLICIES AND PRACTICES

A. Introduction

This Employee Handbook, "Handbook," is a summary of some of the employment policies, procedures, rules and regulations of the Village of Mukwonago, "Village," affecting all employees. It has been prepared to acquaint all employees with these policies, procedures, rules and regulations and to promote the orderly and efficient operation of the Village. It is every employee's responsibility to read, become familiar with, and follow the policies, procedures, rules and regulations it contains.

Most questions should be answered in this Handbook. Questions regarding the Handbook, or matters which are not covered should be directed to your Department Head or Designee.

B. Disclaimer Statement

This Employee Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit or a contract of employment, express or implied. All of the Village's non-represented employees are employed "at-will" unless covered by Civil Service provisions or other applicable State of Wisconsin statutes or Village of Mukwonago ordinances or policies and employment is not for any definite period. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the Village or the employee.

The provisions set forth in this Handbook may be altered, modified, changed or eliminated at any time by the Village with or without notice. This Handbook, originally issued January 1, 2015, supersedes any and all previous handbooks, statements, policies, procedures, rules or regulations given to employees, whether verbal or written.

C. Municipal Calendar

The Village Fiscal Year is January 1st through December 31st.

D. Relationship with Union Contracts

The provisions of this Handbook apply to all employees, to the extent they do not conflict with a union contract. In the event of a conflict, the union contract shall prevail.

E. Relationship to Mukwonago Community Library Personnel Policy

The Mukwonago Community Library Board adopted a Personnel Policy on November 15, 2018 establishing specific guidance for Library employees. Village policies shall be in effect where no Library Board policies exist, subject to the decisions of the Library Board.

E. Communications and Suggestions

The Village encourages all employees to express their views on matters concerning their jobs and interests. The Village values the comments and suggestions of its employees concerning work methods and operations. Employees should feel free, and are encouraged, to offer suggestions and/or seek advice on any matter of concern to them. Employee suggestions should be submitted in writing to the appropriate Department Head or Designee, and should explain the present rule or method of operation, the proposed change, the reason for the proposed change and the benefit the employee believes will result from that change. The Department Head or Designee will respond to the employee within 30 days of receipt of the suggestion. If the Department Head or Designee does not respond within 30 days, the suggestion may be submitted directly to the managing Village Board Committee.

The Village believes the future goals of the Village and its employees will best be accomplished by our mutual efforts, and through direct and honest communications and relationships.

F. Equal Employment Opportunity Policy

It has been and shall continue to be Village policy to recognize the competence and ability of applicants for employment and existing employees. The Village will provide equal employment opportunities to all individuals regardless of their race, age, sex, creed or religion, color, handicap or disability, marital status, citizenship status, military or veteran's status, membership in the national guard, state defense force or reserves, sexual orientation, national origin, ancestry, arrest record, conviction record, pregnancy, use or non-use of lawful products or on the basis of any other status or characteristic prohibited by state, federal or local law. This policy applies to the Village's policies and practices concerning recruiting, advertising, hiring, training, promotions, compensation, benefits, transfers, layoffs, returns from layoff, training and the accessibility of facilities. In addition, it is the Village's policy that no employee will be subject to discipline, harassment, intimidation or coercion for filing a charge or complaint alleging an unlawful employment decision or action, due to an employee's assistance or participation in an investigation, hearing or review by a court or government agency or because the employee opposed an unlawful employment practice or decision.

If you have a problem or concern in any matter relating to equal employment opportunity, please discuss it as soon as possible with your immediate Department Head or Designee, or the Village Administrator.

G. Personnel Records

The Village maintains personnel records and files for each employee. Employment records, including performance reviews, for the Police and Fire Departments will be the responsibility of the respective Department Heads or Designee and will be maintained at the respective Police and Fire Department's Administrative Buildings. Maintaining these files with up-to-date information is very important as it provides the Village with contact information in case of emergency, addresses for mailings, data for payroll purposes and information required for insurance programs and other benefits.

All employees must promptly notify the Village of any change in:

1. Address
2. Contact phone number
3. E-mail address (for payroll purposes)
4. Marital status (for benefit plan purposes)
5. Beneficiary or dependents indicated in your insurance policy
6. Number of dependents for withholding purposes
7. Party to be notified in case of emergency.

If you will be getting married, please notify the Village prior to the marriage so appropriate arrangements are made for your spouse with regard to the benefit plans. A delay in filing the proper forms could result in lack of coverage. If you become divorced or widowed, it is a good idea to check who you have designated as beneficiaries. In the event of your death, your listed beneficiary will receive any insurance benefits due. Be sure the listed beneficiary is the person you intend to receive the benefits.

Additionally, the Village has legal requirements to communicate certain benefit information to your former spouse.

It is Village policy to protect the privacy of each employee and therefore the Village is committed to the confidential handling of every employee's personnel information.

Consistent with applicable law, the Village will allow employees to inspect their personnel records twice a year and within seven (7) working days after the employee makes the request for inspection.

H. Employment Classifications

Regular

Regular employees are those employees who have successfully completed their orientation period.

Full-Time

A full-time employee is one who is scheduled to work thirty-seven and one-half (37.5) hours or more each week and is reasonably expected to continue employment for longer than one year. Regular full-time employees are eligible for all Village benefits described in this handbook if they meet the eligibility criteria. Unless otherwise specified in this handbook, one (1) day is the equivalent of eight (8) hours.

Part-Time

A regular part-time employee is one who is scheduled to work less than thirty-seven and one-half (37.5) hours each week and is reasonably expected to continue employment for longer than one year. Regular part-time employees who work at least thirty (30) or more hours per week are eligible for prorated vacation, sick leave and holiday benefits based on the hours worked per week. The proration will be calculated against a forty (40) hour week. Employees working less than thirty (30) hours per week are not eligible for benefits unless otherwise eligible for statutory retirement. Ranges have been established for the proration of Village health insurance and HRA contributions and are explained in those sections of the handbook. The timing of Village contributions towards benefits for newly eligible part-time employees will match requirements for a newly-hired full-time employee.

If an employee who works less than thirty (30) hours per week transitions to a position where they will permanently work more than thirty (30) hours per week, eligibility for benefits begins on the date of transition, not on the employee's original hire date. Conversely, an employee who permanently transitions to less than thirty (30) hours per week will have benefits removed or reduced accordingly on the date of transition.

Paid on Call (Fire Department Only)

A paid on call employee is considered a part-time employee. Paid on call (POC) is paid for the time they are on the call or other related department approved activity. POC receive an hourly rate determined by their certifications for the time they are considered working. The hours worked by POC are not regularly scheduled and are random and variable. Because of this variability, POC employees who become eligible for benefits and decide to enroll in them will have contributions calculated based on a six (6) month look back period, which will continue to be evaluated every six (6) months for necessary adjustments.

Temporary

A temporary employee is one who holds a position, either part-time or full-time, for a limited period of time. Temporary employees are made aware of the limited term of their employment when they are hired. Temporary employees are not eligible for any Village benefits.

Emergency Personnel

Emergency personnel are made up of municipal units such as fire and police departments, public works, and utilities.

I. Fingerprinting of Employees

All new employees shall be fingerprinted by the Village Police Department as part of the employment process. Three (3) sets of fingerprint cards shall be taken:

1. State of Wisconsin Employment Card.
2. Federal Government Employment Card.
3. Village of Mukwonago Employee Card.

These fingerprint cards shall be forwarded to the various agencies for classification and search of their files. The Village of Mukwonago employee card shall be kept in the employee's personnel file for future reference, if needed.

J. Identification Badges/Cards

Village representatives, including elected and appointed officials, full or part-time employees, are required to carry a Village identification badge/card when conducting Village business away from their regular workplace. An employee must display his/her identification badge/card upon request. Identification cards are available through the Police Dept. The Fire Department does not use Village ID, they use Waukesha County ID.

K. Job Transfers/Postings

Whenever positions become available in the Village, they will be posted ~~at each location.~~ on the Village website.

1. Transfers

Any lateral job transfers by current employees must be approved by the Department Heads affected. If an employee is approved for a transfer, he or she will be

required to serve an additional six (6) month orientation period regardless of having previously completed one.

Any employees who may be interested in filling an available vacant position may submit an application to the Department Head for the position applied for. The successful applicant, whether selected from current employees or new applicants, will be chosen on the basis of skill, ability, and qualifications for the position.

2. Promotion

Promotional opportunities are available to employees of the Village when vacancies arise or the Village determines that there is a need for filling the position. The successful applicant, whether selected from current employees or new applicants, will be chosen on the basis of skill, ability, and qualifications for the position.

Any employee promoted to a higher ranking position may be required to serve an orientation period.

3. Reinstatement

If an employee requests to return to his/hers former position, the Department Head, with approval of the Personnel Committee, can authorize return to the former position if the position is vacant and the return is determined to be in the best interest of the Village.

4. Reassignment

The Village may change the duties and responsibilities of ~~your~~any position. If the changes are significant and assigned permanently, the position may be considered for job title and description change that more accurately reflects the new duties. If ~~your~~a position is reviewed and changes are made, ~~you~~the employee and ~~your~~ Department Head or Designee will be asked to complete the appropriate forms, which will include the description of ~~your~~the employee's duties.

In the event of a complaint over a change work assignment, employees should perform the assigned task and then discuss the problem with the Department Head or Designee.

5. Reallocation

When the occupying position of an employee is reclassified to a different class, he or she is required to continue in the position of their newly assigned class. The Village may reduce the classification of the position whether it is filled or vacant and adjust the compensation rate when appropriate.

6. Layoff & Recall

If the Village determines to implement a layoff with or without recall rights, the employee to be laid off will be notified of any recall rights the Village has determined will be offered. Layoffs will be determined by the Village Administrator in consultation with the affected Department Head(s) upon direction of the Village Board.

L. Solicitation/Distribution

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions or solicit for any other cause during working time. Employees who are not on working time, e.g. on lunch hour or breaks, may not solicit employees who are on working time for any cause or distribute literature of any kind to them. This policy includes solicitations via e-mail and other telephonic communication systems. Further, employees may not distribute literature or printed material of any kind in working areas at any time.

"Working time" does not include the time before the employee's scheduled work day begins, the time after the employee's scheduled work day ends or the employee's breaks or lunch period. "Working areas" includes all areas of the premises except the break room and the parking lot.

M. Employee Questions

Questions relating to an employee's work should be discussed with the employee's Department Head or Designee.

N. Safety [DD2]

~~You are the Village's best protection against accidents. Learn how to properly operate all equipment for your job. Never operate equipment unless you have first learned how to safely operate that equipment. If you have any questions about the use of Village equipment, see your Department Head or Designee *before* attempting to operate the equipment.~~

~~Be sure to report all unsafe working conditions to your Department Head or Designee. If you do have an accident, no matter how minor the injury, report it immediately to your Department Head or Designee. You must complete the necessary accident reports as soon as possible after the accident. Failure to timely report an accident or to file the~~

~~necessary accident reports could jeopardize your eligibility for worker's compensation benefits and could lead to disciplinary action.~~

~~Each employee must comply with the Village safety program.~~

~~All designated employees will complete and attend the safety training courses required by the Village. The employee will sign a completion form and this will be kept in their personnel file. Failure to attend or complete course(s) in a reasonable time period after the request could result in dismissal.~~

~~Any Village employee who operates Village equipment or vehicles shall have an annual review of his/her driver's license and/or CDL performed by the Village Police Department. Employees whose job includes operating a motor vehicle, shall keep their operator's license and all required endorsements, current and valid. Members shall report any drivers license restrictions. Employees who are arrested, cited, or come under investigation for any criminal or traffic offense, both within and outside of the Village of Mukwonago, shall report this incident, in writing, to their Department Head as soon as practical. This includes driver's license traffic and OAWI violations.~~

O. Hiring Family Members

It is the Village's policy to recruit, select and appoint the most qualified persons for each Village position. The employment of qualified persons within the same family is not prohibited if the person has the required knowledge, skills or other job related qualifications that warrant consideration for employment. However, it is required that either the current employee or the relative seeking a position make the relationship known to the appropriate authority (Village Board, Department Head, Fire & Police Commission). In no event will any applicant or employee receive preferential consideration because of relationship to another Village employee, elected or appointed official and/or employee.

A supervising authority who does not discipline, promote or directly supervise a relative, (mother, father, child, spouse, brother, sister, mother-in-law or father-in-law, brother-in-law, sister-in-law, step-parents, step-children, step-siblings, step-grandchildren, grandparents or grandchildren) and/or their relatives will not be considered a violation of this policy.

P. Voluntary Termination/Resignation [DD3]

Two (2) weeks written notice is requested if an employee resigns. An employee who has been with the Village longer than one (1) year and who resigns and gives two (2)

weeks written prior notice will be paid his or her remaining accrued vacation and personal time. An employee who voluntarily terminates employment without giving two (2) weeks prior written notice automatically waives his or her right to payout of any accrued leave. Employees who have been with the Village less than one year are not eligible for any payout of accrued time if they separate from the Village for any reason prior to their anniversary date.

Q. Rehiring an Employee

An employee who separates from the Village and who is later rehired will accrue any eligible length-of-service benefits based on the new rehire date. Any exceptions to this must be approved by the Village Board. A rehired employee's salary or wages must conform to the Village's adopted wage and salary ranges. If an employee's wage at the time of separation exceeds the range's current maximum for that position, the employee may be offered the maximum but may not exceed it. Any exceptions to this must be approved by the Village Board.

R. Employment Verification Inquiries

The Village is committed to protecting the privacy of each employee and maintaining the confidentiality of each employee's personal information to the extent allowed by law.

S. Reasonable Accommodation Policy

It is the Village's policy to comply with all relevant and applicable provisions of the Americans with Disabilities Act (ADA), as well as any State or local laws regarding disabilities in employment. The Village will not discriminate against any qualified employee or job applicant with respect to any terms, privileges or conditions of employment because of a person's physical or mental disability.

The Village will attempt to reasonably accommodate any applicant needing such accommodation in the hiring process. In addition, the Village will attempt to reasonably accommodate any qualified employee who is unable to perform the duties of the job due to a disability defined by local, state or federal law. An employee who believes he

or she is disabled and in need of accommodation should contact the Village Administrator.

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II. EMPLOYMENT CONDITIONS

A. ORIENTATION PERIOD^[DD4]

The orientation period is an extension of the recruiting process and provides ~~your~~the Department Head or Designee with the opportunity to judge ~~your~~an employee's potential for success in ~~your~~a new job. During this time, ~~you~~the employee will have the opportunity to demonstrate proper attendance, attitude and ability toward ~~your~~ job performance. If ~~you~~an employee does not successfully complete this orientation period or cannot perform the duties of ~~your~~the position, ~~you~~he or she will be subject to termination.

Generally, new employees are required to serve a twelve (12) month orientation period. The Department Head may extend the orientation period beyond this requirement, for up to an additional twelve (12) months, if it is deemed to be in the interest of Village service.

If ~~you are~~an employee is transferred to another job because of lack of performance ~~you~~he or she will be required to be subject to an additional six (6) month orientation period in the new position.

If ~~you have~~an employee has unsuccessfully completed any of the orientation periods referenced above or ~~are~~is unable to perform ~~your~~the duties that are required of ~~your~~the position, ~~you~~he or she will be subject to termination.

B. Work Schedules

The normal workweek shall consist of a flexible time period. The FLSA work period shall be from 12:00 a.m. on Saturday until 12:00 a.m. the following Saturday. Normal work hours for departments are:

DPW, ~~Water, WWT~~Water & Sewer Utilities

7:00 a.m. to 3:30 p.m. with one-half (½) hour unpaid lunch break from 12:00 noon to 12:30 p.m.

Bldg. Inspection

8:00 a.m. to 4:30 p.m. with one-half (½) hour unpaid lunch break from 12:00 noon to 12:30 p.m.

Office Hours

8:00 a.m. to 9:30 a.m.

Clerk's Village Administration Office

8:00 a.m. to 5:00 p.m. with one (1) hour unpaid for lunch. Employees who wish to work a "flex-time" schedule may take a one-half (1/2) hour unpaid lunch and accumulate up to 3 hours per week for use during that same week.

Office Hours (open to the public)

~~M-Th~~ Monday thru Thursday: 8:00 a.m. to 5:00 p.m., Friday: 8:00 a.m. to 12:00 p.m. (except as required by law)

Clerk/Dispatchers

8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 a.m. and 12:00 a.m. to 8:00 a.m. with one-half (1/2) hour paid lunch.

Hours:

The Dispatch Center is operational continually (24 hours per day, every day)

Shifts:

A full-time clerk/dispatcher's work schedule: five (5) shifts on, two (2) off, four (4) on and two (2) off. A shift differential of fifteen cents (\$0.15) per hour shall be paid for any hours worked between 4:00 p.m. and 8:00 a.m., including overtime hours if the overtime hours are pre-approved by the Police Chief.

The Village reserves the right to change these hours with or without notice.

All "flex-time" schedules allowed within any Village department must ensure proper coverage and completion of critical tasks during the stated work hours for each department. Each Department Head is responsible for documenting a policy for any ongoing flex schedule arrangements specific to the needs of their department and ensure employees are following that policy.

C. Meal and Rest Periods

Employees working more than six (6) hours may take a thirty (30) minute unpaid lunch/meal period. This meal period should be taken at the midpoint of the employee's shift. Employees are also eligible for a fifteen (15) minute paid break daily at 9:30 a.m. or at the discretion of the Department Head, or Designee. Clerk/dispatcher meals are one-half (1/2) hour paid.

D. Residency

The Village Administrator, Emergency Personnel (as defined on page 4), and Police Department Administration must reside within a twenty-five (25) mile radius of the Village center (intersection of County Highway ES and State Highway 83), as measured on a map. Fire Administration residency restrictions as required by the Fire

Commission.

E. Smoking

To promote a clean and healthy work environment for all employees, smoking is prohibited in all Village buildings, offices, meeting rooms, vehicles, work areas and on Village grounds except for specifically designated exterior areas.

F. Reporting Absences or Tardiness

In the event of illness or other absences, the employee must notify his/her Department Head or Designee at his/her earliest opportunity, and least thirty (30) minutes prior to the employee's starting time (two (2) hours for clerk/dispatchers). The employee must notify his or her Department Head or Designee each day of absence or for the expected length of the absence, e.g. funeral leave, vacation, sick, military leave, jury duty, etc. Failure to notify ~~your~~ the Department Head or Designee within twenty-four (24) hours from the beginning of their work shift on the first day of absence may be cause for denial of use of sick leave credit for the period of absence. Employees who are absent from work due to illness or injury for three (3) consecutive work days may be required to submit a doctor's certificate or other medical authorization prior to being permitted to return to work. A doctor's certificate may be required for any absence the day before or after a holiday. In the case of suspected abuse of sick leave, or to determine fitness for duty, the Administrator or Department Head, or Designee may request a doctor's excuse at any time. If an employee fails to submit the requested doctor's certificate, or the doctor's excuse is not acceptable to the Village (unless circumstances make it impossible to submit such an authorization), the employee will be considered to have voluntarily quit his or her job. This policy will be enforced consistent with the federal law on family and medical leave (FMLA).

G. Work Performance and Annual Review

All employees are expected to satisfy or exceed the levels of performance required of the positions in which they are employed. Employees consistently demonstrating poor performance will receive coaching and training opportunities in conjunction with performance reviews to ensure that standards are met. Employees who fail to meet expectations will be subject to possible transfer, demotion, or separation. Employee performances will normally be reviewed annually by ~~November-June~~ June 30th. Evaluations may be more frequent if deemed appropriate by the Department Head or Village Administrator.

Employees must maintain reasonable standards of work quality, consistent with experience and must accomplish work within the time limits established.

Employees will be evaluated by their respective Department Heads, who will review results with the Village Administrator. Department Heads will be evaluated by the Village Administrator, who shall review results with the Personnel Committee. Employees will have the opportunity to add comments to their evaluations. The Village Board will review the Village Administrator. The Fire and Police Departments report to the Fire Commission or Police Commission for all personnel matters.

All performance reviews will be signed by Department Heads and kept in the employee's personnel file.

Individual performance reviews may be used in conjunction with the "Wage" resolution as a factor in determining compensation increases. [Additional information regarding performance reviews as they relate to compensation increases can be found in the Village's Compensation Philosophy, Section III Item K; and Position Classification, Compensation and Performance Evaluation Program Policy, Section III Item L.](#)

H. Outside Employment

Full-time employees are discouraged from holding another full-time or part-time job if it is likely that in doing so the individual's efficiency or effectiveness as a Village employee may be impaired, if the nature of the outside employment is such that it will reflect adversely on the Village or if there is the potential for a conflict of interest. Full-time employees contemplating outside employment must secure the approval of their Department Head before accepting an offer of employment. Department Heads (except the Police Chief & Fire Chief) must secure the approval of the Personnel Committee before authorizing full-time employees to work on outside jobs. Police and Fire employees must get approval from their Department Head and respective Police or Fire Commission.

I. Concealed Carry

No employee is permitted to carry a weapon during working hours, except as otherwise authorized by the Village in the case of sworn law enforcement officers. A "weapon" is anything that is designed to injure or harm another person.

J. On Call

Due to the continuing growth of the Village of Mukwonago, and the added responsibilities that accompany that growth, it will be necessary for those employees now scheduled for weekend and holiday duty to be available "on call" for the entire weekend or holiday duty assignment.

Employees assigned to a weekend or holiday shift will be required to carry an electronic communication device and must be available to acknowledge the call within 15 minutes of receiving it. Employees are free to engage in any activities or travel outside the Village limits while on call; so long as the employees carry their electronic communication device with them at all times and can report for duty within a reasonable amount of time. When acknowledging the call, an estimated time for arrival must be provided. Protective Service employees will follow their respective procedures for responding to calls.

Employees are reminded to use Village equipment rather than their own vehicles when performing Village work. For the employee's own protection and for insurance purposes, it is important that an employee use Village equipment and trucks when performing any work, including on weekends and holidays.

K. Dress Code

All employees are expected to present themselves for work in neat and appropriate attire in light of the position held. Employees are expected to be clean and well-groomed at all times.

Grooming standards will be required based on safety requirements. These standards are at the direction of the Village Board and can be modified from time to time.

The reaction of our customers, the public, is very much affected by an employee's appearance. Employees can show interest and pride in their employment by dressing and grooming based on the requirements of ~~your~~ the position and by conducting ~~yourself~~ themselves in a professional manner at all times.

~~If you have~~ Employees should discuss any questions about appropriate attire, personal appearance or grooming requirements for ~~your~~ their job, ~~please see your~~ with the Department Head or Designee.

L. Political Activities

Employees are not allowed to take active part in any form of political campaigning, and shall not be coerced to participate in any form of political campaigning, while on Village

time or in uniform. Any violations shall be immediately reported to the District Attorney for investigation

M. Occupational Health and Workplace Safety

The physical well-being of every employee and member of the public is a primary consideration in every Village activity, whether that activity involves heavy machinery or performing a simple routine task. In order to help mitigate workplace injuries and other health concerns, the Village has established different departmental procedures and policies for keeping workspaces and worksites as safe as possible. Employees must comply with the Village's safety programs. There are basic rules and procedures that apply between all departments including:

Equipment Operation – The Village requires that you learn how to properly operate all the equipment that you are required to use under the course of your duties. Never operate equipment unless you have first learned how to safely operate that equipment. If you have any questions about the use of Village equipment, see your Department Head or Designee before attempting to operate the equipment.

Reporting - Be sure to report all unsafe working conditions to your Department Head or Designee. If you do have an accident, no matter how minor the injury, report it immediately to your Department Head or Designee. You must complete the necessary accident reports as soon as possible after the accident. Failure to timely report an accident or to file the necessary accident reports could jeopardize your eligibility for worker's compensation benefits and could lead to disciplinary action.

Training Course Attendance - All designated employees will complete and attend the safety training courses requested by the Village. The employee will sign a completion form and this will be kept in their personnel file. Failure to attend or complete the course in a reasonable time period after the request could result in dismissal.

Immunizations – All Village employees with occupational exposure will be provided with Hepatitis and other appropriate vaccinations at no cost. The Village will maintain record of all vaccinations. These records will be kept in a confidential and filed with the employee's personnel file.

Note that any Village employee who operates Village equipment or vehicles shall have an annual review of their driver's license and/or CDL. Driver's license reviews are performed by the Village Police Department. CDL licenses are reviewed through the Federal Motor Carrier Commercial Driver's License Drug and Alcohol Clearinghouse database. Employees whose job includes operating a motor vehicle shall keep their operator's license and all required endorsements current and valid and report any driver's license restrictions. Employees who are arrested, cited, or come under

investigation for any criminal or traffic offense, both within and outside of the Village of Mukwonago, shall report the incident, in writing, to their Department Head as soon as practical. This includes driver's license traffic and OAWI violations.

N. Health Examinations

Employees may be required to receive periodic occupational examinations and/or tests, e.g. pulmonary function, hearing, TB skin and fit tests, to certify an employee's continued ability to perform job duties or to serve as a measure of disease control.

If there is reasonable cause to believe an employee has an illness that can be detrimental to the health of employees or the public, the Village may require the employee to have a health examination to indicate whether the employee has such an illness. In situations such as the COVID-19 pandemic, employees who may have come in contact with an infected individual must follow current Village issued protocols to monitor symptoms and take necessary precautions to limit exposure to other individuals.

O. Emergency Closing of Village DD5 **Hall**

When traveling conditions are hazardous or Village Hall conditions are dangerous, the Village Administrator may approve closing the Village Hall, in consultation with the Village President and taking into consideration the closure of the Mukwonago Area School District buildings or activities and other closures in the surrounding area.

When closure occurs, employees will be notified via phone contact information maintained by Human Resources. It is incumbent that this information is accurate and up-to-date. Further postings of the closure will happen on site at Village Hall (if possible), using the Village's RAVE alert system, and on the Village's Facebook page.

Employees have the option of making up hours, taking accrued personal time, vacation time, or leave without pay for the missed time.

When weather conditions are not severe enough to warrant closing Village Hall but employees are unable to get to work due to hazardous travel conditions, they have the option of making up hours, taking accrued personal time, vacation time, or leave without pay for the missed time.

(Reserved for future use)

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III. EMPLOYEE COMPENSATION

A. Overtime and Compensatory Time - Hourly Employees [DD6]

All hourly employees, except paid on call, who work in excess of forty (40) ~~paid~~ hours per week will receive compensation for overtime. Paid on call employees who work in excess of fifty-six (56) hours per week will receive compensation for overtime. Employees must receive approval from their Department Head or Designee before working any overtime hours. Work in excess of forty (40) hours per workweek shall be compensated at a rate of one and one-half (1-1/2) times the employee's base rate of pay. ~~—~~ Clerk-dispatchers receive overtime for working over eight (8) hours per day or if required to work on a scheduled day off. One calendar day is defined as 12:01 a.m. to 12:00 a.m. Regular full-time hourly employees, called in to work on the following holidays will be paid double time with the approval of the Department Head or Designee: New Year's Day, Christmas Day and Thanksgiving. Clerk-dispatchers whose regular work day occurs on a Village holiday will be paid their regular hourly pay and are entitled to schedule an extra personal day according to Police Department policy.

Compensatory time is time allowed off in lieu of overtime pay for hours worked in excess of forty (40) over a week and will be earned at the rate of time and one-half for each overtime hour worked. Compensatory time may be permitted in lieu of overtime pay up to eighty (80) hours in a fiscal year. Compensatory time will be scheduled at the discretion of the Department Head. Compensatory time not scheduled off by December 1 in any year will be paid on the employee's final paycheck for that year at the employee's current rate of pay. Any planned use of compensatory time off should be scheduled with the employee's Department Head or Designee no less than two (2) days in advance. Before compensatory time may be used, the Department Head must approve it. Compensatory time off cannot be used in less than one (1) hour increments.

For purposes of determining over-time and compensatory time, forty (40) hours are hours actually worked by the employee. Paid time off during the work week does not count towards the forty (40) hours except in emergency situations such as snow plowing or water main breaks. Employees called in during emergency situations will be paid for hours worked in excess of forty (40) hours per week inclusive of any paid time off taken during that same week.

~~Before compensatory time may be used, the Department Head must approve it. Compensatory time off cannot be used in less than one (1) hour increments.~~

B. Call-In Pay

In the event full-time hourly employees in the Department of Public Works, Water Utility, or Sewer Utility are called for work after their normal workday has been completed, they shall receive a minimum payment of two (2) hours pay at time and one-half (1½). This provision shall not apply to hours contiguous to the scheduled workday. This call-in pay is only applicable to full-time hourly employees in the Department of Public Works, Water Utility, or Sewer Utility.

C. Payday

All employees shall be paid by direct deposit to a financial institution identified by the employee. The rules for direct deposit shall be as set forth by the administration of the direct deposit plan and can be modified.

The regularly scheduled payday is biweekly, every other Friday. However, if an employee's time ~~slips-cards~~ are not turned in by payroll processing, which is 10:00 a.m. on Monday before payday, the employee's regularly scheduled payday will not fall on that Friday, but the next biweekly payday. If a holiday falls on a Friday, payday will be the last working day before the holiday period.

All time cards must be approved and initialed by the Department Head or Designee.

D. Mileage Reimbursement

Employees who use their personal car for Village business shall be reimbursed at the current IRS rate.

E. Clothing Allowance

Water Utility employees, WWTP employees and Public Works employees are eligible to receive uniforms, rental and cleaning ~~paid~~ by the Village. The building inspectors are eligible to receive an annual clothing allowance of up to \$200-00. The police chief, ~~assistant police chief~~ and lieutenants are eligible to receive an annual clothing allowance of up to \$~~550~~600.00. Clerk/dispatchers are eligible to receive an annual uniform allowance ~~of~~ up to \$250. The Fire Chief is eligible to receive an annual clothing allowance of up to \$500 and paid-on-call and paid-on-premise staff are eligible to receive an annual clothing allowance of up to \$50. All employees designated by the Village as requiring safety shoes shall receive an annual reimbursement credit of up to \$100-00. Reimbursements for any clothing or uniform allowances will be made upon submission of receipt.

F. Meal Reimbursements

Employees who pay for meals “out-of-pocket” while conducting Village business, such as attending a seminar or conference related to his or her duties are entitled to be reimbursed for their expense. The Village will not reimburse employees for alcoholic beverages. The Village follows the meal maximum limits established by the University of Wisconsin (UW) System (<http://www.bussvc.wisc.edu/acct/Policy/travel/meals.html>). Meals will generally be reimbursed at a rate of \$13 for breakfast; \$17 for lunch; and \$25 for dinner. [DD7] When an employee is entitled to, and personally incurs the cost for two or more consecutive meals in a day, he/she may exceed the allowed maximum on one or more of those meals as desired, as long as the total allowable maximums for the consecutive meals are not exceeded and the costs were actually incurred. Each day is considered separately, i.e. savings do not accrue and cannot be applied to expenses claimed on another day. Meals already included in the conference registration cost or lodging are not separately reimbursable. All meal claims must be supported by a receipt. Itemized slips from travel card/credit cards are acceptable receipts. To be considered reasonable, a cost must generally be incurred outside the control of the individual. Generally, if the employee has a choice in the selection of the restaurant or the menu items, he/she is expected to stay within the maximums. Village issued credit cards may be used pursuant to the Village credit card policy. Employees who have exceeded the costs allowed must have receipts reviewed and approved by their Department Head or designee prior to submitting them for reimbursement or as support for a credit card transaction.

G. Lodging

The Village will reimburse employees required to stay away from their homes overnight while on Village business or attending a conference or seminar related to their duties for their lodging. Employees are expected to arrange for ~~reasonable~~ lodging facilities to minimize the cost as much as reasonably possible and to provide the Village’s tax exemption certificate to the facility to avoid paying unnecessary taxes.

H. Payroll Deductions

Standard deductions from an employee’s paycheck will include the following: State and Federal withholding tax; Social Security; Retirement (when eligible); Health Insurance, AFLAC or any other Section 125 cafeteria plans offered to eligible Village employees. The availability of any Section 125 plan is the sole discretion of the Village Board.

I. Longevity

After five (5) years of continuous service, an employee may be eligible to receive longevity compensation. Longevity is paid once each year during the first pay period in December. Longevity rates are as follows:

After five (5) years of service	\$250.00
After ten (10) years of service	\$350.00
After fifteen (15) years of service	\$450.00
After twenty (20) years of service	\$500.00

For those employees who leave employment by a voluntary ~~quit~~ separation or retirement, the Village will provide prorated longevity pay to that employee based on the number of months worked prior to leaving employment.

The Village reserves the right to change or eliminate the longevity rates with or without notice.

J. Educational And Conference Leave

Department Heads may authorize attendance at schools, seminars, meetings, etc. or other travel for work-related activities of employees under their supervision within budget guidelines. Registration fees will be paid for employees who attend such functions with the prior approval of the Department Head or Village Administrator within budget guidelines.

FK. COMPENSATION PHILOSOPHY

Definition and Purpose

The Compensation Philosophy is a statement that guides the design of the compensation system and strategy. The statement aligns total rewards (cash compensation and benefits) with the goals for recruitment and retention of employees. The philosophy takes a comprehensive, long term focus and explains the compensation program's goals and how the program supports the employer's long-range strategic goals. Without a compensation philosophy, compensation decisions tend to be viewed from a short-term tactical standpoint apart from the Village's overall goals.

Objectives

The Village of Mukwonago recognizes that its employees play a unique and significant role in the provision of municipal services. The Village endeavors to recruit, train and develop cohesive, high quality professional staff that will excel in providing public services. It is the compensation philosophy of the Village to provide a total compensation package (salary and benefits) to attract quality staff. As such, individual employee performance is also an important component of the Village's compensation system.

The Village has identified the following objectives in its compensation philosophy and program:

- Provide fair and equitable rates of pay to employees
- Develop a system that establishes a market rate for each position classification and states the minimum and maximum rates that the Village will pay individual employees in those classifications
- Establish rates of pay that allow the Village to successfully compete for, recruit and retain qualified employees with a higher level of prior related work experience while being fiscally responsible with public resources
- Ensure that pay rates for existing employees are based on individual performance that meets or exceeds expectations and reflects changing economic conditions
- Develop a pay system that allows employees to progress through the pay ranges as long as their performance consistently meets or exceeds expectations based on a formal annual performance evaluation
- Implement pay administration policies and procedures that ensure consistent application throughout the Village
- Ensure that the compensation program is understandable to employees, Department Heads, Village Board, and the public
- Allow the Village to retain experienced employees

Position Descriptions and the Classification Plan

Position descriptions comprise the basis of the compensation program. The position description outlines the primary purpose of the position; the essential functions, knowledge, skills and abilities required to perform the job; education and certifications required; as well as minimum and desired qualifications. To determine proper placement within the Village's classification plan, the following nine factors are considered and rated:

1. Education
2. Work Experience
3. Decision-making and Independent Judgement
4. Responsibility for Policy Development
5. Planning
6. Contact with Others
7. Supervisory Responsibilities
8. Working Conditions
9. Use of Technology or Specialized Equipment

Each position is scored based on the above criteria and grouped in the classification plan with other positions which are similarly scored. Pay ranges are based on these groupings in the classification plan, not on individual positions. Employees who possess qualifications outside of position requirements will generally not receive additional compensation for those qualifications.

The organization will review position descriptions at any time there is a major change in the composition of a position to ensure the position description remains accurate and up to date. The content of the position descriptions remain the responsibility of the Village Administrator and Village Board.

Reclassification

Occasionally a position within the organization may undergo a significant change in duties in order to meet the needs of the organization. In that case, the position description will be reviewed and when applicable, updated with new areas of responsibility. Based on the significance of the change, the Village Board will determine if a change in salary is required. Reclassifications may be initiated by the Village Administrator, but staff may also request a review through the Village Administrator.

External Market Analysis

In order for the organization to attract and retain employees, it is necessary to evaluate the external market to determine if our total compensation package is appropriate. To remain competitive, it is the intent of the Village to review the external market every five to seven years or more frequently when so determined by the Village Board. The municipalities selected for comparison are similar to the Village of Mukwonago and include cities and villages located near and around Mukwonago geographically and those which will be comparable as the Village grows. This group includes municipalities close to Mukwonago's current population and the projected population at the time of the next expected review of the external market.

In determining a municipality's comparability to the Village of Mukwonago, financial criteria is also used. Factors considered include: equalized value; property tax levy and tax rate; basic spending per capita; per capita income; operating spending per capita; general obligation debt and shared revenue.

Compensation Plan

The Compensation Plan for the Village includes the classification of positions with ranges established for each classification. Each range has a 35% spread based on the initial market survey's recommendation of the study's consultant. Employees move through the established ranges through Village Board approved cost of living adjustments (COLA) or merit-based increases based on performance. Performance evaluations must be completed by June 30th and submitted to the Village Administrator for review. Employees with performance ratings of meeting or exceeding expectations may be eligible to receive an increase in the beginning of the new budget year provided an allocation for COLA has been made by the Village Board as

explained in Item XI of the Village's Classification, Compensation and Performance Evaluation Program Policy.

Employees with performance ratings of below expectations or needs improvement will not receive an increase until the performance rating improves to meeting expectations or higher. An employee who is at the maximum of the pay range may still be eligible for a performance based increase as described in the Village's Classification, Compensation and Performance Evaluation Program Policy.

Annually, the Village Board will review the compensation plan and may recommend changes due to factors such as recruitment and retention issues. Prior to preparing the annual budget, the Finance Director will present the current budget year's Compensation Plan classification ranges adjusted by a factor to maintain ranges comparable to the market. The annual adjustment to the ranges will be based on the average annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the 12 months ending June 30. The CPI-U was chosen as it is representative of 89% of the total U.S. population. A negative CPI-U will result in no change to the established ranges for the subsequent budget year. The Village Board reserves the right to deviate from the compensation plan when, in sole judgment of the Board, market conditions or other circumstances dictate such a decision.

Compensation Plan Adjustment Implementation

Effective the date of implementation as determined by the Village Board, employees in positions where the pay rate is adjusted upward as a result of a market study or pay equity review will have their base rate brought up to the minimum pay established for the range in which the position is classified. Employees whose pay exceeds the established range will not be eligible for base rate increases but will not suffer a pay cut. Instead, the employees' base rates shall be frozen until such time as their pay range maximum exceeds their current base rate of pay. Employees whose base rate falls within their established range will not be eligible for a base rate adjustment solely based on the market study implementation.

Any future market adjustments will be handled in the same manner as described above. Some possible exceptions to base rate adjustments are described in the Classification, Compensation and Performance Evaluation Program Policy, under the Compensation Plan section, item V(k).

GL. POSITION CLASSIFICATION, COMPENSATION AND PERFORMANCE EVALUATION PROGRAM POLICY

Classification Plan

I. Position Classification Plan.

The Village Board has adopted the following Position Classification Plan. The Classification Plan includes all non-represented positions in the Village, with the exception of temporary or seasonal positions. Each position will be placed in the Classification Plan with positions which scored similarly in the position evaluation process. Pay ranges based on external benchmarking are established for the classification and apply to all the positions within that classification.

Position descriptions outline the primary purpose of the position. Written descriptions for all positions will include the following:

- a. A position summary which explains the nature of the work responsibilities of the position;
- b. The essential duties and responsibilities;
- c. Position requirements such as the knowledge, skills, and abilities necessary for performance of the work;
- d. A statement of the education, experience and training required, and desired (if different) for recruitment;
- e. Specialized requirements such as licensures, certifications, or registrations;
- f. Physical requirements and working conditions

Each position is evaluated and scored using the following nine criteria:

1. Education
2. Work Experience
3. Decision-making and Independent Judgement
4. Responsibility for Policy Development
5. Planning
6. Contact with Others
7. Supervisory Responsibilities
8. Working Conditions
9. Use of Technology or Specialized Equipment

The scoring of the position determines its placement within the classification plan. Major changes to a position description will prompt a review against the scoring criteria to determine if a change in classification is warranted. The content of position descriptions are the responsibility of the Village Administrator and the Village Board.

II. Maintenance of Classification Plan

The Village Administrator has overall responsibility for the Classification Plan and has designated responsibility for the maintenance of it to the Finance Director. Any changes recommended by the Finance Director will be reviewed and approved by the Village Administrator prior to recommendation to the Village Board for implementation.

Department Heads will be responsible for notifying the Finance Director of substantive changes in the nature of the duties, responsibilities, working conditions, or other factors affecting the classification of any existing position in their department. The Finance Director will work with the Department Head to review and analyze changes in position and determine whether the change in the nature or level of duties and responsibilities warrants a revision in the scoring of the position and/or a new title. The Finance Director will determine whether the changes result in a reassignment to a different pay range within the Classification Plan. Significant updates to position descriptions, the creation of new position descriptions and any recommendation to changes of the positions within the Classification Plan will be brought before the appropriate committee for approval and recommendation to the Village Board for adoption.

III. Classification of New Positions

The Finance Director will be responsible for the analysis and placement of new positions within the Village's Compensation Plan.

IV. Amendments of the Position Classification Plan

The Village Board will approve amendments to the Position Classification Plan by adding, changing, or deleting positions or classes of positions and pay ranges based on internal analysis, market comparisons, authorized budget allocation, and other relevant factors, based upon the Finance Director's recommendations and Village Administrator's review. The Village Board reserves the right to modify or eliminate all or any portion of the Classification Plan at any time.

Compensation Plan

I. Coverage of the Compensation Plan

The Village Board has adopted the following Compensation Plan. The Compensation Plan includes all non-represented position classifications in the Village, with the exception of temporary or seasonal positions.

II. Objectives

The Village recognizes that employees play a significant role in the provision of services in the community. The Village strives to recruit and retain high quality employees to provide public services. Please refer the Village of Mukwonago's Compensation Philosophy document for additional information on the objectives the Village Board seeks to achieve through its Compensation Plan.

III. Compensation Plan

The Compensation Plan is designed to establish and maintain a pay structure which attracts, motivates, recruits and retains qualified employees; is competitive with the local labor market; and recognizes and rewards individual employee performance. These objectives are accomplished through the use of:

- a. A formal position evaluation and classification system
- b. Competitive compensation structure with pay increases based on cost of living and/or performance factors as the Village budget allows.
- c. Pay ranges with an established minimum and maximum rate based on the external market and on the placement of the position within the Classification Plan.
- d. Performance evaluation as a major component of the Village's Compensation Plan and a basis for employee development. Employees may receive merit increases based on the results of individual employee performance evaluations as the Village budget allows.
- e. Annual review and evaluation of the overall Compensation Plan with communication to the Village Board of any recommended changes.
- f. The Compensation Plan, and/or individual wage adjustments, may be limited by budgetary constraints and be structured accordingly.

IV. Maintenance of Compensation Plan

As part of the annual budgetary process, the Village Administrator and Finance Director will review the status of the Compensation Plan and evaluate any amendments to maintain an up-to-date and competitive compensation structure.

The Village Administrator will recommend to the Village Board any modifications to the plan based upon a study of local economic conditions, the financial state of the Village's budget, and market/merit conditions of position classifications and other relevant factors.

V. Pay Adjustments

The Finance Director will be responsible for implementing all pay adjustments approved by the Board. Pay adjustments may occur as a result of the following:

- a. Cost-of-Living Adjustment (COLA):** The Village Board may grant a cost-of-living adjustment each fiscal year based on the recommendation of the Village Administrator and budgetary considerations. Only employees who achieve a Meets or Exceeds Expectations on their annual evaluation will be eligible for the cost-of-living increases which will go into effect at the beginning of the new budget year. The minimum and maximum values for each range will be adjusted annually based on the average annual percentage change in the Consumer Price Index for all Urban Consumers (CPI-U) for the 12 months ending June 30. The CPI-U was chosen as it is representative of 89% of the total U.S. population. A negative CPI-U will result in no change to the established ranges for the subsequent budget year. Employees who are at the minimum of the range prior to the CPI-U adjustment will be brought up to the new minimum (assuming a positive CPI-U) even if no other COLA or merit-based increases are granted.
- b. Movement within Ranges:** An employee who receives an evaluation of Meets or Exceeds Expectations and who will not exceed the range maximum for his or her position classification will receive the COLA increase approved by the Village Board for the succeeding budget year. Increases will be effective for time worked beginning January 1 of the new budget year.
- c. Range Maximums:** An employee whose current pay exceeds the maximum established for his or her pay range will be kept at that base rate until the CPI-U adjusted range maximum catches up to the pay rate. At that point the employee will receive an increase not to exceed the CPI-U adjusted range maximum, assuming a performance rating of Meets or Exceeds Expectations.
- d. Performance-Based Increase:** Performance-based increases may be authorized by the Village Board in conjunction with the Village's Performance Evaluation Program. Performance increases are based on an individual employee achieving an "Exceeds Expectations" rating on the annual performance evaluation which must be completed and submitted to the Village Administrator by June 30th for the prior calendar year. Department Heads must review all evaluations with the Village Administrator prior to discussing evaluation with the employee, particularly those evaluations which exceed expectations to ensure the eligibility for the increase. Performance-based increases up to the amount of \$1,000 will be paid to the approved employee on the first paycheck in February of the new budget year following the performance evaluation, provided sufficient financial resources have been allocated per item XI of this policy. At the discretion of the Village Administrator and Village Board, in consultation with the employee's supervisor, employees may also receive a merit-based adjustment to their salary in lieu of a one-time performance-based increase.

- e. Demotion:** An employee may receive a decrease in pay due to a demotion to a lower level position assigned to a lower pay range. The Department Head will recommend a proposed pay level which will be subject to review and approval by the Village Administrator and confirmed by the Village Board.
- f. Promotion:** An employee promoted to a position classification with a higher pay range, will be brought up to the minimum base rate for that range if his or her current rate is below that amount. An additional wage adjustment may be granted as the Village budget allows. The Department Head will recommend a proposed base rate which will be subject to review and approval by the Village Administrator and confirmed by the Village Board.
- g. Reclassification:** When a position is reclassified resulting in the assignment of the position to a different pay range, the employee's pay may be adjusted in accordance with the pay range for the newly assigned classification. The Department Head (unless the position in question is a Department Head position) will recommend a proposed base rate which will be subject to review and approval by the Village Administrator and confirmed by the Village Board.
- h. Transfer:** The Village Administrator may adjust the pay of an employee transferred to a new position within the range as recommended by the Department Head subject to confirmation by the Village Board.
- i. Other Increases:** Other pay increases may be granted from time to time with the approval of the Village Administrator and Village Board. For example, the assumption of duties outside of the normal scope of the position description may have an additional amount paid to the employee as compensation for those duties pending approval by the Village Board. This additional amount will be removed when the employee no longer performs the additional duties.
- j. Qualifications Outside of Position Requirements:** Position placement within the Classification Plan is based on the stated functions and requirements of the position. Employees who achieve certifications, educational degrees, or some other qualification outside of position requirements will generally not receive additional compensation for those qualifications although the Board may recognize such achievement with a one-time recognition.
- k. Implementation of Compensation Plan Adjustments Based on External Market Studies or Equity Review:** Employees in positions where the pay rate is adjusted upward as a result of a new market study or pay equity review will have their base rate brought up to the minimum established for the range in which the position is classified. Employees whose base rate falls within the established range will generally not receive a base rate adjustment. Employees whose pay exceeds the maximum will not be eligible for a base rate increase.

Exceptions to the above: The Board may approve an additional one time 1-3% increase to the base-rate for employees whose pay falls within 15% the bottom of the

established range for their position's classification relative to the length of time they have been in the position. Increases may be granted in the following scenarios:

<u>Years in Position</u>	<u>Adjustment</u>
<u>1-3 Years</u>	<u>0%</u>
<u>Over 3 and up to 8 Years</u>	<u>1%</u>
<u>Over 8 and up to 15 Years</u>	<u>2%</u>
<u>Over 15 Years</u>	<u>3%</u>

VI. Amendments to the Compensation Plan

The Village Board reserves the right to modify or eliminate all or any portion of the Compensation Plan at any time.

Performance Evaluation Program

I. Coverage of the Performance Evaluation Program

The Village Board has adopted the following Performance Evaluation Program which is based on position-specific competencies. The Program will include all non-represented positions in the Village, with the exception of temporary or seasonal positions.

II. Objective

The primary objective of the Village of Mukwonago's Performance Evaluation Program is to encourage a high level of employee performance and recognize Village employees who exceed established competency standards utilizing an objective evaluation system. As such, the program will reward performance for those who exceed those standards in serving the citizens of the Village of Mukwonago. The Performance Evaluation Program also serves to identify areas where employee improvement or development is needed in order to meet the established standards for the position.

III. Implementation

The Village Administrator, under the direction of the Village Board, is responsible for implementation of the Performance Evaluation Program.

IV. Definitions

a. Annual Evaluation Period: The annual performance evaluation period for employees will be on a twelve month calendar basis, with evaluations due to the Village Administrator by June 30th

b. Competency: A required performance factor identified as essential for the position

c. Performance Increase: An annual increase in pay based on an employee exceeding established performance standards.

d. Performance Goal: A projected result using the S.M.A.R.T. criteria.

e. Evaluator: An individual having supervisory authority over the employee. The Evaluator is designated as a Department Head, Department Supervisor or the Village Administrator. The Village Board will evaluate the performance of the Village Administrator.

V. Policy

- a.** Individual employees' performance is formally evaluated annually on a twelve month basis ending June 30th. All employees covered by this policy are evaluated based on their performance on established performance factors, defined performance levels, and approved goals.
- b.** Eligible employees who have been promoted/transferred/demoted and are in an introductory period status may receive a performance increase upon completion of their introductory period.
- c.** Employees who receive an overall rating of Below Expectations may be provided an opportunity to improve their performance at the Village's discretion. If the opportunity for improvement is granted by the Village, the employee will be placed on probationary status and a performance improvement plan will be developed and followed for the period specified in the plan. Improvement plans should not exceed 90 days. A 30 day extension may be granted if needed and approved.

VI. Performance Factors

Employees are evaluated on the basis of position specific performance competencies designed to measure significant dimensions of their performance. All performance factors are defined on the Performance Evaluation Form.

VII. Establishing Performance Goals

Goals will be established for each employee covered by the Performance Evaluation Program. Employees may have the opportunity to develop performance goals and discuss them with their Department Head to ensure conformity with unit objectives and the Village's goals and objectives for that particular office or department. For employees in their introductory period, the Department Head will develop the employee's initial goals. Department Heads must approve all employee proposed goals and will have the discretion to reject, change or establish alternate goals that best serve the department.

VIII. Rating Employee Performance

An employee's performance is evaluated based on the degree to which he or she demonstrates behaviors described within each pre-established performance competency and, where applicable, on attainment of performance goals. For each performance competency, the evaluator selects the level, which most closely describes the employee's performance. The four (4) levels of performance ratings are:

- a. Exceeds Expectations:** Employee consistently performs above the established performance standard for the competency. In addition, the employee regularly makes positive contributions to the work unit that demonstrates creativity and initiative. Employee has complete understanding of all the requirements of the position and how they relate to the goals of the organization, the mission of the department and the needs of other departments. Employee takes a leadership role in developing new ideas on how to improve the level of service and possesses the job knowledge, skills and abilities required to successfully complete all assigned tasks efficiently and effectively. Only a small number of employees typically achieve this level of performance.
- b. Meets Expectations:** Employee maintains performance level in accordance with the established standard for the competency and performs position duties at or near full proficiency. Employee's work is completed accurately and on time and the employee works well with associates and the public. The majority of all employees perform at this level.
- c. Needs Improvement:** Employee is not meeting some of the performance standards for established competencies. Employee may be lacking some of the required knowledge, skills, and abilities required to perform some tasks to established standards. Coaching and additional training may be necessary to raise the employee's performance level.
- d. Below Expectations:** Employee is not meeting a significant number of performance standards established for the competencies required of this position. Employee lacks the required knowledge, skills and abilities and is unable to perform many of the tasks required of the position. Corrective measures are necessary and a formal performance plan should be implemented.

It is anticipated that ratings of "Exceeds Expectations" or "Below Expectations" are the exception, not the rule.

IX. Establishing Overall Ratings

Employees' overall performance ratings will be correlated to any merit increases that are authorized by the Village Board for the following budget year. Employees who receive a performance rating of Below Expectations may be placed on a performance improvement plan and will be ineligible for any pay increase until a Meets Expectations level is achieved.

X. Frequency of Ratings

An employee's performance is formally evaluated once during the calendar year with the following exceptions.

- a. Orientation Period:** An employee who is in an orientation period (generally 12 months) will be evaluated upon completion of the approved period. These evaluations should be submitted to the Village Administrator, no later than fifteen (15) calendar days prior to the close of the employee's orientation period. An employee may be terminated at any time after consultation with the Village Administrator.
- b. Extended Orientation Period:** If a new employee's overall performance is less than Meets Expectations and the employee is not terminated, the Department Head may request in writing to the Village Administrator, an extension of the employee's orientation period up to 90 additional days. The time frame specified in subparagraph (a.) above will apply to submission of the extended introductory period evaluation.
- c. Transfer/Resignation of an Evaluator:** A performance evaluation is submitted for an employee at the time of transfer, promotion, or resignation of the Evaluator, provided an employee performance evaluation has not been completed within ninety (90) days. This process facilitates the new evaluator's ability to evaluate the employee's entire rating period.
- d. Diminished Performance:** If at any time during the evaluation period an employee's performance diminishes and falls Below Expectations, the employee may be placed on probation, counseled and placed on a performance improvement plan as deemed appropriate by the Department Head and approved by the Village Administrator. The employee may be terminated at any time after consultation with the Village Administrator.

Evaluators are responsible for ensuring all documents are forwarded to the Village Administrator according to the time requirements outlined in this policy.

XI.Administration of Performance Evaluation Process

Annual Fund Allocation Process

The Village Administrator, working with the Village Board, will annually review the operation of the Performance Evaluation Program and the following process will be utilized in developing budget estimates of funds to be allocated to the various departments of the Village.

- a) The Finance Director will determine the dollar amount to allocate to each department based on the performance evaluation rating results submitted by June 30th and approved by the Village Administrator.**

- b) Performance increase recommendations will be clearly supported by each respective employee's performance evaluation rating. The Village Administrator and Village Board will give final approval of all recommendations for performance-based pay increases.
- c) The total amount of funds dedicated to performance increases will be recommended for approval as part of the annual budget process.

Employee Performance Evaluation Administrative Process

- a. All evaluations are to be conducted using the performance competencies identified by the Department Head for the position.
- b. Evaluators should review performance notes and other documentation gathered throughout the evaluation period on individual employee's performance on the essential duties and responsibilities of the position, other performance factors and on the established goals for the evaluation period. Evaluators will also establish goals for the next evaluation period for each employee supervised.
- c. Employees should review information relative to their individual performance during the evaluation period in preparation for the evaluation.
- d. Supporting examples and/or commentary must be provided for ratings that are above or below the "Meets Expectations" standards. These comments should amplify or explain why or how you chose a particular level of performance.
- e. **Important! Evaluators will turn in their proposed Performance Evaluations to the Village Administrator *prior to* meeting and discussing them with the employee. If the proposed Performance Evaluation is acceptable, the Village Administrator will sign the evaluations and return them to the Evaluator for review with and signature from the employee. If the Performance Evaluation is not acceptable, the Village Administrator will discuss the evaluation with the Evaluator as to areas of the evaluation that are unacceptable and require modification.**
- f. Employees and evaluators sign the Performance Evaluation form to signify this process was accomplished.

XII. Performance Goals

- a. Apply the S.M.A.R.T criteria to performance goals. These are designed to answer the Who, What, Where, When, Why and How of job expectations for the coming year.
- Specific: The goals should identify a specific duty, action, project or event.
 - Ask – What exactly will be accomplished?

- **Measurable:** Describe the measurements to be used to determine that the results or outcomes expected have been achieved.
 - Ask – How will I know when the goal has been reached; what defines a successful outcome?
- **Attainable:** Goals should challenge people to do their best, but they need to be attainable.
 - Ask – Is this goal reachable? What resources are needed to reach it?
- **Relevant:** Goals must directly pertain to the performance that is being managed.
 - Ask – Why is this goal significant to the employee's job or department?
- **Timely:** Goals must have starting and ending points. This will help employees focus their efforts, and to plan accomplishment of goals around day-to-day duties and crises.
 - Ask – When does this goal need to be achieved?

XIII. Monitoring Performance

While formal evaluations are an annual process, performance feedback should not be a once-a-year event, Department Heads and Supervisors should be providing feedback to their employees (both positive and negative) on a regular basis throughout the year regarding performance. Employees should never learn about an important issue for the first time during the annual review. The evaluation is not a substitute for recognition, coaching, or discipline that should occur throughout the year.

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(Reserved for future use)

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IV. EMPLOYEE BENEFITS

A. Benefit Year

The employee Benefit Year coincides with the Municipal Year. All employees are expected to schedule and use their vacation, personal and compensatory time during the calendar benefit year. Department Heads are authorized to extend vacation and/or personal time up to 120 days into the succeeding year. Compensatory time, either earned after the first December payroll or scheduled and then cancelled due to a departmental emergency may also be extended and used in the succeeding year within the first 120 days.

B. Group Insurance Benefits [DD8]

All regular full-time employees are eligible for group medical insurance benefits and a flexible spending account the first of the month after a full month of employment. ~~The Village shall fund the flexible spending plan as follows: Family—\$500.00/year and Single—\$250.00/year.~~ An employee shall be eligible for life insurance pursuant to applicable State of Wisconsin Life Plan rules. The Village has the sole discretion to determine what insurance benefits will be provided and the level of benefits to be offered. Specific provisions regarding these benefits are explained in separate booklets.

Family or Single ~~plans flexible spending contributions~~ are defined as: If the employee has a family health plan ~~then~~ they would received the flexible spending family ~~plan contribution of \$500 per year~~; if they have the single health plan or ~~no health plan have waived participation in a health plan, then~~ they would receive the flexible spending single ~~plan contribution of \$250 per year~~. Employees have 60 days from the end of the benefit year to submit receipts for reimbursement or 60 days from separation from the Village to submit receipts for reimbursement.

Employees make take advantage of available supplemental Vision and Dental plans. Participation in these supplemental plans are at 100% employee cost.

Any questions concerning the Village's benefit programs should be directed to your Department Head or Designee or the Village Administrator.

C. Health Reimbursement Account (HRA)

~~In 2015 all active employees who were participating in the group medical insurance benefit had an HRA established for Dental and Vision expenses not covered under the insurance plan. Beginning in 2016, the health insurance benefit included an option for dental insurance and those employees who chose the dental plan included with the health insurance were not eligible to receive the HRA funding. In both 2015 and 2016,~~

~~the funding of the HRA for eligible full-time employees with Family coverage was \$1,000 per year and with Single coverage was \$500 per year. Beginning in 2017, the Village's annual funding to an HRA account for eligible employees who enroll in health insurance but who opt out of the dental option, will equal the cost to the Village of the dental option, not to exceed the originally established HRA funding limits of \$1,000 for family coverage and \$500 for single coverage. For example, if the cost to the Village to provide the dental option to employees is \$600 for a family plan but the employee opts out of the dental coverage option, \$600 will be funded into the employee's HRA.~~

~~Unspent amounts can be rolled over into subsequent years with balances capped at \$3,000 for family plans and \$1,500 for single plans. The Village reserves the right to reduce these caps in the future. The funding and caps for part-time employees will be prorated according to the percentages in the ranges established for health insurance. Effective January 1, 2021, the Village will no longer provide funding to HRAs.~~

An active employee who decides to discontinue participating in the group medical insurance plan will forfeit any unspent balances in the HRA account. The employee's HRA will be terminated the same date that the insurance coverage ends. Similarly, employees who have balances less than \$ _____ will be given a date by which to spend the funds, after which the account will be terminated to avoid incurring ongoing administrative costs.

~~Funding towards the HRA will cease upon separation from the Village. Any unspent balances in the HRAs are the property of the Village and will be retained by the Village when an employee separates. Employees who continue to be enrolled in the insurance plan either through COBRA or as an annuitant will continue to have access to the balances in their accounts until they cease participating in the insurance plan.~~ [DD9]

D. Hospitalization and Surgical Care Insurance

The Village shall provide hospital and medical coverage insurance. The Village may, from time to time, change insurance carriers and/or plans.

Effective January 1, 2012, the Village will pay eighty-eight percent (88%) of the lowest Wisconsin Public Employers Group Health Insurance Program (State Health Plan) in the Village's primary service area (Waukesha County). The employee shall pay the premium difference between his/her plan and the Village's contribution through payroll deduction.

The Village provides a medical reimbursement account for employees and premium conversion program so employees may pay premium contributions and other costs of the health insurance plan on a pre-tax basis (effective May 1, 2001).

No employee shall make any claim against the Village for additional compensation in lieu of or in addition to the cost of his/her health insurance coverage.

The Village shall not provide two family health insurance plans for married employees if both parties are employed by the Village.

Part-Time employees who are eligible for the Wisconsin Public Employers Group Health Insurance Program (State Health Plan) will have the Village's cost of the benefit (i.e. the 88% the Village pays towards a Full-Time employee's premium) prorated based on the weekly hours the employee is regularly scheduled to work as indicated within the following ranges:

- 35 to 35.49 hours per week, Village will pay 88% of the Village's cost
- 30 to 34.99 hours per week, Village will pay 75% of the Village's cost
- 25 to 29.99 hours per week, Village will pay 63% of the Village's cost
- 20 to 24.99 hours per week, Village will pay 51% of the Village's cost
- Less than 20 hours per week, Village will pay 25% of the Village's cost

As an example, if the total premium of the lowest cost qualified plan within the Village's service area is \$20,000, the Village's cost for a Full-Time employee is \$17,600. The percentages stated in the ranges above are applied against the \$17,600 for eligible Part-Time employees to determine the Village's cost of the benefit. The employee pays the difference between that calculation and the total cost of the premium selected by the employee.

Eligible Fire Department Paid on Call or Paid on Premise employee proration of benefits are based on a fifty-six (56) hour full-time schedule:

- 49 to 55.49 hours per week, Village will pay 88% of the Village's cost
- 42 to 48.99 hours per week, Village will pay 75% of the Village's cost
- 35 to 41.99 hours per week, Village will pay 63% of the Village's cost
- 28 to 34.99 hours per week, Village will pay 51% of the Village's cost
- Less than 28 hours per week, Village will pay 25% of the Village's cost

E. Continuation Of Health Insurance

~~You~~ Employees are eligible for continuation of ~~your~~ health insurance coverage when certain events occur.

Also, a spouse and/or dependent children insured in the Village group health plan may be eligible for continuation coverage, when certain events occur. ~~You~~ Employees will

be notified if ~~you~~ the employee or a family member have a qualifying event and are eligible for continuing coverage.

Complete information about the circumstances under which ~~you~~ an employee, a spouse and/or dependent children may become eligible for continuation coverage will be given to ~~you~~ employees at the time ~~you~~ they become covered in the Village group health plan.

F. Life Insurance

The Village shall provide and maintain life insurance for full-time employees at a benefit level equal to the nearest \$1,000 of the employee's salary, as provided by the Group Insurance Plan for Employees of Wisconsin Municipalities. The Village shall provide a copy of the plan to eligible employees. The Village will allow an employee to upgrade their policy limits and/or add dependent coverage through the Wisconsin State Retirement Program, provided such coverage is available, at the employee's expense.

G. Vacations

Vacation time is provided so that employees may enjoy periods of rest and relaxation without loss of earnings.

Regular full-time employees will be eligible for vacations based on the following schedule

- One (1) week of vacation after one (1) year of employment.*
- Two (2) weeks of vacation after two (2) years of employment.
- Three (3) weeks of vacation after five (5) years of employment.
- Four (4) weeks of vacation after ten (10) years of employment.
- Five (5) weeks of vacation after fifteen (15) years of employment.

*Department Heads are permitted to negotiate one (1) week paid vacation for eligible new hires in the first year of employment. Employees may take the negotiated vacation after 90 days of employment. Vacation time for new hires will be prorated for the remaining months of the benefit year, with a full week granted on January 1 of the subsequent year. If a new hire separates from the Village for any reason prior to their 1st anniversary date, they will forfeit any unused vacation time and will have any time

already taken subtracted from their final paycheck or otherwise reimbursed to the Village.

Vacations should be used ~~during the subsequent twelve (12) months following the employee's date of employment~~ in the benefit year in which they are accrued.

Vacations are not cumulative. Vacation leave credit may be applied, at the written request of the employee and with the approval of the Department Head or Designee, to a period of absence due to sickness, injury, disability or military leave.

Vacation requests will be approved based on seniority until April 1st. All vacation requests submitted on or after April 1st if approved will be approved on a first come, first serve basis. Clerk/dispatcher vacation requests are subject to Police Department policies.

Employees should submit their vacation requests to their Department Head or Designee at least thirty (30) days in advance to allow for scheduling needs of the department. If more than one employee requests vacation for the same time period, the first employee to make the request will receive the requested days off. Vacation days may only be taken in increments of at least four (4) hours at a time, unless approved otherwise by the Department Head. Vacation schedules will be established by the Department Head based on the needs of the department, employee workloads and work schedules. Depending on the department, employees may not take vacation time during certain months when the workload is particularly heavy.

Vacation pay for hourly employees is computed based upon the current hourly rate of pay for an eight (8) hour workday. Vacation pay for salaried employees is based upon ~~the current weekly salary divided by five to create the employee's daily~~ their annual salary divided by 2,080 hours to determine an hourly rate of pay. The hourly rate of pay is multiplied by the number of vacation hours taken with a full day considered to be eight (8) hours-

H. Holidays

Eight (8) hours of straight time pay based on the employee's current hourly rate will be paid to eligible regular full-time employees for the following holidays:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day

Christmas Eve Day
Christmas Day
New Year's Eve Day
Four (4) personal days

If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday. Employees must advise their Department Head or Designee of their choice of the personal days as soon as possible.

The holiday schedule will be established and posted each year in January. The four (4) personal days will be taken by mutual agreement of the employee and the Department Head. These days are not cumulative and personal days not used during the calendar year cannot be carried over to the next year. However, if an employee is required to work on any of the above days, for any period of time, commensurate time shall be authorized at the discretion of the Department Head or Designee. Clerk/dispatcher holiday requests are subject to Police Department policies. Police Department employees who must work on holidays may submit requests for twelve (12) holidays per year. If an employee leaves their employment or is hired during the year, allowed holidays will be considered prorated at one (1) holiday per month worked in that calendar year. Employees working less than one half (1/2) of the month will not receive a holiday proration for that month.

In order to be paid for a holiday an employee must be present during the Village's normal workday before and the normal workday after the holiday, unless the employee has received prior permission from the Village for these days off.

The day after Thanksgiving is not a holiday and will be considered an unpaid day for hourly employees who do not work. Employees will be eligible to take accrued leave with appropriate approval. However, the ~~Clerk's office~~Village Hall will normally be closed on that day. The office may be open on the direction of the Village President.

I. Sick Leave

Employees will accrue one (1) day of sick leave for every month of service completed. Sick leave shall not accrue for any month in which the employee is ~~absent~~^{DD10J} for fifteen (15) or more ~~assigned work~~^{sick} days. Sick leave may be used when you or a member of your immediate family is ill, and it is necessary that you care for this person until other arrangements can be made, or when a death occurs in your immediate family. When illness develops, be sure to contact your Department Head or Designee as soon as you find it necessary to stay home. Up to three (3) days of Sick leave with pay may be permitted without requiring the employee to submit a doctor's certificate provided that the Department Head has had other satisfactory evidence of an illness.

The Department Head, ~~in-at~~ his or her discretion, may require medical certification to justify the absence for those first three (3) days, whether the leave is for the employee or for the care of a qualifying family member.

After an employee has used three (3) consecutive days, a statement shall be furnished to the Department Head from the attending physician or other qualifying professional physician or nurse, certifying to the nature of the illness.

Failure to notify your Department Head or Designee within twenty-four (24) hours from the beginning of their work shift on the first day of absence may be cause for denial of use of sick leave credit for the period of absence.

Employees may accumulate a maximum of one hundred fifty (150) sick days. At retirement or employee resignation, and upon completion of no less than twenty (20) years of service to the Village, the Village will transfer the accrued sick leave credits directly to a Health Retirement Account (HRA) for the employee's future use. an employee may elect one of three options for payment of accrued unused sick leave up to one hundred twenty (120) days. The employee should elect his/her option at least 45 days preceding the anticipated retirement or resignation date to ensure his/her selected option will be in place on the day of retirement/resignation.

Options are:

1. One hundred percent (100%) of accrued sick leave credits of funds may be left within a segregated Village account to pay for group medical insurance premiums until the funds are exhausted.
2. One hundred percent (100%) of accrued sick leave credits may be transferred directly to a Health Retirement Account (HRA).
3. Any combination of options one and two at the employee's discretion. [DD11]

Employees who retire or resign upon completion of no less than fifteen (15) years of service to the Village and up to twenty (20) years, may receive a prorated payout of the eligible accumulated days.

On December 17, 2013, the Village Board voted to eliminate the payout of sick leave upon retirement for new employees hired on or after January 1, 2014. The elimination of the sick leave payout benefit applies only to these new hires. This payout policy is further amended effective March 16, 2016, to add the following:

- Employees hired prior to 1/1/2014 in a part-time, less than thirty (30) hours per week capacity and who transition to a position where they are eligible for the sick leave accumulation benefit on or after 1/1/2014, will not be eligible for a future payout of accumulated sick leave
- Employees hired prior to 1/1/2014 who separate from the Village and who are later rehired, will not be eligible for a future payout of accumulated sick leave.

An employee fraudulently using sick leave, or any Department Head falsely certifying sick leave, may be suspended or dismissed.

Excluded uses:

- Sick leave credit shall not accrue for any month in which the employee is absent for fifteen (15) or more ~~assigned work~~sick days.
- Injury incurred in supplemental employment.

This policy will be enforced consistent with the federal family and medical leave (FMLA) law. The Village reserves the right to administer this policy within its sole discretion.

LEAVE DONATION POLICY^[DD12]

1. PURPOSE

The purpose of this policy is to establish procedures for an employee to receive donated sick leave time from fellow Village employees when the individual has an insufficient amount of accumulated sick days, vacation days, compensatory time, or other leave to provide for continued salary during an extended illness or other medical condition.

2. POLICY

It is the policy of the Village of Mukwonago to allow its employees who have exhausted their accumulated leave time, due to illness or medical condition, to seek donations of leave time from fellow employees. It is the intent of this policy to provide a mechanism for voluntary financial assistance to employees as well as to protect the interest of the Village by placing limits on the amount of time an employee may receive through donations from other employees.

3. ELIGIBILITY

- A. All employees who have worked for the Village of Mukwonago for a minimum of 12 consecutive months, and who by contract or resolution, presently qualify for sick time benefits, shall be eligible to request a donation of leave time from other Village employees when the employee has an insufficient amount of accumulated sick days, or other leave to provide for continued salary during an illness or other medical condition of the employee.

- B. Employees who are not provided sick time benefits, either by contract or resolution shall be ineligible to receive donated leave time from fellow Village employees.

4. LIMITATIONS

- A. No Village employee shall be permitted to use donated leave time until the employee has exhausted his/her entire sick leave, vacation time, compensatory time and holiday time.
- B. Any individual employee will be permitted to request donation of leave time only one time during any 12-month period.
- C. Sick leave in excess of ~~30 days~~ 240 hours is eligible to be donated. However, the maximum amount of sick leave any one employee will be permitted to donate to another employee is 40 hours during any 12-month period. An individual must maintain their own sick bank of ~~30 days~~ 240 hours in order to consider a donation of sick hours.
- D. Leave donations must be in full day (8 hour) increments however, this may be prorated by Human Resources depending on how many employees have responded to the request for donated leave.
- E. The maximum amount of leave any one employee may receive through donations of leave from other employees is 12 calendar weeks per request. The amount of leave is further limited to the amount of time actually remaining of the employee's approved medical leave.
- F. Sick time may be donated to an employee who is seeking donated leave in order to care for the employee's child, spouse or parent, if the child, spouse or parent has a serious health condition as defined in Federal and Wisconsin statutes.
- G. The Village is not responsible for providing any additional paid sick time to an employee other than which is required by collective bargaining agreement or Village policy. The Village is not responsible for providing additional paid sick time to an employee whose request for donated sick time is not able to be

filled in whole or in part by donations of time off from other Village employees.

5. PROCEDURES

- A. The Department Head shall provide Leave Donation Request forms for eligible employees' use. An employee will be required to have a physician sign the Leave Donation Request form certifying that the employee or the employee's child, spouse or parent has a serious health condition which prevents the employee from working or have the completed health provider certificate under the Family Medical Leave Act. The forms shall not require an employee to disclose any information about the nature of the illness or medical condition. All such medical information shall be treated as confidential and shall not be disclosed to unauthorized persons without the employee's consent. If the employee is unable to sign, the request may be submitted by a family member.
- B. Any eligible Village employee, who wishes to solicit donations of sick leave in accordance with this policy, shall submit a completed Leave Donation Request form to his/her Department Head.
- C. The Department Head will verify the requesting employee is eligible to receive donated leave from fellow employees and, upon such verification, will notify the Village Human Resources. Human Resources will communicate to Village employees that a request has been made and a form is available for those interested in making a donation. The Leave Donation form will notify Village employees of only the name of the employee requesting donated leave and in what Department said employee works. No information regarding the illness or medical condition may be divulged without the employee's consent. Any consent from employee should be received in writing.
- D. Employees wishing to donate sick time to a fellow employee shall complete the Leave Donation form, and then return the form to his/her Department Head or Human Resources.
- E. Human Resources, upon receipt of a Leave Donation forms, shall transfer up to twelve (12) weeks of donated leave from the donating employees'

- accounts to the requesting employee's sick leave account, up to the amount of remaining approved leave available.
- F. Human Resources shall notify the Department Head and the recipient employee of the number of hours credited to the employee's sick leave account
 - G. If the recipient employee returns to regular duty prior to exhausting the donated leave, the employee shall be allowed to retain up to 8 hours of the donated leave. Excess donated time not used (if significant) may be credited back to the donating employees' accounts on a pro-rated basis.
 - H. Employees, who have received donated leave time from other employees, shall not be entitled to any payout for any unused donated leave upon termination from Village employment.
 - I. The recipient employee, while using donated sick leave, will **not** continue to earn sick leave and vacation leave for any month in which the employee is absent for fifteen (15) or more assigned work days.

J. Funeral Leave

Time off with pay will be granted to full-time employees, who are actively employed, for an absence to attend the funeral or to handle related family matters caused by the death of an immediate family member as follows:

Three (3) Days (24 hours) for: mother, father, child, spouse, domestic partner, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parents, step-children, step-siblings, step-grandchildren, step-grandparents, grandparents and grandchildren.

An employee shall not be compensated for any days on which he/she is not scheduled to work in that three (3) day period. The employee must attend the funeral of the deceased and furnish his/her Department Head or Designee with satisfactory proof of death, if requested.

K. Military Leave

An employee called to active military duty or to Reserve or National Guard training, or volunteering for the same, shall submit copies of the military orders to his/her Department Head or Designee as soon as possible. The Village will grant a military

leave of absence without pay for the period of military service, in accordance with applicable Federal and State laws. Eligibility for reinstatement after the military duty or training is completed will be determined in accordance with applicable Federal and State laws.

L. Jury and Witness Duty

The Village complies with all applicable laws concerning jury and witness duty.

Employees shall be granted a leave of absence to a maximum of 10 working days per calendar year and shall be compensated at their regular Village compensation rate, exclusive of overtime, and exclusive of travel compensation.

An employee will be deemed to be required to serve as a witness only in cases in which the employee is not a party, and is compelled to attend by subpoena. Employees must provide proof of such subpoena service.

Upon return from witness or jury duty, and in return for compensation continuation, employees must present any jury or witness compensation, exclusive of travel compensation, paid to them.

M. Worker's Compensation

Each employee is covered by Worker's Compensation insurance in the event of an injury at work and the injury requires a doctor's attention. This insurance is fully paid by the Village of Mukwonago. Any accident, however minor, must be reported to your Department Head or Designee immediately, so the proper forms can be completed and filed with the necessary parties. See the ~~Village Administrator~~Human Resource Specialist for the accident report forms.

If an employee is injured in the course of employment, subject to Worker's Compensation, the Village shall pay the difference between the Worker's Compensation benefits and 80% of the employee's regular rate of pay for 365 days. In the case of non-represented police officers and Fire Department paid-on-call and paid-on-premise personnel^{DD131}, the Village shall pay the difference between Workers' Compensation benefits and 85% of the officer's regular rate of pay for a maximum of 365 days.

Upon returning from a work-related injury, an employee may be required to provide a certification from the treating physician verifying he/she is able to safely perform his/her normal job tasks. In the event the treating physician identifies restrictions and/or limitations on an employee's ability to perform his/her job responsibilities, the Village will consider whether it can provide a restrictive or light duty position.

N. Retirement

Effective January 1, 2001, employees were covered by the State of Wisconsin Retirement System, in accordance with Chapter 40 of the Wisconsin Statutes. Effective August 20, 2011, the Village shall pay the employer share of the WRS contribution for all non-represented employees and new Police and Fire Department personnel hired after July 1, 2011 and the employee's share of the WRS contribution shall be deducted, pre-tax, from the gross pay of non-represented and new Police and Fire Department personnel. Effective January 1, 2001, the Village will also make a contribution equal to two and one half (2.5%) of a non-protective services employee's wages to a deferred compensation system. Total of both payments shall not exceed the amount paid for the protective services class under the WRS.

O. Tuition Reimbursement

Any employee may enroll in secondary education (beyond high school) course work that is: 1) in a field clearly related to the employee's current job assignment, and, 2) offered by an accredited institution of higher learning. The following procedure shall apply. Request shall be made by the employee for approval prior to enrollment in the course to the employee's Department Head or Designee or, in the event the employee is a Department Head, to the Personnel Committee. Approval/denial of the request shall be in the discretion of the Department Head or Personnel Committee. Reimbursement shall be limited to \$2,000.00 per calendar year per employee for tuition only (not books). When an approved course is completed a copy of the grade report, with receipts for tuition and fees paid should be submitted for processing and payment. Reimbursement for previously approved courses will be made only if the employee receives a minimum grade of C or a certificate of satisfactory completion.

P. Family and Medical Leave

The Federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA) provide employees with the right to take unpaid leave when employees need time off from work to care for themselves or a family member who is seriously ill, to care for a newborn or newly adopted child or to attend to the affairs of a family member who is called to active duty in the military.

Eligibility for Leave

The Village will provide employees with family and medical leave under the FMLA if they have been employed by the Village for at least twelve (12) months and have worked 1,250 hours of employment, or 52 weeks and 1,000 hours for WFMLA, in the twelve (12) month period prior to the time the leave begins.

Leave Entitlement

Leave under the WFMLA and FMLA will run concurrently under circumstances where an employee's use of leave qualifies under both laws. Leave for a serious health condition under the FMLA may be taken intermittently or on a reduced leave schedule when medically necessary. Leave under the WFMLA may be taken intermittently or on a reduced schedule basis. An employee taking an intermittent or reduced schedule leave under the FMLA may be temporarily transferred to a position which better accommodates the leave.

WFMLA:

Employees are allowed up to 10 workweeks of unpaid leave in a calendar year as follows:

- Up to six (6) weeks of unpaid leave for the birth or adoption of a child.
- Up to two (2) weeks of unpaid leave for the care of a child, spouse, domestic partner, parent of a domestic partner, parent or parent-in-law with a serious health condition.
- Up to two (2) weeks of unpaid leave for the employee's own serious health condition that makes the employee unable to perform his or her duties.

FMLA:

Employees are allowed up to 12 workweeks of unpaid leave in a rolling calendar year beginning with the first date of a requested leave for any combination of the following:

- Birth, adoption or foster care placement of the employee's child.
- To care for the employee's spouse, child or parent who has a serious health condition.
- For the employee's own serious health condition.
- Due to any qualifying exigency arising as a result of the employee's spouse, son, daughter or parent serving on active military duty in a foreign country. The U.S. Department of Labor defines nine circumstances that constitute a "qualifying exigency":
 - Short-notice deployment (7 days' notice or less)
 - Attend military events/ceremonies and related activities related to active duty or call to active duty
 - Childcare and school activities
 - Financial and legal arrangements
 - Counseling
 - Spend time with a military member who is on temporary rest and recuperation leave
 - Post-deployment activities
 - Arrangements for elder care
 - Additional activities not encompassed in the other categories, but agreed to by the employer and employee

Employees are allowed up to 26 workweeks of unpaid leave in a single 12-month period to care for their parent, spouse, child or next of kin who is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a veteran, and who has a serious injury or illness incurred or aggravated in the line of duty within the last five (5) years that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list.

Serious Health Condition

Under the FMLA/WFMLA, a "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Notifying the Village of Your Need for Family and Medical Leave

Employees requesting any leave which may qualify under this policy must notify the Village, at least thirty (30) days before the date on which leave is to begin if the leave is foreseeable and as soon as practicable for an unforeseeable leave. A form to request family or medical leave is available from your department head. The failure to timely notify the Village of the need for leave may result in the delaying or denial of leave.

Generally, after an absence of 5 days, the Village will send the FMLA application and certification documents. Where the leave may be a qualifying leave, the employee must complete the documents and provide medical certification. The Village may treat undocumented absences as unexcused. The medical certification requirements of this policy do not preclude the Village from requesting medical certification for absences of less than 5 days.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Village's operations.

Certification

An employee taking leave involving the serious health condition of the employee or the employee's family member, or the serious injury or illness of a covered service member, may be required to provide medical certification completed by a health care provider

within 15 days of the Village's request for certification. The Village may require second or third medical opinions, and/or re-certifications from employees taking FMLA/WFMLA leave, as it deems necessary, and as permitted by law.

An employee taking leave due to a qualifying exigency arising as a result of the employee's spouse, son, daughter or parent serving on active military duty in a foreign country may be required to provide documentation verifying the need for such leave. In such instances, the employee is required to provide the requested documentation within 15 days of the Village's request for the documentation.

Employees returning to work after the completion of FMLA/WFMLA leave for their own serious health condition will be required to submit a fitness-for-duty certification verifying their ability to perform the essential functions of their position.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, the Village requires that employees not provide any genetic information when responding to requests for medical information associated with FMLA leave. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Failure to comply with the certification requirements under this policy may result in the delay or denial of FMLA/WFMLA leave, in which case an employee's absences may be subject to the Village's regular attendance policies.

Substitution of Paid Leave for Unpaid FMLA and/or WFMLA

The Village requires employees to use accrued paid leave for unpaid FMLA leave. Employees may elect to use accrued paid leave for unpaid FMLA/WFMLA leave. Worker's Compensation leaves will run concurrently with any FMLA/WFMLA leave. Employees may not use accrued leaves to supplement worker's compensation benefits.

Health Care Coverage and Benefits While on Leave

An employee's health care coverage will not end because an employee is away from work for leave that qualifies under the FMLA or WMLA, unless the employee chooses to end coverage. Employees may elect to continue health care coverage insurance while on a family and medical leave but must pay for the employee cost of coverage during

the leave. Other employment benefits, such as group life and disability coverage, may be continued by the employee during the leave but the employee must pay for the employee cost of coverage. The election to continue health care coverage and the other benefits insurance must be made on the Benefit Election Form, which is available from your department head. The Village will notify you when payments are due for the continuation of coverage.

Return to a Position at the End of Leave

At the end of an employee's family and medical leave, he/she will be returned to his/her former position or, if the position is filled, to equivalent employment with the Village. If an employee wants to return to work before his/her leave is scheduled to end, the employee must notify his/her department head. If the reason for leave was due to the serious health condition of the employee, a fitness for duty certification form must be provided to the department head before returning to work. If this form is not received, the employee's return to work will be delayed until it is received.

Failure to Meet Policy Requirements

If the employee fails to meet the requirements of this policy for family and medical leave, the request for leave may be denied until the requirements are met.

If you have any questions regarding the operation or interpretation of this family and medical leave policy, please contact your department head or Village administrator.

Employer Responsibility

The law requires that employers covered under the FMLA inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required (e.g., medical certification), as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

It is unlawful for any employer to: (1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or (2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for violation of the FMLA. FMLA does not affect any

federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

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V. CONDUCT AND PERFORMANCE

A. Cooperation and Courtesy

Employees are expected to cooperate with all Department Heads or Designees and all employees in the performance of their job duties. All employees are expected to treat each other with proper respect. Any conduct detrimental to the well-being and morale of the Village or its employees will not be tolerated. Good judgment, common sense and common courtesy are expected of all employees to both the public and your co-workers.

B. Use of Village Property

Village Equipment such as ~~typewriters~~computers, calculators, drafting machines, tools, machines, etc. is not to be removed from the premises for personal use at home unless authorized by the Department Head for a remote work arrangement. Use of Village vehicles for personal transportation or other personal needs is not permitted. Use of Village garages for personal automobile repair, washing, etc. is not permitted. An employee who is issued a traffic citation or parking ticket while on the job is personally responsible for the fine, whether he/she was driving a private car or a Village-owned vehicle. Fines issued for expired vehicle registrations on Village-owned vehicles will be paid or reimbursed by the Village.

Employees are prohibited from purchasing tools or items for personal use through the Village.

C. Code of Ethics

It shall be the duty of Village employees to comply with Wisconsin Statutes and Village Ordinances with respect to the proper and appropriate conduct of their positions.

Mindful of Village goals and objectives, Village employees:

- 1) Shall perform all mandatory, nondiscretionary and ministerial duties of their positions within the time and in a manner required by law.
- 2) Shall devote attention to their duties, uphold the law and conduct Village business with fairness, integrity, and professionalism, with full regard to the public trust of the office.
- 3) Shall not receive any additional salary, benefits or reimbursement for expenses for work performed pursuant to a Village contract for services where the employee is

currently being compensated by the Village for that work under existing conditions of hire with the Village.

- 4) Shall never act in excess of lawful authority or commit an act forbidden by law within their official capacity.
- 5) Shall not, by act of commission or omission, in their capacity as employees of the Village, exercise a discretionary power in a manner inconsistent with the duties of their position or the rights of others or with the intent to obtain a dishonest advantage for themselves or for others.
- 6) Shall not in their capacity as employees make entry in an account, record book, return, certificate, report, or statement which in a material respect intentionally and knowingly falsifies.
- 7) Shall not under color of their position as a Village Employee intentionally solicit or accept for the performance of any service or duty anything of value including, but not limited to, any gift, loan, favor, or service, given for the purpose of influencing them in the discharge of official duties.
- 8) Shall not use Village property, ~~facilitates facilities~~, or resources strictly for private or personal gain for themselves, family or others.
- 9) Shall not use confidential information for their personal gain or benefit for that of family or others.
- 10) Shall act in what is conceived to be in the best interest of the citizens of the entire Village. Similarly, shall grant no special consideration or treatment to any citizen beyond that which is available to every other citizen.
- 11) Shall not participate either directly or indirectly in purchases for personal use for less than full value by utilizing discounts or tax exemptions allowed to the Village.

Nothing in this Code shall deny any employee the rights of a citizen under the Constitution of the United States of America, Constitution of the State of Wisconsin, Wisconsin Statutes or any other bona fide regulations of this State.

Employees shall be made aware of this Code at the time of their election, employment or appointment. In the event an action is brought against a Village employee for violation of this code discipline, including discharge may be assessed.

D. Drug Free Workplace

The Village of Mukwonago's rules, policies and practices prohibit the unlawful manufacture, distribution, dispensing, possession or use of illegal controlled substances on all Village property and worksites. Any employee who engages in any of these actions on Village property, a work site or during work time may be subject to disciplinary action up to and including termination and/or referred for counseling or treatment.

The Drug-Free Workplace Act of 1988 requires all Village employees must report any convictions under criminal drug statute for violations occurring on the Village premises or off premises while conducting Village business. Report of a conviction must be made to your Department Head or Designee or the Village Administrator within five days of conviction. Failure to comply with this policy may be subject to disciplinary action up to and including termination.

Any employee who unintentionally ingests or is made to ingest a drug or controlled substance must immediately report this incident to a Department Head or Designee. The Department Head or Designee will then make arrangements for appropriate medical intervention to assure the employee's health and safety.

Employees who have problems with alcohol or controlled substances are encouraged to voluntarily contact the Village's Human Resources for referral to counseling or treatment programs. Early diagnosis and treatment of chemical abuse is in the best interest of employees and the Village.

E. Drug and Alcohol Testing

Department Heads or Designees may order a drug or alcohol screening test when they have reasonable suspicion an employee is using or has alcohol or drugs in his/her system. A reasonable suspicion to request a drug or alcohol test is based on the totality of circumstances for the incident and includes:

1. Conduct or behavior out of the ordinary for the individual involved.
2. Information provided by reliable and credible sources.
3. Behavior characteristic of controlled substance or alcohol use including, but not limited to, unusual speech or difficulty in speaking, exhibiting an odor of alcohol or other controlled substance, problems with movement or concentration or diminished mental clarity.
4. If the employee is involved in a vehicular accident with a Village- or departmental-owned vehicle.
5. If the employee is required to maintain a commercial driver's license.
6. Other circumstances established by individual departmental policy.

Any employee reporting for work with alcohol, illegal drugs or non-prescribed drugs in his/her system will be placed on immediate suspension or unpaid administrative leave

and will be subject to disciplinary action up to and including termination and/or referred for counseling or treatment. An employee must not report for work with legally prescribed drugs in his/her system if such drugs impair his/her ability to safely perform his/her job.

F. Prohibited Conduct and Personal Actions

This section contains a list of examples of misconduct that could result in discipline or termination.

The Village reserves the right to administer this policy within its discretion. The Village may discipline an employee for any behavior it considers detrimental to the interest of the Village and may terminate an employee immediately.

This list should serve as guidance for all Village employees, but should not to be interpreted as exhaustive:

- Sexual, racial or other harassment of a fellow employee or anyone you come into contact with while working for the Village
- Failure of an employee to perform his/her duties as listed in the job description with competence and integrity
- Neglect of duty, contractual obligations or other rules and regulations
- Refusal or failure to obey legitimate orders from a Department Head or Designee
- Unwillingness to submit to a Department Head or Designee's authority or insulting behavior toward a Department Head or Designee
- Failure to respect confidentiality of records
- Recovering payment for time not actually engaged in business of the Village
- Frequent tardiness and absenteeism
- Falsification of forms or expense vouchers
- Reporting for work, or while at work, visibly displaying evidence of having consumed alcoholic beverages or illegal drugs, or having possession of such items
- Serious deliberate misuse of equipment or abuse of keys
- Acceptance of gifts or gratuities in violation of the code of ethics
- Failure to comply with the Village's safety program for the handling hazardous materials and/or mechanical equipment
- Threatening, attempting or doing bodily harm to another person
- Threatening, intimidating, interfering with or using abusive language towards others.
- The unauthorized possession of weapons
- Making false or malicious statements concerning other employees, Department Heads or Designees, or residents.
- Use and/or consumption of alcoholic beverages or illegal drugs
- Failure to exercise good judgment, or being discourteous, in dealing with fellow employees or members of the public

G. Workplace Violence Prevention Policy

As an employer, the Village of Mukwonago is concerned about a safe workplace for employees. Toward that end, the Village will take reasonable steps to prevent acts of violence from being committed by, or against, Village employees while on Village property, or while engaging in Village business at other locations (non-Village facilities).

Workplace violence includes, but is not limited to, behavior that causes, or is reasonable likely to result in, harm or threat of harm to persons or property. Workplace violence includes, but is not limited to: physical assault, threats, menacing behavior and/or intimidation.

An employee who commits an act of violence shall be subject to termination.

Procedure

An employee who is subjected to an act or threat of violence must report the incident immediately, or as soon as practical, to a Department Head or Designee, and/or the Police Department. An employee who observes an act of violence must immediately report the incident to a Department Head or Designee and/or the Police Department. No employee should intercede in any altercation if doing so could reasonably result in harm to the interceder.

The Village will investigate any incident or complaint of violence in the workplace and will take appropriate action.

H. Workplace Harassment

The Village of Mukwonago recognizes all employees have a right to work in an environment free from discrimination and harassing conduct.

The Village is firmly committed to maintaining a work environment free of discrimination. In keeping with this commitment, the Village will not tolerate harassment of Village employees by anyone, including any Department Head or Designee, co-worker, vendor, customer or member of the public.

Harassment on the basis of an employee's race, color, creed, ancestry, national origin, age, disability, sex, arrest or conviction record, marital status, sexual orientation, membership in the military reserve, or any other protected class, is expressly prohibited. Harassment on any of these bases will be subject to disciplinary action up to, and including, termination.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based on a person's protected status, such as sex, color, race, ancestry, religion, national origin, age, physical handicap, medical condition, disability, marital status, military or veteran's status, citizenship status, sexual orientation, arrest record, conviction record, pregnancy, use or non-use of lawful products or on the basis of any other status or characteristic prohibited by state, federal or local law. The Village will not tolerate harassing conduct that affects tangible job benefits, that unreasonably interferes with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. The Village has developed the following guidelines prohibiting harassment for the benefit of all of its employees. It is essential all employees be aware of and comply with these guidelines. The Village strongly disapproves of all forms and types of harassment and will take appropriate disciplinary action against any employee who violates this Policy.

Sexual Harassment

Sexual harassment deserves special mention. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in situations where:

1. Submission to such conduct is an explicit or implicit term or condition of employment;
2. An individual's submission to or rejection of such conduct becomes the basis for employment decisions affecting that individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include, but is not limited to, explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical conduct such as patting, pinching, or brushing against another's body. Sexual harassment also includes conduct directed by a person at another person of the same or opposite gender.

The Village prohibits its employees from any actions or words, which can be construed as harassment. Violations of this Policy will not be tolerated by the Village and may result in discipline up to and including immediate termination.

All Village employees are responsible for helping to ensure that harassment is avoided. If an employee has witnessed or feels he/she has been subject to any harassment of

this nature, you should immediately report the harassment to your Department Head, the Village Administrator or Personnel Committee Chair. The Village forbids retaliation against anyone who has reported harassment.

Supervisory Personnel

All supervisory personnel are responsible for documenting, in writing, and reporting all complaints of harassment to the Village Administrator or Personnel Committee Chair. Pending the outcome of the investigation, Department Heads are responsible for taking any immediate action necessary to prevent the recurrence of the harassing conduct, including taking any action necessary to limit the contact between the affected employees.

If the investigation confirms that the harassing conduct did occur, and that disciplinary action is appropriate, the Department Head is authorized to immediately implement disciplinary action.

The Village's policy is to investigate all harassment complaints thoroughly and promptly and take all appropriate action that may be necessary to end the harassment and to prevent this conduct from recurring. Employees who register complaints or make reports of harassment may request that their complaints or reports be made in confidence, and such requests will be honored to the extent possible. The Village will release no information regarding the initial report or the investigation unless required by law or if necessary for the purpose of taking disciplinary action.

All employees are required to cooperate with the investigation of harassment complaints. Failure to cooperate in an investigation of a harassment complaint, or making a false statement in a harassment complaint or investigation, could subject you to discipline, up to and including discharge.

This policy also expressly prohibits retaliation of any kind against any employee bringing a complaint or assisting in the investigation of the complaint. Employees engaging in such acts will be subject to disciplinary action up to, and including, termination.

Those who feel they have been subjected to discrimination or harassment should follow the complaints procedure listed in this policy. Any complaint of this type will be thoroughly investigated and appropriate action will be taken.

Complaint Reporting Procedure for Discrimination or Harassment

1. Reporting Discrimination or Harassment

If you believe you are experiencing discrimination or harassment, you are encouraged to notify the employee engaging in the conduct that the conduct is offensive and ask that it cease. If you are uncomfortable sharing your concern with

the employee engaging in the conduct, you should report the instance of possible harassment immediately to your Department Head, Village Administrator or to the Personnel Committee chairperson.

Complaints must be filed in writing, utilizing the Village's complaint-reporting form.

All complaints must be forwarded to the Village Administrator or Personnel Committee Chair. The Village Administrator, Personnel Committee Chair or his or her designee will initiate an investigation of all sexual harassment complaints.

The investigation will be conducted in a timely, efficient and thorough manner.

The Village Administrator, Personnel Committee Chair or his or her designee will be responsible for notifying the complainant that appropriate action has been taken regarding the complaint.

Based on determinations made by the Village Administrator, Personnel Committee Chair or his or her designee, the Village Administrator or Personnel Committee Chair may recommend discipline up to and including termination of the alleged harasser to the Village Board.

2. The Responsibilities of Department Heads

Department Heads are responsible for insuring employees are informed of the Village's policies and procedures relating to discrimination and harassment in the work place.

Upon receiving a complaint of discrimination or harassment, contact the Village Administrator or the Personnel Committee chairperson, if appropriate, to initiate an investigation.

If you see behavior you believe could be perceived as harassment you must report the incident to the Village Administrator or the Personnel Committee chairperson.

It is your responsibility, as part of the Village management, to educate yourself about the range of behaviors that can constitute discrimination or harassment and to be sensitive to the impact of such behaviors on employees and act appropriately.

3. Employee Responsibilities

Report any discrimination or harassment and cooperate with all investigations.

Under no circumstances is any employee permitted to retaliate against anyone filing a claim of harassment or for participation in a harassment investigation. Any such behavior may result in discipline up to and/or including termination.

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Complaint-Discrimination or Harassment Reporting Submission Form

(Name of Complainant) (Department) (Date)

Complaint Statement: / / Typed below OR / / See Attachment

SAMPLE

Relief sought: / / Typed below OR / / See Attachment

(Signature of Complainant)

(Date)

(Signature of Department Head or Village Administrator
(or Personnel Committee Chair)

(Date Received)

I. Employee Discipline

It is the policy of the Village of Mukwonago to administer discipline fairly, reasonably, and impartially. Employees and the Village are best served when discipline is administered to correct actions rather than to punish. It is recognized that the varying nature of employment in the Village makes some infractions more serious in some departments than others. However, where no policy exists or a policy is not clear, the following will govern.

All disciplinary actions involving suspensions without pay or termination require approval of the appointing authority prior to discipline being administered.

Procedure:

The continuing employment of Village employees is in most cases based on reasonable standards of job performance and personal and professional conduct. Disciplinary action for failure or refusal to meet these standards is subject to oral or written reprimand, suspension, demotion and dismissal.

Disciplinary action is not primarily intended to be punitive, but rather to maintain the efficiency and integrity of Village service. The nature and severity of the offense and the employee's prior record will be considered.

In any major disciplinary action, the pertinent information will be reviewed with the employee specifying the following: The basis for discipline, the specific reasons supporting the decision to discipline, the discipline to be imposed, the effective date, the right of the employee to be heard, and the right to challenge any discipline received.

The degree of discipline administered will depend on the severity of the infraction or the recurrence of infractions and will be in accordance with union contracts if applicable, and Village policies and procedures as well as local, state or federal laws and regulations.

It is the responsibility of each Department Head to evaluate thoroughly the circumstances and facts as objectively as possible and then apply the most suitable form of discipline.

Types of disciplinary action may include:

Verbal Warning

Applied to infractions of a relatively minor degree or in situations where the employee's performance needs to be discussed. The verbal warning should be given in private. Department Head or Designee should inform the employee that the Department Head or Designee is issuing a verbal warning, that the employee is being given an opportunity to correct the condition, and if the condition is not corrected, the person will be subject to more severe disciplinary action.

A verbal warning shall be documented in writing by the Department Head or Designee.

Written Warning/Reprimand

A written warning/reprimand will be issued in the event the employee continues to disregard a verbal warning or if the infraction is severe enough to warrant a written reprimand in the employee's personnel file. The warning/reprimand should state the nature of the infraction and what corrective action must be taken by the employee to avoid further discipline.

A copy of the written warning/reprimand is to be handed to the employee at the conclusion of any disciplinary meeting or shortly thereafter, and a copy placed in the employee's personnel file.

Suspensions

Suspension - Administered as a result of a severe infraction of policies or for repeated violations of more minor infractions. A suspension may be with or without pay. In either case, an employee evaluation form, along with supporting documentation, must be completed. A copy of the completed form must be given to the employee, and a copy placed in the employee's personnel file.

Suspension With Pay - This type of suspension is given where a basis exists to take action but additional investigation is necessary and/or where the continued presence of the employee could compromise the evidence or Village property. Such suspension is an administrative matter; it is not a disciplinary action and may not be appealed through the Grievance Procedure or to the Police or Fire Commissions.

Suspension Without Pay - An employee will be suspended without pay when the offense is of a serious enough nature or an employment pattern of more minor infractions diminish the value of the employee to the Village and is usually sufficient for termination. However, suspension is used when circumstances related to an employee's overall performance would not warrant immediate termination. The length of suspensions will vary with seriousness of the infraction and the totality of the circumstances. If the misconduct is substantiated, disciplinary action will be taken in accordance with the nature of the offense and the totality of the circumstances.

Demotion

Demotion is not normally a step in the disciplinary procedure. It is used in those instances where an employee has been promoted to a position but is unable to perform the responsibilities of that position. As such, it is more reflective of lack of effectiveness than of misconduct. Demotion is not to be used as a substitute for dismissal, when dismissal is warranted.

Termination

An employee in his or her orientation period may be terminated at any time without cause and without the right of appeal. Notification of termination in writing shall be provided when an employee in an orientation period or of at-will status and a copy is to be filed in his/her personnel file.

J. GRIEVANCE AND APPEALS PROCEDURE

Employees shall use the following procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues.

- Definitions.
 - “Days” as used in this policy is defined as any day that the Village Business Office is open.
 - “Employee Termination” as used in this policy section, shall not include the following:
 - Layoffs;
 - Workforce reduction activities;
 - Voluntary termination including, without limitation, quitting or resignation;
 - Job abandonment;
 - End of employment due to disability, lack of qualification or licensure or other inability to perform job duties;
 - Retirement; or
 - Any other cessation of employment not involving involuntary termination.
 - “Employee discipline” as used in this policy shall include any employment action that results in disciplinary action, which typically involves any of four (4) steps:

verbal reprimand, written reprimand, suspension with or without pay, and termination of employment.

"Employee discipline," as used in this policy, shall not include the following:

- Plans of correction or performance improvement;
 - Performance evaluations or reviews;
 - Documentation of employee acts and/or omissions in an employment file;
 - Administrative suspension with pay pending investigation of alleged misconduct or nonperformance;
 - Non-disciplinary wage, benefit or salary adjustments;
 - Other non-material employment actions;
 - Counseling meetings or discussions or other pre-disciplinary action; or
 - Demotion for reasons other than discipline, transfer or change in assignment.
- The term "workplace safety" as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.
- Time Limits.

Unless mutually agreed to in writing by the Employee and the Village in advance of the expiration of the timeline, the timelines provided in this policy must be strictly adhered to. Failure of the Employee to comply with the timelines will be deemed a waiver of the processing of the grievance and the grievance will be denied with no further appeal. The Employee may advance a grievance to the next step of the process if a response is not provided within the designated timeframes. The Village may advance a grievance to the next step at the request of either the employee or the employee's supervisor.

- Procedure.
- Informal Grievance Resolution: The employee must discuss any grievance related to discipline or workplace safety with the employee's immediate supervisor prior to filing a formal written grievance in order to informally resolve the issue. This discussion must occur within five (5) days of when the employee knew or should have known of the events leading to the grievance. Grievances related to termination may proceed straight to the Formal Grievance Procedure.

- **Formal Grievance Submission:** The employee must file a written grievance at the appropriate step within ten (10) days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. The written grievance must contain:
 - Name of Grievant;
 - A statement of the pertinent facts surrounding the nature of the grievance;
 - The date the alleged incident occurred;
 - The work rule or policy allegedly violated including any safety rule alleged to have been violated, if applicable;
 - The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion; and
 - The specific requested remedy.
- **Step 1. Department Head.** The employee must file a written grievance with the Department Head within ten (10) days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. If the grievance involves actions of the Department Head, it shall be filed at Step 2.
 - The Department Head (or designee) will meet with the grievant within ten (10) days of receipt of the written grievance. The Department Head will provide a written response within ten (10) days of the meeting. The Department Head's written response to the grievance must contain:
 1. A statement of the date the meeting between the Department Head and grievant was held;
 2. A decision as to whether the grievance is sustained or denied; and
 3. In the event the grievance is denied, a statement outlining the timeline to appeal the denial.
- **Step 2. Village Administrator.** The employee may appeal the decision of the Department Head to the Village Administrator. The appeal must be in writing and must be submitted to the Administrator within five (5) days of the Department Head's written response to the grievant. If the grievance involves the actions of the Administrator, it shall be filed with the Personnel Committee Chairperson, who shall follow the requirements and timelines of step 2.
 - The Village Administrator/Personnel Committee Chairperson will meet with the grievant within ten (10) days of receipt of the written grievance. The

Village Administrator/Personnel Committee Chairperson will provide a written response within ten (10) days of the meeting. The Village Administrator/Personnel Committee Chairperson's written response to the grievance must contain:

1. A statement of the date the meeting between the Village Administrator/Personnel Committee Chairperson and grievant was held;
 2. A decision as to whether the grievance is sustained or denied; and
 3. In the event the grievance is denied, a statement outlining the timeline to appeal the denial.
- **Impartial Hearing:** The grievant may file an appeal to the Impartial Hearing Officer by giving written notice to the Step 2 decision maker within five (5) days of the issuance of the Step 2 response. Depending on the issues involved, the hearing officer will determine whether a hearing is necessary, unless a hearing is required under the procedures established by the Village in a different applicable policy. The Village will work with the Impartial Hearing Officer and grievant to schedule a mutually agreeable hearing date should one be needed. If it is determined that no hearing is necessary, the matter will be decided based on the submission of written documents.

The Village Administrator/Personnel Committee Chairperson shall select the Impartial Hearing Officer (IHO). The IHO shall not be an employee of the Village. The IHO may be an employee of another municipality, a lawyer, a professional mediator/arbitrator, or other qualified individual. The cost of the IHO will be the responsibility of the Village.

Standard of Review: The IHO will adhere to specific guidelines set forth by the Village regarding hearing procedures. The Rules of Evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence. The standard of review for the IHO is whether the decision of the Village was arbitrary or capricious. A decision will not have been arbitrary or capricious if it was made in the best interest of the Village. If the decision was not arbitrary or capricious then the IHO is required to find on behalf of the Village.

Impartial Hearing Officer Response: The Impartial Hearing Officer shall file a written response within thirty (30) days of the hearing date or the date of submission of written documents.

The Impartial Hearing Officer's written response to the grievance must contain:

1. A statement of the pertinent facts surrounding the nature of the grievance.

2. A decision as to whether the grievance is sustained or denied, with the rationale for the decision.
 3. A statement outlining the timeline to appeal the decision to the Village Board.
 4. The IHO must sustain or deny the decision of the Village. The IHO has no authority to modify the Village's decision and may not grant in whole or in part the specific request of the grievant.
- Review by the Village Board: The non-prevailing party may file a written request for review of the IHO's decision by the Village Board within ten (10) days of receipt of the Impartial Hearing Officer Response.

Normally the Village Board shall not take additional testimony or evidence; it may only decide whether the IHO reached an arbitrary or capricious decision based on the information presented to the IHO. The Village Board will review the record and make a decision. A written decision will be made within thirty (30) days of the filing of the appeal.

The Village Board's written decision regarding the grievance must contain:

- A decision as to whether the grievance is sustained, denied or modified.

The Village Board shall decide the matter by a majority vote and the decision of the Village Board is final and binding and is not subject to further review.

- General Requirements:
 - Grievance meetings/hearings held during the employee's off-duty hours will not be compensated.
 - Granting the requested or agreed upon remedy at any step in the process resolves the grievance.

Grievance Submission Form

(Name of Grievant)

(Department)

(Date)

Grievance Statement: / / Typed below OR / / See Attachment

Relief sought: / / Typed below OR / / See Attachment

(Signature of Grievant)

(Date)

(Signature of Department Head or Designee
(or Village Administrator)

(Date Received)

COMPLAINT PROCEDURE

1. Policy Purpose

The purpose of this policy is to establish a procedure for submitting complaints. This policy does not apply to complaints of discrimination or harassment which are handled in accordance with the policy on discrimination and harassment. This policy also does not apply to complaints governed by established policies in the police and fire departments. This policy further does not apply to the submission of grievances, defined as an objection to personnel actions concerning *termination, discipline, and workplace safety*, and outlined at section V.J of the City's Employee Handbook. The purpose of the procedure is to provide a channel of communication to address problems and concerns, while striving to be fair, clear and reasonably accessible.

2. Policy Applicability

This policy provides for the establishment of procedures to deal with allegations concerning the conduct by Employees which violates the rules or policies of the Village, excluding discrimination and harassment, or which adversely affect the Village. Complaints may be submitted by elected officials, employees or members of the public. This policy prohibits retaliation against any individual involved in the complaint procedure, including but not limited to, the complainant, accused or witnesses.

3. Informal Complaints

In cases of minor complaints or questions of departmental or Village operations, a complainant may speak with a supervisor, department head or Village Administrator prior to initiating the formal complaint procedure. For minor complaints the individual receiving the complaint will attempt to answer any questions and concerns without proceeding through the formal complaint procedure. If it is determined that no further investigation is required, the informal complaint will be documented in writing and retained in the same manner as formal complaints.

4. Complaint Procedure

This procedure does not apply to complaints of discrimination or harassment, to complaints governed by other departmental complaint policies or to grievances as defined in the handbook. This procedure applies to all complaints filed by Village Elected Officials, Officers, employees and members of the public concerning the conduct of the Village Administrator and Employees which violates the rules or policies of the Village, excluding discrimination and harassment, or which adversely affects the Village. Careful investigation and consideration of complaints and due regard for the rights of the persons involved requires a procedure that balances the various interests of all involved. This procedure represents an appropriate balancing of those interests. Upon receipt of a complaint regarding alleged inappropriate conduct, the Village will proceed consistent with the following procedures:

Allegations Regarding Conduct by Village Employees

1. Any complaint alleging inappropriate conduct by a Village employee should be submitted to a supervisor, department head or the Village Administrator, except in the case that the complaint involves the Village Administrator which shall be processed in accordance with the procedure below. Any employee, supervisor, department head, officer or elected official who receives a complaint under this procedure must forward the complaint to the Village Administrator for investigation. The Village Administrator shall forward a copy of the complaint to the Chair of the Personnel Committee.
2. Allegations contained in a complaint must be reviewed by the Village Administrator or designee who shall have the power and authority to investigate or appoint an investigator and resolve the complaint or, when appropriate, to recommend appropriate action to the Village Board.
3. The investigator (Village Administrator, designee or appointed) will interview the complainant and document the complaint in writing. If the investigator determines further investigation is necessary, the investigation shall proceed.
4. The accused will be informed of the general nature of the complaint. The accused will be provided an opportunity to discuss the complaint with the investigator.
5. The investigator will interview any other individuals and review documentation as deemed necessary.
6. The investigator will retain a written record of the complaint and any interviews conducted or documentation provided.
7. If the investigator is someone other than the Village Administrator, the investigator will issue written findings to the Village Administrator within 10 days. If the Village Administrator is the investigator, the Village Administrator will finalize the investigation report within 10 days.
8. The Village Administrator will take steps necessary to address the findings, including, where appropriate, discipline up to and including termination of employment. Any resolution or discipline, including verbal warning or reprimand, will be documented together with the original complaint and investigative materials and retained by the Village.
9. Except as provided in the grievance procedure, there shall be no appeal of the findings or resolution. Any resolution that results in discipline will be appealable under the grievance procedure.

Allegations Regarding Conduct of Village Administrator

1. Any complaint alleging inappropriate conduct by the Village Administrator should be submitted to the Chair of the Personnel Committee. Any employee, supervisor, department head, officer or elected official who receives a complaint regarding conduct of the Village Administrator must forward the complaint to the Chair of the Personnel Committee for investigation. The Chair of the Personnel Committee shall forward a copy of the complaint to the Village President.
2. Allegations contained in a complaint must be reviewed by the Chair of the Personnel Committee or designee who shall have the power and authority to investigate, or appoint an investigator, and resolve the complaint or, when appropriate, to recommend appropriate action to the Village Board.

3. The investigator will interview the complainant and document the complaint in writing. If the investigator determines further investigation is necessary, the investigation shall proceed.

4. The accused will be informed of the general nature of the complaint. The accused will be provided an opportunity to discuss the complaint with the investigator.

5. The investigator will interview any other individuals and review documentation as deemed necessary.

6. If the complaint remains unresolved following completion of the investigation, the Chair of the Personnel Committee shall submit written findings to the Village Board within 10 days.

7. The Village Board will take steps necessary to address the findings, including, where appropriate, discipline up to and including termination of employment.

8. Except as provided in the grievance procedure, there shall be no appeal of the findings or resolution.

Allegations regarding Elected Officials

Any allegations of misconduct by elected officials should be directed to the Village President.

Village Complaint Intake Form

A Complainant should be informed:

1. The Village will conduct a prompt investigation into complaints alleged.
2. The information provided will be confidential to the extent practical.

Complainant's Name:

Phone: Email:

Name of Individual(s) complained against:

Name: Department:

Job Title (if known):

Describe the conduct or violation alleged (include the rule or policy believed to have been violated):

Date of violation (if applicable):

Witnesses to alleged conduct (contact information if available):

Have you taken any other action to address this conduct? Describe below:

Intake Supervisor Name:

Date:

Signature:

VI. USE POLICIES

A. ~~Voice~~E-mail and Internet Use

The Village computer system and electronic mail system is to be used for work related matters only. All computer system hardware and software, all electronic files and electronic messages (e-mail) and business records are the property of the Village, whether composed, received or sent by the employee. Employees have no expectation of privacy related to the Village computer and e-mail systems.

The Village reserves the right to inspect an employee's computer, including its hard drive (HD) and other media at any time. The Village reserves the right to retrieve, monitor or review any messages, including deleted messages, in the Village system, and may disclose such messages for any purpose without notice to the employee and without seeking permission of the employee. Employees may not password the system without permission and without first revealing the password to the appropriate Village officer.

All employee statements in electronic messages and files are expected to be professional. Employees are expected to respect the confidentiality of messages sent to others. Employees may not access or review E-mail messages that are not distributed to them.

Employees may not use the Village computers to access the internet except for job related purposes. Employees shall not knowingly use, view, submit, publish, display or transmit on the Village system, any information utilizing the Internet for illegal purpose(s), conduct any gambling, betting or gaming activity, violating or infringing on the rights of any other person, containing defamatory, false, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive or otherwise biased, discriminatory or illegal material, or in violation of any Federal, State and/or local laws and regulations.

Village policies prohibiting sexual or other harassment are applicable to the e-mail system. Messages containing foul, inappropriate or offensive language or those containing racial or ethnic slurs or sexual innuendo are prohibited.

Any employee who becomes aware of a violation of this policy must notify his or her Department Head or Designee or the Village Administrator. The Village will undertake a prompt and thorough investigation of any violation under this policy. The Village will, to the greatest extent possible, maintain the confidentiality of all those involved in the investigation. If an investigation confirms a violation of this policy, the Village will take appropriate disciplinary action up to and including discharge. An employee may also be subject to civil liability and criminal prosecution may result from certain actions.

All employees are required to cooperate with the investigation of violations of this policy. Failure to cooperate with an investigation, or making a false statement in a complaint or investigation, could subject you to discipline, up to and including discharge.

The Village reserves the right to modify or change the policies set forth above to comply with applicable law, to meet changing circumstances or for any other reason.

B. Electronic Communications Policy

1. Purpose

The Village provides electronic communications devices and systems to elected and appointed officials and staff to establish a secure, reliable, maintainable and supportable method of communication for conducting Village business. Electronic resources are a valuable asset that must be protected. It is in the Village's interest to maintain policies to prevent and prohibit illegal, mischievous or otherwise harmful activities from occurring on Village-owned electronic communication systems.

2. Scope

2.11. — This policy applies to all Village-owned electronic communication systems or devices.

2.22. — This policy does not apply to employee-owned computers or other electronic devices being used on the Village's wireless network. However, employee-owned computers must remain strictly stand-alone and will not be permitted to be permanently connected to the Village network.

2.33. — All other policies, procedures, ordinances and rules adopted by the Village governing employee conduct are applicable to the use of Village computer, data storage or network resources.

2.44. — This Policy shall not be construed in a manner that causes it to conflict with any Wisconsin or Federal law or any Village ordinance.

3. Definitions^[DD14]

3.1 — The terms "electronic communications systems" and "electronic communications device" include, but are not limited to personal computers (PCs), laptops, data terminals, telephonic equipment, voice mail, e-mail, Internet and Intranet, cell phones, personal digital assistants (PDA'S) or handheld computers. ~~device" include, but are not limited to personal computers (PCs), laptops, data terminals, telephonic equipment, voice mail, e-mail, Internet and Intranet, cell phones, personal digital assistants (PDA'S) or handheld computers.~~

3.2 Authorized Village staff means the Village Administrator or Department Head, his/her designee or a departmental Computer Support Technician.

4. General Policy

- ~~4.11.~~ 4.11. ~~_____~~ All electronic media including data, communications and information, i.e. information transmitted or stored on the electronic media systems of the Village, is the property of the Village of Mukwonago.
- ~~4.22.~~ 4.22. ~~_____~~ The Village retains the right to access, inspect, monitor and/or disclose any data stored on any electronic communication device owned by the Village, whether transmitted or received via electronic information systems (including information downloaded from the Internet or received or sent via e-mail), media of any kind, and/or any means of data input.
- ~~4.33.~~ 4.33. ~~_____~~ Information stored, saved or maintained on a Village-owned electronic communication device is considered public information and may be subject to public disclosure.
- ~~4.44.~~ 4.44. ~~_____~~ Authorized Village staff has access to every electronic communication device at any time so as to be able to inspect and monitor the material contained thereon.
- ~~4.55.~~ 4.55. ~~_____~~ Village-owned electronic communication devices may not be used for the transmission of data in a disruptive manner during any Village meeting except in the event of an emergency.
- ~~4.66.~~ 4.66. ~~_____~~ Village-owned electronic communication devices may be used at home to view meeting packets or for doing Village business.
- ~~4.77.~~ 4.77. ~~_____~~ Assigned electronic communication devices shall be used for in an appropriate and professional manner at all times. The use of language inappropriate to the workplace is prohibited.
- ~~4.88.~~ 4.88. ~~_____~~ Use of Village-owned electronic communication devices for the creation of offensive messages or documents, including racial slurs, sexual slurs, and obscene, vulgar and other inappropriate language is strictly prohibited.
- ~~4.99.~~ 4.99. ~~_____~~ Unless specifically exempt, information stored in any automated format is considered to be a public record. The user of any Village-owned laptop will be the custodian of the stored information so the Village can make the information available when requested in accordance with the provisions of applicable laws.
- ~~4.1010.~~ 4.1010. ~~_____~~ Software that has not been properly licensed is illegal and the penalties are severe.
- ~~4.1111.~~ 4.1111. ~~_____~~ Authorized Village staff may issue electronic communication devices, such as laptops or cell phones, to Village staff, appointed and elected officials to conduct Village business.
- ~~4.1212.~~ 4.1212. ~~_____~~ All Village-owned electronic communication devices remain the property of the Village and must be surrendered at the completion of

employment with the Village, upon termination of an official's term office or upon request of the Village Board.

5. Incidental Personal Use

Although occasional and limited personal use of computers is tolerated, subject to the limitations, conditions and regulations contained in this Policy, assigned laptop computers may not be used in any way that:

1. Directly or indirectly interferes with Village operations of computing facilities or e-mail services.
2. Is contrary to or damages the Village's interests.
3. Results in any incremental costs to the Village.
4. Interferes with any Village official's or employee's duties, performance or other obligations to the Village. Examples include, but are not limited to excessive use of games, surfing the internet, etc.

~~5.~~ Any personal use of Village-owned electronic communication devices is at the risk of the person engaging in the activity. The Village of Mukwonago is not responsible or liable for the consequences. Such use should be limited to individualized personal communications and not mass distribution of material. Using computer resources for incidental personal purposes to transmit material by instant message or electronic mail should be minimal. Use of computer resources for such incidental personal purposes is a privilege and can be withdrawn by the Village Board at any time.

~~6.~~ Prohibited and Restricted Use

1. To create or transmit material which is designed or likely to threaten, disturb, intimidate or otherwise annoy or offend another, including but not limited to, broadcasting unsolicited messages or sending unwanted mail after being advised it is unwanted.
2. To create or transmit defamatory material.
3. To gain unauthorized access to facilities or services accessible by the Village network and intended to be used for official Village business or to use such facilities or services in an unauthorized manner.
4. To conduct business or engage in any "for profit" communications or activities.
5. To access, view or obtain any "adult entertainment," sexually explicit, pornographic or obscene material unless it is for work-related investigatory purposes.
6. For political campaign purposes, including, but not limited to, using e-mail to circulate names, addresses, telephone numbers or other information generated from Village files.

7. To gain commercial or personal profit or advantage, including, but not limited to, selling lists of names, addresses, telephone numbers or other information generated from Village files.
8. To create or transmit material of an offensive nature, including racial or sexual slurs, obscene, vulgar and other inappropriate language, except for Police Dept. investigations.
9. To represent oneself directly or indirectly as conducting Village business when using such equipment for incidental personal purposes.
10. To create web pages. No personal web pages may be created, regardless upon what server they may reside. Web pages representing official Village information may be created in coordination with the Village Administrator's Office.
11. To print lengthy documents except for Village purposes.
12. For any purpose that would be a violation of any Village rules or ordinance, State or Federal law, regulation or order.

7 Software

7.1.1. All software running on Village computers must be properly licensed and proof of this licensing must be maintained by each Village department and/or the Clerk-Treasurer's Office.

7.2.2. No software may be added or removed from Village computers or other electronic communication systems without prior approval from the appropriate Department Head.

8 Internal and Other Internet Electronic Mail

8.1.1. Village computers have been equipped with firewall and anti-virus software intended to be used to access electronic mail (E-Mail), either internal or internet, or across the World Wide Web.

8.2.2. Transmission of any material in violation of Federal or State laws or regulations is prohibited.

8.3.3. While the internet is an effective network for its purpose, it is not and should not be considered a secure network and should not be relied on for the transmission of confidential or sensitive data or messages.

8.4.4. Software may not be downloaded to any Village computers except when it is expressly permitted by this policy or policy of your department. Doing so could put the Village in jeopardy of violating software copyright laws and/or could contaminate the Village's network with viruses and other malicious software.

9 Security

9.1.1. All Village, employees, staff and elected and appointed officials are expected to take reasonable precautions to protect Village-owned laptop computers assigned to them from damage, destruction or theft.

9.2.2. All Village employees, staff and elected and appointed officials are encouraged to take the appropriate steps to protect the security of networks and files by the use of assigned passwords and by taking all necessary steps to maintain the integrity of all passwords. No one should ever share their passwords with anyone or post them anywhere. The Village Administrator and Department Heads, and/or their designee(s) have the right to access all user and device passwords of Village-owned computers, networks and data storage systems. Department Heads, and/or their designee(s), have the right to know all user and device passwords of their respective department's computers, networks, data storage systems and any other electronic device.

9.3.3. Any suspected breach of security, damage, destruction or theft of any Village owned computer or electronic device should be reported to the Village Administrator and/or your Department Head as soon as possible.

10 Games

Any Village computers equipped with the Microsoft Windows may include games such as Solitaire or Minesweeper. These games may be used by new users to acclimate to the use of a computer mouse and to improve hand-eye coordination. No other games should be installed on any Village-owned computer not held out for public use.

Electronic Communication Usage Agreement

CERTIFICATION

I, _____, certify I have read and understand
(Print Name)

The Village of Mukwonago's Electronic Communication Policy and will adhere to all provisions.

Signature

Date

Received by:

Department Head

Date

Keep the copy of this acknowledgement form return this original to the Village Administrator's Office.

Laptop Number

C. Cellular Equipment Policy [DD15]

This section sets forth the Village's Policy on the use of cellular handheld Voice and Data Services Equipment, which includes cellular phones, Blackberries, smart phones and any other equipment that utilizes cellular signals to provide internet access, hereinafter collectively referred to as "cellular services." Should a laptop computer or tablet fall into this category, its possession and use must also comply with the Village's Electronic Communications Use Policy.

Cellular services provide authorized users with the capability to do one or more of the following from a handheld device:

- Send and receive e-mail and/or data
- Place and receive calls
- Remotely access files, calendars, address books and task lists
- Research and browse the web
- Access and run various applications

Assignment of Village Cellular Services

Job Requirements

Employees may be candidates for Village-assigned Cellular Services if they:

- are required to remotely access their email or calendar on a regular basis to carry out their job responsibilities;
- must remotely complete time sensitive work on a regular basis;
- have responsibilities related to emergency response or continuity of business services;
- can significantly increase productivity and/or reduce overall expenses by using Village assigned Cellular Services; or
- Can otherwise establish cellular services are necessary.

Requests for Cellular Services

When a Department Head determines cellular services are needed for an employee's job responsibilities, the Department Head or Designee must submit a request to the Village Administrator for review and approval. Requests should document the need and benefit of using this technology, including service/device costs and cost justification. Cost savings that would be realized by consolidating services into one device to replace other devices such as a laptop, cellular phone, PDA or pager should be documented in the request. Whenever frequency of use does not justify an individual assignment cellular services should be shared or pooled to maximize savings. When pooling or sharing of cellular services does not meet operational needs, an employee may be individually assigned a wireless device and service.

If/when there is a significant change or anticipated change in the cellular service use, the Department Head or Designee should notify the Village Administrator to make arrangements to correct the plan.

Approvals

Because of the initial and ongoing costs associated with these devices and short product life cycles, care should be taken to approve the least expensive solution that meets user needs and then only for employees who can clearly demonstrate this technology will help them perform their duties in a more efficient manner.

Employee Receipt of Cellular Services

Department Heads or the Village Administrator issuing the phone must provide a copy of this policy and an Acknowledgement of Receipt Form to any employee using any Village-assigned cellular services. The employee's Department Head or Designee or the Village Administrator is responsible for obtaining a signed Acknowledgement of Receipt form from those employees and keeping it on file for the duration of the employee's use of cellular services and any additional time determined by the Village's records retention schedule.

Review

~~The Clerk-Treasurer's Office may review Wire Services bills to ensure each employee is on the most cost effective plan most closely matching his/her typical usage pattern. Recommendations for changes in the plan assignment should be documented and submitted to the Village Administrator for review.~~ Per departmental internal procedures, Department Heads or Designees familiar with an employee's usage are ~~also~~ responsible for reviewing/approving monthly cellular service billings.

Annual review of Cellular Services usage may be used to determine if there is a continuing need for the equipment and services and if it is cost justified. Department Heads or Designees should inform the Village Administrator when the determination is made to disconnect or reassign service.

Annual Distribution of Policy

~~The Clerk-Treasurer~~ Human Resources will distribute this policy annually to Department Head or Designee and service approvers to ensure all employees who use cellular services receive the policy and have an acknowledgement form on file.

Employee Use of Cellular Services

a. Use of Wireless Devices

Village provided cellular services are intended for Village business. Personal use of is prohibited, except if the use falls under the identified incidental personal use circumstances identified in the electronic communication policy and calls

otherwise permitted under a collective bargaining agreement. Examples of essential personal calls include arranging for care of a child or any other family emergency, to alert a family member of an unexpected delay due to a change in work schedule or to arrange for transportation or service in the event of car trouble, etc.

Departments must ensure compliance with the personal use restrictions articulated in this policy by implementing procedures so employees who use cellular services, or a designated staff member who is familiar with the employee's usage, should conduct periodic reviews of Wireless Service billing to identify personal calls prohibited by this policy.

When an employee is authorized to use an individually assigned wireless device, the Village may permit a personal cellular number to be added to a Village-owned device so long as no personal plan or device charges are billed to the Village's accounts and personal billing statements are kept separate from Village business billing account statements.

b. Safety

The safe use of cellular devices is of the utmost importance, thus employees are responsible for using them in a safe, prudent and legal manner. When driving a vehicle or operating potentially hazardous equipment, an employee's attention should be fully directed to that activity. As a general rule, cellular devices should be turned off in such situations, allowing voice calls to go into voicemail and email/text messages. If there is good reason for a phone call to be answered promptly, the employee should safety stop his/her activity or pull over to the side of the road before answering the phone.

Cellular Equipment Use Agreement

CERTIFICATION

I, _____, certify I have read and
(Print Name)

Understand the Village of Mukwonago's the Cellular Equipment Policy and will adhere to all provisions.

Signature

Date

Received by:

Department Head or Designee

Date

Keep the copy of this acknowledgement form return this original to the Village Administrator's Office.

D. Social Media Policy

1. Purpose

This policy establishes rules and guidelines concerning personal web pages or Internet sites when referencing the Village of Mukwonago, with the intent to ensure employees use appropriate discretion so as not to discredit the Village and its agencies. This policy will clearly identify prohibited activities by employees on social networking and other web sites, both on and off duty. Professionalism, ethics and integrity are essential to our work as we attempt to provide the best quality of governmental services to the community. To achieve and maintain the public's highest level of respect, we must place reasonable restrictions on our conduct and hold to these standards of conduct, whether on or off the job. This policy will ensure all employees treat any confidential material handled by your department appropriately.

2. Policy

The Village respects an employee's rights to use social networking sites as a medium of self-expression during non-work time. However, when statements include information about the Village that, by its nature, may compromise public confidence or cause significant disruption to the Village, the contents are restricted by this policy. This policy requires any employee who utilizes social networking sites off the job to take personal responsibility for all posts made as it reflects on them as a Village of Mukwonago employee and the Village as a whole. This policy applies to written or oral forums, internet websites, conversations, blogs, electronic mail and social networking sites.

3. Procedure

The following prohibited activity and guidelines apply to employees both on and off job: —

1. — Unless in the performance of an authorized duty or with specific authorization by your Department Head, the Village Administrator or his or her designee, employee use of Village computers to access social networking sites (Facebook, MySpace, etc...), blogs or bulletin boards is prohibited. Some examples where authorization could be given are:
 - a. Investigation of an incident report.
 - b. A background investigation on an applicant.
 - c. A "dummy" account may be utilized in the course of such investigations (Police Department only).
2. — No Village electronic mail accounts may be used to register for or to respond to social media sites unless authorized by your Department Head, the Village Administrator, or his or her designee.
3. — Employees may not post, transmit, reproduce and/or disseminate information (text, pictures, video, audio, etc.) to the Internet or any other

forum (public or private) that would tend to discredit or reflect unfavorably upon the Village or any of the Village's employees.

4. —Unless authorized by a Department Head or his or her designee, Village employees shall not release, either directly or indirectly, information concerning investigations, crimes, accidents, police department training or violations of law to persons outside the Village, except as allowed by policy, and shall treat as confidential the official business of the Village Police Department. Examples of some types of information are reports, photographs, video or audio recordings.
5. —Unless on a Police Department, Fire Department or Village website, this policy strictly prohibits the use of the Village of Mukwonago Police Department or the Mukwonago Fire Department name, uniform, logo, patches, badges, marked police or fire vehicles and any other indicia of identity on your social network site without written permission of the Chief of Police or the Fire Chief or their designee(s).
6. —Speech that disrupts the operations of the Village, undermines the authority of the Village and its management staff, or impacts the public perception of the Village, is not protected by the First Amendment.
7. —Employees are prohibited from posting content inconsistent with their duties and obligations. Offensive comments regarding protected classes (race, religion, sex, color, national origin, age, disability, ancestry, and sexual orientation), Village residents or the public in general, tend to undermine trust and confidence in the Village of Mukwonago and its agencies and violate Village policy.
8. —The Village strictly prohibits knowingly or recklessly posting of false information about the Village and its agencies, management, coworkers, public officials and others who have a relationship to or with the Village of Mukwonago.
9. —Employees may comment on issues of general or public concern (as opposed to personal grievances) so long as the comments do not disrupt the workplace, interfere with important working relationships or efficient work flow, or undermine public confidence in the officials of the Village and/or the Village of Mukwonago as a whole. The instances will be judged on a case-by-case basis.
10. Matters of public concern are those matters of interest to the community as a whole, whether social, political or other reasons.
11. Comments related to personal grievances may subject an employee to disciplinary actions if they constitute insubordination or if they otherwise violate any other rules or regulations of the Village or its agencies.
12. The Village strictly prohibits the use of any social media for the purpose of harassment, intimidation or retaliation against any person by a member of this department.
13. If you identify yourself as a Village of Mukwonago employee is clear you are expressing your own views and not those of the Village or your Department.

Do not give the appearance that you are speaking or acting on behalf of the Village or your Department.

4. Employees should be aware posting on websites, including social networking sites, should not be presumed to be private. Accordingly, employees may be subject to discipline for violating any of the above referenced conditions.
 1. Village employees are personally responsible for the content they publish on blogs, wikis or any other form of user-generated media. Be mindful that what you publish will be public for a long time – protect your privacy.
 2. Use a personal e-mail address (never your Village e-mail address) as your primary means of identification. Never use your Village e-mail or contact information as a means of identification.
 3. If you publish content to any non-Village Web site that has something to do with the work you do, with any subject associated with the Village or if there might be any implication of your association with the Village, use this disclaimer: "The postings on this site are my own and don't necessarily represent the Village's positions, strategies or opinions."
 4. Uphold all laws governing copyright, fair use, privacy, financial disclosure, defamation, libel and other similar issues. Do not post any copyrighted material unless: a) are the copyright owner, b) have the express written permission of the copyright owner or c) if it might be associated with the Village and you have received confirmation from the Village that use of such copyrighted material conforms to the doctrine of "fair use."
 5. Never post Village confidential or other proprietary information. Never publish or report on conversations meant to be private or internal to the Village.
 6. Do not cite or reference clients, citizens or suppliers without their approval.
 7. Respect your audience. Do not use ethnic slurs, personal insults, obscenity or engage in any other conduct that would not be acceptable in the Village's workplace. Show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory – such as politics or religion.
 8. Be aware of your association with the Village in online social networks. If you identify yourself as a Village employee, ensure your profile and related content is consistent with how you wish to present yourself with customers, partners, colleagues and clients.
 9. Violations of this policy may lead to disciplinary action.

Receipt for Social Media Policy

CERTIFICATION

I, _____, certify I have read and understand the
(Print Name)
Village of Mukwonago Social Media Policy and will adhere to all provisions.

Signature

Date

Received by:

Department Head or Designee

Date

Keep the copy of this acknowledgement form return this original to the Village Administrator's Office.

E. Vehicle Use Policy

1. Introduction

The operation of Village vehicles is necessary in conducting the day-to-day business of the Village of Mukwonago. The use of Village vehicles represents one of the greatest liabilities facing the self-insurance programs. Recognizing this, it is imperative the Village take reasonable steps to control the use of Village owned, leased and privately owned vehicles used while performing Village business. This policy sets forth the guidelines governing the operation of vehicles used in the performance of official Village business. Department Heads are responsible for implementation and enforcement of this policy for all vehicles and drivers assigned in their department.

2. Scope

This policy applies to all Village owned and leased vehicles operated on public roads and includes special use vehicles such as construction and excavation equipment designed to operate primarily off-road but driven on public roads to a job site. Where appropriate, this policy applies to the operation of privately owned vehicles used while performing official Village duties.

3. General Guidelines

1. 3.1—Only Village employees may be authorized to operate Village vehicles.

Persons volunteering services to the Village are considered Village employees for purposes of this policy and may operate Village vehicles when their duties require travel as long as such travel is under the approval or direction of the Department Head and necessary in the course of performing official Village business e.g. police explorers, paid-on-call firefighters, EMTs and paramedics.

2. 3.2—Intentional abuse, moving violations, reckless operation or negligent actions while operating any Village vehicle may result in the suspension of the employee's use of a Village vehicle and may be grounds for further disciplinary action.

3. 3.3—Employees must obey all local, state and federal laws while operating Village vehicles and anytime personal vehicles are used on official Village business.

4. 3.4—Village vehicles are to be used only for official Village business and may not be used by employees for personal reasons except as detailed in Section 9.

5. 3.5—Village vehicles may be used to transport Village employees and individuals employed by firms or other governmental entities for the purpose of, and to promote, ridesharing/carpooling to a Village sanctioned meeting or event. Family members may not be transported in Village vehicles unless authorized by Department Head or Designee.

- ~~6. 3.6~~—When cargo, materials or tools are being transported, the driver is responsible for assuring that all items are properly secured to prevent them from shifting or falling from the vehicle or trailer.
- ~~7. 3.7~~—No person is allowed to ride on running boards, fenders, hoods, tailgates, beds or other locations on a vehicle not designed or approved by the vehicle manufacturer for passenger seating.
- ~~8. 3.8~~—The driver shall not operate any vehicle when normal vision is obstructed.
- ~~9. 3.9~~—No Village vehicle may be left unattended and unsecured with the motor running or the keys left in it. In the event of an emergency and the vehicle is left unsecured, the operator must return as soon as possible to secure the vehicle or have another department employee secure it.
- ~~10. 3.10~~—The Village will not be responsible for the personal property left in Village vehicles.
- ~~11. 3.11~~—The Village reserves the right to conduct an annual driver record review for any employee using a Village vehicle. Employees whose job includes operating a motor vehicle, shall keep their operator's license and all required endorsements, current and valid. Members shall report any drivers license restrictions. Employees who are arrested, cited, or come under investigation for any criminal or traffic offense, both within and outside of the Village of Mukwonago, shall report this incident, in writing, to their Department Head as soon as practical. This includes driver's license traffic and OAWI violations. Department Heads will provide the Police Department with each employee's full name (first, middle initial and surname) and date of birth. The Department Head will receive a report for review. Reports will be shredded after review, unless restrictions or convictions are reported. The reports will be maintained in a secure location, pending the outcome of any necessary action(s).
- ~~12. 3.12~~—Employees operating a Village owned vehicle or their personal vehicle for Village business must obey all alcohol and drug use regulations as set forth by state law as well as alcohol and drug use rules issued by the Village.
- ~~13. 3.13~~—Installation and/or use of any speed detection devices in Village owned vehicles are prohibited except as required for law enforcement vehicles.
- ~~14. 3.14~~—Village vehicles may not be used to transport hitchhikers, jump-start vehicles or provide other vehicle services unless required by job duties or an emergency.
- ~~15. 3.15~~—Each Department Head will be responsible for ensuring that all of their employees who drive Village vehicles are aware of the provisions of the Vehicle Usage policy. This information may be conveyed in department work rules, vehicle usage logs, the Vehicle Usage Agreement (Attachment 2) or other administrative method as deemed appropriate by the Department Head.

4. Pre-Operation Inspection

- ~~1. 4.1~~—An employee who operates a Village vehicle, regardless of frequency, is responsible for the proper care and operation of that vehicle.

~~2. 4.2~~—Any defects that will affect safe operation of the vehicle will be promptly reported to the driver's Department Head or Designee. No employee may operate a Village vehicle in an unsafe condition. Any vehicle damage that is beyond normal wear and tear must be documented and reported to the employee's Department Head or Designee and The Village Administrator.

5. Operator's License

~~1. 5.1~~—A valid Wisconsin vehicle operator's license must be in the employee's possession at all times while operating a Village vehicle. In the case of commercially rated vehicles, the proper commercial driver's license for the vehicle's weight and class must be valid and in the possession of the driver.

~~2. 5.2~~—Any employee who operates a vehicle in the performance of official Village duties and whose operator's license is suspended or revoked must immediately report this information to the appropriate Department Head.

6. Parking and Garaging

~~1. 6.1~~—All Village vehicles should be parked or garaged in Village facilities which are nearest to either the location from which the normal driver or drivers are assigned to or the site or facility of actual use.

7. Take Home Vehicles

~~1. 7.1~~—The decision regarding assignment of Village vehicles allowed to be driven to and from work (commuting) must be upon recommendation of the employee's Department Head or Designee and considering the best interests of the Village and must be approved by the Village Administrator for short-term, specific uses, e.g. out-of-town training or conferences, and subject to Village Board approval for long-term daily use.

~~2. 7.2~~—Personal use of any assigned vehicle is restricted to commuting miles only except for *de minimus* use. *De minimus* means infrequent and irregular, which is further defined as no more than one time per month, or twelve times per year, on weekdays within Village limits.

~~3. 7.3~~—Requests for assignment of vehicles to be taken home must follow the same application, review and approval process as detailed in Section 7.1.

~~4. 7.4~~—When the Village Board has authorized an employee to use a Village vehicle for commuting purposes, the employee is required to follow Internal Revenue Service (IRS) regulations.

~~5. 7.5~~—Employees assigned Village vehicles that may be used for commuting purposes must submit usage reports on a monthly basis to their respective Department Head.

- ~~6. 7.6~~ No reimbursement to the Village may be made if the Village Board of Trustees has not determined that the parking or garaging of a Village vehicle at an employee's home is for the benefit of the Village.
- ~~7. 7.7~~ Village vehicles that are taken home over night must be locked and secured in the responsible employee's driveway or other designated parking space which is in close proximity to the employee's residence.
- ~~8. 7.8~~ When an employee is on vacation or leave, his/her assigned vehicle should be made available for use by the respective department when practical.

8. Limitation on Usage

- ~~1. 8.1~~ Use of any Village vehicle is limited to Village Business unless approved by the Village Administrator.

9. Out of Town Travel and Meeting Attendance

- ~~1. 9.1~~ With Department Head approval, an employee may take a Village vehicle home prior to leaving for an out-of-town trip, attending a late evening or early morning meeting (or after returning from such trips/meetings) which would require a return to the work place outside of normal working hours. The employee may use the Village vehicle only for travel necessary to accomplish official Village business.

10. Trailers and Towing

- ~~1. 10.1~~ A driver whose vehicle is towing a trailer or other equipment must assure that the trailer hitch is securely latched, adequate for the load being towed, properly installed on the towing vehicle and that safety chains are properly attached.
- ~~2. 10.2~~ The driver must insure that the trailer or other towed equipment is supplied with proper lighting including brake lights, turn lights and running lights.

11. Leased or Rented Vehicles

- ~~1. 11.1~~ When it is necessary for a Village employee to use a short-term rental vehicle for Village business, the employee must purchase, at the Village's expense, optional comprehensive and collision damage coverage through the renting agency at the time the vehicle is rented.
- ~~2. 11.2~~ Long term leases will be insured through the Village's insurance program upon written notification of the lease to the Village Administrator.

12. Parked Vehicle

- ~~1. 12.1~~ Any vehicle left unattended must be legally parked in a designated parking space. Vehicles responding to emergency situations or those parked at job sites should be parked with due regard to safety and security considerations.

2. ~~12.2~~ Village vehicles not taken home must be secured in Village parking lots during non-working hours. When it is necessary to leave a vehicle at a job site overnight, the operator must insure the vehicle is parked and secured in an area that provides reasonable security.

13. Parking, Traffic Tickets and Locksmith Charges

1. ~~13.1~~ Village vehicle users are responsible for any parking or traffic tickets received while using a Village vehicle. Fines issued for expired vehicle registrations on Village-owned vehicles will be paid or reimbursed by the Village. The user is also responsible for any cost incurred as a result of locking keys in a vehicle or losing the vehicle's keys.

14. Use of Safety Restraints

2. ~~14.1~~ All Village vehicles must be equipped with seat belts and all occupants of Village vehicles must properly wear seat belts when the vehicle is in operation and when so equipped.
3. ~~14.2~~ The operator of construction, excavation and other off road equipment must use the occupant restraint system any time the vehicle is in operation.
4. ~~14.3~~ Employees are prohibited from removing, deactivating, modifying or otherwise altering any occupant restraint system installed by the manufacturer unless approved or instructed by the manufacturer.

15. Personally Owned Vehicles Used for Village Business

1. ~~15.1~~ The Village's liability insurance program provides limited coverage for employees while operating personally owned vehicles to conduct Village business. This coverage is limited to protection from claims made against the Village and the employee while operating in the course of employment. The Village's liability insurance coverage is excess over the employee's personal automobile liability insurance.
2. ~~15.2~~ The Village does not provide insurance coverage for physical damage to an employee's privately owned vehicle. Employees who use personally owned vehicles for Village business should confirm that their personal auto insurance policy provides coverage for this use.
3. ~~15.3~~ Employees who transport Village clients in their own vehicles and whose vehicle suffers damage during the transport may be eligible for partial reimbursement for damages.

 1. ~~1.~~ The employee must carry insurance coverage on the vehicle and proof of insurance must be provided prior to reimbursement payment.
 2. ~~2.~~ Damages will be covered to the amount of the deductible or five hundred dollars

(\$500.00), whichever is less.

~~3. 3.~~ Coverage is limited to incidents that occur while the employee is using his/her vehicle for official, authorized Village business.

~~4. 4.~~ In the event of a vehicular accident, the employee must submit a police report.

~~5. 5.~~ The employee must submit to his/her Department Head, a signed explanation of the damages that are not reportable to the police and a dated receipt for repairs, cleaning, etc.

~~6. 6.~~ Department Heads will submit a recommendation for reimbursement to The Village Administrator. Any reimbursements will be paid from the Vehicle Physical Damage fund and an annual report of all reimbursements will be prepared.

~~4. 15.4~~ The Village will reimburse employees for actual necessary and reasonable mileage expenses incurred while on official authorized Village business. Commuting expenses between an employee's residence and his/her normal place of employment are not reimbursable. All travel must be authorized by the Department Head to be reimbursable. Mileage reimbursement will be equal to that authorized by the IRS for use of an employee's personal vehicle while on authorized business. (Example: miles x IRS rate less fuel purchased on Village credit card = reimbursable amount)

~~5. 15.5~~ Motorcycles, mopeds, bicycles, all-terrain vehicles and other similar type methods of transportation are prohibited from use for Village business travel purposes.

16. Public Works Vehicles

All Village employees in the Department of Public Works are instructed to refer to their departmental Vehicle Operation and Repair resources regarding the operation of Public Works Department vehicles.

17. Law Enforcement Vehicles

Police Department personnel must comply with all applicable departmental rules and policies concerning the use of department vehicles.

18. Accident Reports

- ~~18.1~~ Any accident involving a Village owned, rented, leased or privately owned vehicle used in the performance of Village business is be handled as follows:
- 1st Summon medical care for any injured parties.
 - 2nd Notify appropriate law enforcement authorities and cooperate fully with the investigation.
 - 3rd Notify employee's Department Head or Designee.

- ~~18.2~~ The Department Head should notify the Village Administrator as soon as possible.
- ~~18.3~~ The Department Head is responsible for initiating the department investigation of the accident, preparing a statement detailing the accident, securing repair estimates for Village vehicles and recommending any follow-up preventative actions.
- ~~18.4~~ When the Village driver is determined to be at fault in a vehicle accident, the Department Head or Designee may recommend disciplinary action subject to review.

19. Qualified Non-Personal Use Vehicles

- ~~1. 19.1~~ Clearly marked police and fire vehicles - a vehicle that a police officer or fire fighter who is always on call must use for commuting. The governmental unit prohibits any personal use (other than commuting) of the vehicle outside the limit of the police officer's arrest powers or the fire fighter's obligation to response to an emergency. A police or fire vehicle is clearly marked if, through a painted symbol or words, it is easy to see the vehicle is a police or fire vehicle. A marking on a license plate is not a clear marking for this purpose.
- ~~2. 19.2~~ Unmarked vehicles used by law enforcement officers if the use is officially authorized - Personal use must be necessary to help enforce the law, such as being able to report directly from home to a stakeout site or to an emergency. Use for vacation or recreation trips cannot qualify as an authorized use.

20. Interlock Devices

If a Village vehicle is required to have an interlock device installed, the employee responsible for causing the installation shall be responsible for paying the cost of such installation, as well as being subject to disciplinary action up to and including termination.

Vehicle Use Agreement

Please print or type:

_____ Driver Name – First, Middle, Last	_____ Driver License Number	_____ State
_____ Department	_____ Birth Date	_____ Work Telephone

PROVISIONS

All Vehicles

1. The provisions of this agreement are applicable to all Village of Mukwonago employees.
2. I currently possess a valid Wisconsin driver license or a commercial driver license ((CDL) and will immediately notify my Department Head whenever my license is revoked, restricted or suspended.
3. I understand the Village may request my driving record from the WI Dept. of Transportation.
4. I understand only Village employees are authorized to operate Village vehicles.
5. I understand Village vehicles may be used to transport individuals employed by firms or governmental entities for the purpose of ridesharing/carpooling to a Village sanctioned meeting or event.
6. I understand family members cannot be transported in Village vehicles unless authorized by Department Head, or Designee.

Squad Cars

1. I will comply with the Vehicle Use Policy and the additional provisions specifically pertaining to the law enforcement vehicles.

Personal Use Restrictions - All Village Owned Vehicles

Personal use is permitted only for personally assigned vehicles and limited to commuting miles and *de minimus* use. Commuting miles are defined as travel from home to your permanent work site and from the permanent work site to your home.

CERTIFICATION

I certify I have read and understand the Village of Mukwonago Vehicle Use Policy and will adhere to all provisions.

_____ Driver Signature	_____ Date
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Department Heads: Keep the copy of this acknowledgement form return this original to the Village Administrator's Office.

Vehicle Use Agreement – Personally Assigned Vehicles

Please print or type:

Driver Name – First, Middle, Last Driver License Number State

Department Birth Date Work Telephone

PROVISIONS

All Vehicles

1. The provisions of this agreement are applicable to all Village of Mukwonago employees.
2. I currently possess a valid Wisconsin driver license or a commercial driver license and will immediately notify my Department Head or Designee whenever my license is revoked, restricted or suspended.
3. I understand the Village may request my driving record from the WI Dept. of Transportation.
4. I understand only Village employees are authorized to operate Village vehicles.
5. I understand Village vehicles may be used to transport individuals employed by firms or governmental entities for the purpose of ridesharing/carpooling to a Village sanctioned meeting or event.
6. I understand family members cannot be transported in Village vehicles unless authorized by Department Head, or Designee.

Personally Assigned Vehicles

1. I will maintain accurate records of all business miles or daily commutes.
2. I understand assigned take home vehicles are restricted to commuting use only, except for *de minimus* use.
3. I will submit my Personal Use of Village Vehicle report monthly.

Squad Cars - I will comply with the Vehicle Use Policy and the additional provisions specifically pertaining to the law enforcement vehicles.

Personal Use Restrictions

Commuting miles are defined as travel from home to your permanent work site and from the permanent work site to your home.

CERTIFICATION

I certify I have read and understand the Village of Mukwonago Vehicle Use Policy and will adhere to all provisions.

Driver Signature

Date

Department heads: Keep the copy of this acknowledgement form return this original to the Village Administrator's Office.

F. COMPENSATION PHILOSOPHY [DD16]

Definition and Purpose

The Compensation Philosophy is a statement that guides the design of the compensation system and strategy. The statement aligns total rewards (cash compensation and benefits) with the goals for recruitment and retention of employees. The philosophy takes a comprehensive, long term focus and explains the compensation program's goals and how the program supports the employer's long range strategic goals. Without a compensation philosophy, compensation decisions tend to be viewed from a short term tactical standpoint apart from the Village's overall goals.

Objectives

The Village of Mukwonago recognizes that its employees play a unique and significant role in the provision of municipal services. The Village endeavors to recruit, train and develop cohesive, high quality professional staff that will excel in providing public services. It is the compensation philosophy of the Village to provide a total compensation package (salary and benefits) to attract quality staff. As such, individual employee performance is also an important component of the Village's compensation system.

The Village has identified the following objectives in its compensation philosophy and program:

- Provide fair and equitable rates of pay to employees
- Develop a system that establishes a market rate for each position classification and states the minimum and maximum rates that the Village will pay individual employees in those classifications
- Establish rates of pay that allow the Village to successfully compete for, recruit and retain qualified employees with a higher level of prior related work experience while being fiscally responsible with public resources
- Ensure that pay rates for existing employees are based on individual performance that meets or exceeds expectations and reflects changing economic conditions
- Develop a pay system that allows employees to progress through the pay ranges as long as their performance consistently meets or exceeds expectations based on a formal annual performance evaluation
- Implement pay administration policies and procedures that ensure consistent application throughout the Village
- Ensure that the compensation program is understandable to employees, Department Heads, Village Board, and the public
- Allow the Village to retain experienced employees

Position Descriptions and the Classification Plan

~~Position descriptions comprise the basis of the compensation program. The position description outlines the primary purpose of the position; the essential functions, knowledge, skills and abilities required to perform the job; education and certifications required; as well as minimum and desired qualifications. To determine proper placement within the Village's classification plan, the following nine factors are considered and rated:~~

- ~~1. Education~~
- ~~2.1. Work Experience~~
- ~~3.1. Decision-making and Independent Judgement~~
- ~~4.1. Responsibility for Policy Development~~
- ~~5.1. Planning~~
- ~~6.1. Contact with Others~~
- ~~7.1. Supervisory Responsibilities~~
- ~~8.1. Working Conditions~~
- ~~9.1. Use of Technology or Specialized Equipment~~

~~Each position is scored based on the above criteria and grouped in the classification plan with other positions which are similarly scored. Pay ranges are based on these groupings in the classification plan, not on individual positions. Employees who possess qualifications outside of position requirements will generally not receive additional compensation for those qualifications.~~

~~The organization will review position descriptions at any time there is a major change in the composition of a position to ensure the position description remains accurate and up to date. The content of the position descriptions remain the responsibility of the Village Administrator and Village Board.~~

Reclassification

~~Occasionally a position within the organization may undergo a significant change in duties in order to meet the needs of the organization. In that case, the position description will be reviewed and when applicable, updated with new areas of responsibility. Based on the significance of the change, the Village Board will determine if a change in salary is required. Reclassifications may be initiated by the Village Administrator, but staff may also request a review through the Village Administrator.~~

External Market Analysis

~~In order for the organization to attract and retain employees, it is necessary to evaluate the external market to determine if our total compensation package is appropriate. To remain competitive, it is the intent of the Village to review the external market every five to seven years or more frequently when so determined by the Village Board. The municipalities selected for comparison are similar to the Village of Mukwonago and include cities and villages located near and around Mukwonago geographically and those which will be comparable as the Village grows. This group includes municipalities close to Mukwonago's current population and the projected population at the time of the next expected review of the external market.~~

~~In determining a municipality's comparability to the Village of Mukwonago, financial criteria is also used. Factors considered include: equalized value; property tax levy and tax rate; basic spending per capita; per capita income; operating spending per capita; general obligation debt and shared revenue.~~

Compensation Plan

~~The Compensation Plan for the Village includes the classification of positions with ranges established for each classification. Each range has a 35% spread based on the initial market survey's recommendation of the study's consultant. Employees move through the established ranges through Village Board approved cost of living adjustments (COLA) or merit-based increases based on performance. Performance evaluations must be completed by June 30th and submitted to the Village Administrator for review. Employees with performance ratings of meeting or exceeding expectations may be eligible to receive an increase in the beginning of the new budget year provided an allocation for COLA has been made by the Village Board as explained in Item XI of the Village's Classification, Compensation and Performance Evaluation Program Policy.~~

~~Employees with performance ratings of below expectations or needs improvement will not receive an increase until the performance rating improves to meeting expectations or higher. An employee who is at the maximum of the pay range may still be eligible for a performance-based increase as described in the Village's Classification, Compensation and Performance Evaluation Program Policy.~~

~~Annually, the Village Board will review the compensation plan and may recommend changes due to factors such as recruitment and retention issues. Prior to preparing the annual budget, the Finance Director will present the current budget year's Compensation Plan classification ranges adjusted by a factor to maintain ranges comparable to the market. The annual adjustment to the ranges will be based on the average annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the 12 months ending June 30. The CPI-U was chosen as it is representative of 89% of the total U.S. population. A negative CPI-U will result in no change to the established ranges for the subsequent budget year. The Village Board reserves the right to deviate from the compensation plan when, in sole judgment of the Board, market conditions or other circumstances dictate such a decision.~~

Compensation Plan Adjustment Implementation

~~Effective the date of implementation as determined by the Village Board, employees in positions where the pay rate is adjusted upward as a result of a market study or pay equity review will have their base rate brought up to the minimum pay established for the range in which the position is classified. Employees whose pay exceeds the established range will not be eligible for base rate increases but will not suffer a pay cut. Instead, the employees' base rates shall be frozen until such time as their pay range maximum exceeds their current base rate of pay. Employees whose base rate falls within their established range will not be eligible for a base rate adjustment solely based on the market study implementation.~~

~~Any future market adjustments will be handled in the same manner as described above. Some possible exceptions to base rate adjustments are described in the Classification, Compensation and Performance Evaluation Program Policy, under the Compensation Plan section, item V(k).~~

DRAFT

~~G. POSITION CLASSIFICATION, COMPENSATION AND PERFORMANCE EVALUATION PROGRAM POLICY~~ [DD17]

~~Classification Plan~~

~~I. Position Classification Plan~~

~~The Village Board has adopted the following Position Classification Plan. The Classification Plan includes all non-represented positions in the Village, with the exception of temporary or seasonal positions. Each position will be placed in the Classification Plan with positions which scored similarly in the position evaluation process. Pay ranges based on external benchmarking are established for the classification and apply to all the positions within that classification.~~

~~Position descriptions outline the primary purpose of the position. Written descriptions for all positions will include the following:~~

- ~~a. A position summary which explains the nature of the work responsibilities of the position;~~
- ~~b. a. The essential duties and responsibilities;~~
- ~~c. a. Position requirements such as the knowledge, skills, and abilities necessary for performance of the work;~~
- ~~d. a. A statement of the education, experience and training required, and desired (if different) for recruitment;~~
- ~~e. a. Specialized requirements such as licensures, certifications, or registrations;~~
- ~~f. a. Physical requirements and working conditions~~

~~Each position is evaluated and scored using the following nine criteria:~~

- ~~1. Education~~
- ~~2.1. Work Experience~~
- ~~3.1. Decision-making and Independent Judgement~~
- ~~4.1. Responsibility for Policy Development~~
- ~~5.1. Planning~~
- ~~6.1. Contact with Others~~
- ~~7.1. Supervisory Responsibilities~~
- ~~8.1. Working Conditions~~
- ~~9.1. Use of Technology or Specialized Equipment~~

~~The scoring of the position determines its placement within the classification plan. Major changes to a position description will prompt a review against the scoring criteria to determine if a change in classification is warranted. The content of position descriptions are the responsibility of the Village Administrator and the Village Board.~~

II.I. Maintenance of Classification Plan

The Village Administrator has overall responsibility for the Classification Plan and has designated responsibility for the maintenance of it to the Finance Director. Any changes recommended by the Finance Director will be reviewed and approved by the Village Administrator prior to recommendation to the Village Board for implementation.

Department Heads will be responsible for notifying the Finance Director of substantive changes in the nature of the duties, responsibilities, working conditions, or other factors affecting the classification of any existing position in their department. The Finance Director will work with the Department Head to review and analyze changes in position and determine whether the change in the nature or level of duties and responsibilities warrants a revision in the scoring of the position and/or a new title. The Finance Director will determine whether the changes result in a reassignment to a different pay range within the Classification Plan. Significant updates to position descriptions, the creation of new position descriptions and any recommendation to changes of the positions within the Classification Plan will be brought before the appropriate committee for approval and recommendation to the Village Board for adoption.

III. Classification of New Positions

The Finance Director will be responsible for the analysis and placement of new positions within the Village's Compensation Plan.

IV. Amendments of the Position Classification Plan

The Village Board will approve amendments to the Position Classification Plan by adding, changing, or deleting positions or classes of positions and pay ranges based on internal analysis, market comparisons, authorized budget allocation, and other relevant factors, based upon the Finance Director's recommendations and Village Administrator's review. The Village Board reserves the right to modify or eliminate all or any portion of the Classification Plan at any time.

Compensation Plan

I. Coverage of the Compensation Plan

The Village Board has adopted the following Compensation Plan. The Compensation Plan includes all non-represented position classifications in the Village, with the exception of temporary or seasonal positions.

~~II. Objectives~~

~~The Village recognizes that employees play a significant role in the provision of services in the community. The Village strives to recruit and retain high quality employees to provide public services. Please refer the Village of Mukwonago's Compensation Philosophy document for additional information on the objectives the Village Board seeks to achieve through its Compensation Plan.~~

~~III.I. Compensation Plan~~

~~The Compensation Plan is designed to establish and maintain a pay structure which attracts, motivates, recruits and retains qualified employees; is competitive with the local labor market; and recognizes and rewards individual employee performance. These objectives are accomplished through the use of:~~

- ~~a. A formal position evaluation and classification system~~
- ~~b.a. Competitive compensation structure with pay increases based on cost of living and/or performance factors as the Village budget allows.~~
- ~~c.a. Pay ranges with an established minimum and maximum rate based on the external market and on the placement of the position within the Classification Plan.~~
- ~~d.a. Performance evaluation as a major component of the Village's Compensation Plan and a basis for employee development. Employees may receive merit increases based on the results of individual employee performance evaluations as the Village budget allows.~~
- ~~e.a. Annual review and evaluation of the overall Compensation Plan with communication to the Village Board of any recommended changes.~~
- ~~f.a. The Compensation Plan, and/or individual wage adjustments, may be limited by budgetary constraints and be structured accordingly.~~

~~IV.I. Maintenance of Compensation Plan~~

~~As part of the annual budgetary process, the Village Administrator and Finance Director will review the status of the Compensation Plan and evaluate any amendments to maintain an up-to-date and competitive compensation structure.~~

~~The Village Administrator will recommend to the Village Board any modifications to the plan based upon a study of local economic conditions, the financial state of the Village's budget, and market/merit conditions of position classifications and other relevant factors.~~

~~V. Pay Adjustments~~

~~The Finance Director will be responsible for implementing all pay adjustments approved by the Board. Pay adjustments may occur as a result of the following:~~

- ~~**a. Cost-of-Living Adjustment (COLA):** The Village Board may grant a cost-of-living adjustment each fiscal year based on the recommendation of the Village Administrator and budgetary considerations. Only employees who achieve a Meets or Exceeds Expectations on their annual evaluation will be eligible for the cost-of-living increases which will go into effect at the beginning of the new budget year. The minimum and maximum values for each range will be adjusted annually based on the average annual percentage change in the Consumer Price Index for all Urban Consumers (CPI-U) for the 12 months ending June 30. The CPI-U was chosen as it is representative of 89% of the total U.S. population. A negative CPI-U will result in no change to the established ranges for the subsequent budget year. Employees who are at the minimum of the range prior to the CPI-U adjustment will be brought up to the new minimum (assuming a positive CPI-U) even if no other COLA or merit-based increases are granted.~~
- ~~**b.a. Movement within Ranges:** An employee who receives an evaluation of Meets or Exceeds Expectations and who will not exceed the range maximum for his or her position classification will receive the COLA increase approved by the Village Board for the succeeding budget year. Increases will be effective for time worked beginning January 1 of the new budget year.~~
- ~~**c.a. Range Maximums:** An employee whose current pay exceeds the maximum established for his or her pay range will be kept at that base rate until the CPI-U adjusted range maximum catches up to the pay rate. At that point the employee will receive an increase not to exceed the CPI-U adjusted range maximum, assuming a performance rating of Meets or Exceeds Expectations.~~
- ~~**d.a. Performance-Based Increase:** Performance-based increases may be authorized by the Village Board in conjunction with the Village's Performance Evaluation Program. Performance increases are based on an individual employee achieving an "Exceeds Expectations" rating on the annual performance evaluation which must be completed and submitted to the Village Administrator by June 30th for the prior calendar year. Department Heads must review all evaluations with the Village Administrator prior to discussing evaluation with the employee, particularly those evaluations which exceed expectations to ensure the eligibility for the increase. Performance-based increases up to the amount of \$1,000 will be paid to the approved employee on the first paycheck in February of the new budget year following the performance evaluation, provided sufficient financial resources have been allocated per item XI of this policy. At the discretion of the Village Administrator and Village Board, in consultation with the employee's supervisor, employees may also receive a merit-based adjustment to their salary in lieu of a one-time performance-based increase.~~

~~**e.a. Demotion:** An employee may receive a decrease in pay due to a demotion to a lower level position assigned to a lower pay range. The Department Head will recommend a proposed pay level which will be subject to review and approval by the Village Administrator and confirmed by the Village Board.~~

~~**f.a. Promotion:** An employee promoted to a position classification with a higher pay range, will be brought up to the minimum base rate for that range if his or her current rate is below that amount. An additional wage adjustment may be granted as the Village budget allows. The Department Head will recommend a proposed base rate which will be subject to review and approval by the Village Administrator and confirmed by the Village Board.~~

~~**g.a. Reclassification:** When a position is reclassified resulting in the assignment of the position to a different pay range, the employee's pay may be adjusted in accordance with the pay range for the newly assigned classification. The Department Head (unless the position in question is a Department Head position) will recommend a proposed base rate which will be subject to review and approval by the Village Administrator and confirmed by the Village Board.~~

~~**h.a. Transfer:** The Village Administrator may adjust the pay of an employee transferred to a new position within the range as recommended by the Department Head subject to confirmation by the Village Board.~~

~~**i.a. Other Increases:** Other pay increases may be granted from time to time with the approval of the Village Administrator and Village Board. For example, the assumption of duties outside of the normal scope of the position description may have an additional amount paid to the employee as compensation for those duties pending approval by the Village Board. This additional amount will be removed when the employee no longer performs the additional duties.~~

~~**j.a. Qualifications Outside of Position Requirements:** Position placement within the Classification Plan is based on the stated functions and requirements of the position. Employees who achieve certifications, educational degrees, or some other qualification outside of position requirements will generally not receive additional compensation for those qualifications although the Board may recognize such achievement with a one-time recognition.~~

~~**k.a. Implementation of Compensation Plan Adjustments Based on External Market Studies or Equity Review:** Employees in positions where the pay rate is adjusted upward as a result of a new market study or pay equity review will have their base rate brought up to the minimum established for the range in which the position is classified. Employees whose base rate falls within the established range will generally not receive a base rate adjustment. Employees whose pay exceeds the maximum will not be eligible for a base rate increase.~~

~~**Exceptions to the above:** The Board may approve an additional one time 1-3% increase to the base rate for employees whose pay falls within 15% the bottom of the~~

~~established range for their position's classification relative to the length of time they have been in the position. Increases may be granted in the following scenarios:~~

Years in Position	Adjustment
1-3 Years	0%
Over 3 and up to 8 Years	1%
Over 8 and up to 15 Years	2%
Over 15 Years	3%

~~VI. Amendments to the Compensation Plan~~

~~The Village Board reserves the right to modify or eliminate all or any portion of the Compensation Plan at any time.~~

~~Performance Evaluation Program~~

~~I. Coverage of the Performance Evaluation Program~~

~~The Village Board has adopted the following Performance Evaluation Program which is based on position-specific competencies. The Program will include all non-represented positions in the Village, with the exception of temporary or seasonal positions.~~

~~II.I. Objective~~

~~The primary objective of the Village of Mukwonago's Performance Evaluation Program is to encourage a high level of employee performance and recognize Village employees who exceed established competency standards utilizing an objective evaluation system. As such, the program will reward performance for those who exceed those standards in serving the citizens of the Village of Mukwonago. The Performance Evaluation Program also serves to identify areas where employee improvement or development is needed in order to meet the established standards for the position.~~

~~III.I. Implementation~~

~~The Village Administrator, under the direction of the Village Board, is responsible for implementation of the Performance Evaluation Program.~~

~~IV.I. Definitions~~

- ~~a. Annual Evaluation Period: The annual performance evaluation period for employees will be on a twelve-month calendar basis, with evaluations due to the Village Administrator by June 30th.~~

~~**b.a. Competency:** A required performance factor identified as essential for the position~~

~~**c.a. Performance Increase:** An annual increase in pay based on an employee exceeding established performance standards.~~

~~**d.a. Performance Goal:** A projected result using the S.M.A.R.T. criteria.~~

~~**e.a. Evaluator:** An individual having supervisory authority over the employee. The Evaluator is designated as a Department Head, Department Supervisor or the Village Administrator. The Village Board will evaluate the performance of the Village Administrator.~~

~~**V.I. Policy**~~

~~a. Individual employees' performance is formally evaluated annually on a twelve-month basis ending June 30th. All employees covered by this policy are evaluated based on their performance on established performance factors, defined performance levels, and approved goals.~~

~~b.a. Eligible employees who have been promoted/transferred/demoted and are in an introductory period status may receive a performance increase upon completion of their introductory period.~~

~~c.a. Employees who receive an overall rating of Below Expectations may be provided an opportunity to improve their performance at the Village's discretion. If the opportunity for improvement is granted by the Village, the employee will be placed on probationary status and a performance improvement plan will be developed and followed for the period specified in the plan. Improvement plans should not exceed 90 days. A 30-day extension may be granted if needed and approved.~~

~~**VI.I. Performance Factors**~~

~~Employees are evaluated on the basis of position-specific performance competencies designed to measure significant dimensions of their performance. All performance factors are defined on the Performance Evaluation Form.~~

~~**VII.I. Establishing Performance Goals**~~

~~Goals will be established for each employee covered by the Performance Evaluation Program. Employees may have the opportunity to develop performance goals and discuss them with their Department Head to ensure conformity with unit objectives and the Village's goals and objectives for that particular office or department. For employees in their introductory period, the Department Head will develop the employee's initial goals. Department Heads must approve all employee-proposed goals and will have the discretion to reject, change or establish alternate goals that best serve the department.~~

~~VIII.I. Rating Employee Performance~~

~~An employee's performance is evaluated based on the degree to which he or she demonstrates behaviors described within each pre-established performance competency and, where applicable, on attainment of performance goals. For each performance competency, the evaluator selects the level, which most closely describes the employee's performance. The four (4) levels of performance ratings are:~~

- ~~**a. Exceeds Expectations:** Employee consistently performs above the established performance standard for the competency. In addition, the employee regularly makes positive contributions to the work unit that demonstrates creativity and initiative. Employee has complete understanding of all the requirements of the position and how they relate to the goals of the organization, the mission of the department and the needs of other departments. Employee takes a leadership role in developing new ideas on how to improve the level of service and possesses the job knowledge, skills and abilities required to successfully complete all assigned tasks efficiently and effectively. Only a small number of employees typically achieve this level of performance.~~
- ~~**b.a. Meets Expectations:** Employee maintains performance level in accordance with the established standard for the competency and performs position duties at or near full proficiency. Employee's work is completed accurately and on time and the employee works well with associates and the public. The majority of all employees perform at this level.~~
- ~~**c.a. Needs Improvement:** Employee is not meeting some of the performance standards for established competencies. Employee may be lacking some of the required knowledge, skills, and abilities required to perform some tasks to established standards. Coaching and additional training may be necessary to raise the employee's performance level.~~
- ~~**d.a. Below Expectations:** Employee is not meeting a significant number of performance standards established for the competencies required of this position. Employee lacks the required knowledge, skills and abilities and is unable to perform many of the tasks required of the position. Corrective measures are necessary and a formal performance plan should be implemented.~~

~~It is anticipated that ratings of "Exceeds Expectations" or "Below Expectations" are the exception, not the rule.~~

~~IX.I. Establishing Overall Ratings~~

~~Employees' overall performance ratings will be correlated to any merit increases that are authorized by the Village Board for the following budget year. Employees who receive a~~

~~performance rating of Below Expectations may be placed on a performance improvement plan and will be ineligible for any pay increase until a Meets Expectations level is achieved.~~

~~**XI.I. Frequency of Ratings**~~

~~An employee's performance is formally evaluated once during the calendar year with the following exceptions:~~

- ~~**a. Orientation Period:** An employee who is in an orientation period (generally 12 months) will be evaluated upon completion of the approved period. These evaluations should be submitted to the Village Administrator, no later than fifteen (15) calendar days prior to the close of the employee's orientation period. An employee may be terminated at any time after consultation with the Village Administrator.~~
- ~~**b.a. Extended Orientation Period:** If a new employee's overall performance is less than Meets Expectations and the employee is not terminated, the Department Head may request in writing to the Village Administrator, an extension of the employee's orientation period up to 90 additional days. The time frame specified in subparagraph (a.) above will apply to submission of the extended introductory period evaluation.~~
- ~~**c. Transfer/Resignation of an Evaluator:** A performance evaluation is submitted for an employee at the time of transfer, promotion, or resignation of the Evaluator, provided an employee performance evaluation has not been completed within ninety (90) days. This process facilitates the new evaluator's ability to evaluate the employee's entire rating period.~~
- ~~**d.c. Diminished Performance:** If at any time during the evaluation period an employee's performance diminishes and falls Below Expectations, the employee may be placed on probation, counseled and placed on a performance improvement plan as deemed appropriate by the Department Head and approved by the Village Administrator. The employee may be terminated at any time after consultation with the Village Administrator.~~

~~Evaluators are responsible for ensuring all documents are forwarded to the Village Administrator according to the time requirements outlined in this policy.~~

~~**XI.I. Administration of Performance Evaluation Process**~~

~~**Annual Fund Allocation Process**~~

~~The Village Administrator, working with the Village Board, will annually review the operation of the Performance Evaluation Program and the following process will be utilized in developing budget estimates of funds to be allocated to the various departments of the Village.~~

- ~~a) The Finance Director will determine the dollar amount to allocate to each department based on the performance evaluation rating results submitted by June 30th and approved by the Village Administrator.~~
- ~~b)a) Performance increase recommendations will be clearly supported by each respective employee's performance evaluation rating. The Village Administrator and Village Board will give final approval of all recommendations for performance-based pay increases.~~
- ~~c)a) The total amount of funds dedicated to performance increases will be recommended for approval as part of the annual budget process.~~

~~Employee Performance Evaluation Administrative Process~~

- ~~a. All evaluations are to be conducted using the performance competencies identified by the Department Head for the position.~~
- ~~b.a. Evaluators should review performance notes and other documentation gathered throughout the evaluation period on individual employee's performance on the essential duties and responsibilities of the position, other performance factors and on the established goals for the evaluation period. Evaluators will also establish goals for the next evaluation period for each employee supervised.~~
- ~~c.a. Employees should review information relative to their individual performance during the evaluation period in preparation for the evaluation.~~
- ~~d.a. Supporting examples and/or commentary must be provided for ratings that are above or below the "Meets Expectations" standards. These comments should amplify or explain why or how you chose a particular level of performance.~~
- ~~e.a. **Important! Evaluators will turn in their proposed Performance Evaluations to the Village Administrator prior to meeting and discussing them with the employee. If the proposed Performance Evaluation is acceptable, the Village Administrator will sign the evaluations and return them to the Evaluator for review with and signature from the employee. If the Performance Evaluation is not acceptable, the Village Administrator will discuss the evaluation with the Evaluator as to areas of the evaluation that are unacceptable and require modification.**~~
- ~~f.a. Employees and evaluators sign the Performance Evaluation form to signify this process was accomplished.~~

~~XII.I. Performance Goals~~

- a. ~~Apply the S.M.A.R.T criteria to performance goals. These are designed to answer the Who, What, Where, When, Why and How of job expectations for the coming year.~~
- ~~**Specific:** The goals should identify a specific duty, action, project or event.~~
 - ~~Ask – What exactly will be accomplished?~~
- ~~**Measurable:** Describe the measurements to be used to determine that the results or outcomes expected have been achieved.~~
 - ~~Ask – How will I know when the goal has been reached, what defines a successful outcome?~~
- ~~**Attainable:** Goals should challenge people to do their best, but they need to be attainable.~~
 - ~~Ask – Is this goal reachable? What resources are needed to reach it?~~
- ~~**Relevant:** Goals must directly pertain to the performance that is being managed.~~
 - ~~Ask – Why is this goal significant to the employee's job or department?~~
- ~~**Timely:** Goals must have starting and ending points. This will help employees focus their efforts, and to plan accomplishment of goals around day-to-day duties and crises.~~
 - ~~Ask – When does this goal need to be achieved?~~

~~XIII.I. Monitoring Performance~~

~~While formal evaluations are an annual process, performance feedback should not be a once-a-year event, Department Heads and Supervisors should be providing feedback to their employees (both positive and negative) on a regular basis throughout the year regarding performance. Employees should never learn about an important issue for the first time during the annual review. The evaluation is not a substitute for recognition, coaching, or discipline that should occur throughout the year.~~

VII. HANDBOOK RECEIPT

This Handbook has been prepared to help employees become familiar with Village policies. The Village may change, amend or delete some of the policies, procedures and benefits contained in this Handbook at any time, with or without notice.

The language in this Handbook is not intended to create, nor is it to be construed to constitute, an agreement or contract of employment, expressed or implied, for any length or period of time between the Village and any one or all of its employees. Nor is this Handbook intended to constitute a promise of any benefits to any Village employee, rather, it is a summary of some Village policies.

The Village does not guarantee any employee continued employment for any definite period of time. Village employees are employees "at will," meaning either the Village or the employee may terminate the employee's employment at any time for any reason, with or without cause and with or without notice. No person employed by the Village, except the Village Administrator, with approval of the Village Board, has authority to enter into an agreement with any employee for employment for a specific period of time. Any such agreement must be in writing and approved by the Board.

I, _____, acknowledge I have received and read the Village of Mukwonago Employee Handbook and understand the provisions contained therein. I understand the terms described in the Employee Handbook may be altered, modified, changed or eliminated by the Village at any time, with or without prior notice.

I understand that I am required to provide current emergency contact information to be maintained in the Village's payroll system. I have verified the emergency contact information is current and accurate.

I understand this employee handbook supersedes any previous handbook or policies I may have received, making them void.

I further understand the Village's Employee Handbook and any other provisions contained therein do not constitute a guarantee of employment or an employment contract, express or implied. I understand, as a non-represented employee, my employment is "at-will" unless covered by Civil Service provisions or other applicable State of Wisconsin statutes or Village of Mukwonago ordinances or policies, and, if at will, my employment may be terminated at any time for any reason, with or without cause, and with or without notice.

Employee Signature

Date

Department Head Signature

Date

NOTE: One copy of the following Receipt should be removed and placed in the employee's personnel file. The other copy will remain with the employee's personal copy of the Employee Handbook.

(Intentionally blank)

DRAFT

VII. HANDBOOK RECEIPT

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Employee Signature

Date

Department Head Signature

Date

NOTE: One copy of the following Receipt should be removed and placed in the employee's personnel file. The other copy will remain with the employee's personal copy of the Employee Handbook.

Village of Mukwonago Remote Work Arrangements Policy

The ability to work remotely on a short-term basis is one of the flexible work arrangements that the Village of Mukwonago offers employees during temporary periods when physically being in the office is difficult for the employee. Arrangements are typically made to accommodate a short-term medical, family or personal need. This option may be offered when it benefits both the Village and the employee. An arrangement made for an employee on a medical leave must be made with the consent of the employee's health care provider.

Remote work arrangements do not change the terms and conditions of employment with the Village. As such, the Village has the right to refuse to make remote work available to an employee and to terminate a remote work arrangement at any time.

Equipment and Materials:

Telecommuters will be provided with the following equipment and materials:

- A laptop or desktop computer comparable to the computers being used by other Village employees. Computer will be purchased and configured by IT.
- A printer, if job duties dictate the need.
- Software required by the position as determined by the Department Head and IT department. Software will be purchased and installed by IT.
- Virtual Private Network (VPN) provides access to files while working remotely. Employees will be responsible for saving all work-related files to the network.
- Village Hall employees will use their telework-enabled desk phones when working remotely in order to assist with handling in-coming calls.
- The Village will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. The Village will also reimburse the employee for other business-related expenses, such as shipping costs, that are reasonably incurred in accordance with job responsibilities. The employee should follow usual company expense reimbursement policies and provide receipts.

All equipment, records, and materials provided by the Village shall remain the property of the Village and is for Village business-use only and may not be used by any individual other than the employee. The employee agrees to protect Village equipment, records, and materials against unauthorized or accidental access, use, modification, destruction, or disclosure. The employee agrees to report to the Department Head instances of loss, damage, or unauthorized access at the earliest reasonable opportunity.

Equipment supplied by the employee, if deemed appropriate by the Village, will be maintained by the employee. The Village accepts no responsibility for damage or repairs to employee-owned equipment.

The employee will be required to use a Village provided email account as their primary means of communication. The employee must provide their own internet connection. The employee will be solely responsible for purchasing any additional hardware or software required for the internet connection. Employee shall also be solely responsible for cost of installation and associated monthly fees. Village reserves the right to make determinations as to appropriate equipment, subject to change at any time.

Provisions and Conditions of Working Remotely

The employee and Department Head will review the feasibility of remote work based on the following criteria:

- **Job Responsibilities** - determine if the job can be successfully performed remotely, including review of the work schedule.
- **Workspace/Equipment:** assess equipment needs and workspace design considerations.
- **Employee Competencies** - evaluate needs and work habits. Employees who work remotely should be good planners, self-motivated, strong communicators, able to manage their workload effectively, aware of their personal work style preferences, flexible, committed and responsible, willing to ask for feedback, able to work independently with minimal supervision, able to work without continual input and support from others, comfortable working and being alone, possess time management skills, proven producers of quality work, and able to focus on priorities and meet deadlines.

Additional Considerations

1. There may be occasions when remote work is suspended for a given period of time because of unexpected events, emergencies, or village need.
2. The employee will establish an appropriate work environment within their home for work purposes. The Village will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.
3. The Village assumes no responsibility for injuries occurring in the employee's at-home workspace outside the agreed-upon work hours. The employee agrees to maintain safe conditions in the at-home workspace and to practice the same safety habits as those followed on the Village premises. Telecommuting employees are responsible for promptly notifying their Department Head of any injuries that occur in the employee's workspace. With regard to the employee's at-home workspace, the following guidelines should be followed:
 - a. Post a list of emergency phone numbers (hospital, fire department and police department) at the alternate work site.
 - b. A first aid kit should be easily accessible and supplies should be replenished as needed.
 - c. Keep a portable fire extinguisher easily accessible and serviced as needed and make sure smoke detectors are in working order.
 - d. Make sure to avoid unnecessary back, arm, neck, and eye strain when arranging the alternate work site. Adjust computer screen so that it is approximately 18-26 inches from your eyes and its height is slightly below eye level.
 - e. Make sure work area is kept clean and walkways are clear to prevent tripping or other injuries.
 - f. The work area should be adequately well-lit, heated, and ventilated for comfort while working. Computer, printer, and other electronics should be kept out of direct sunlight and away from heaters.

- g. Storage must be organized to minimize risks of fire and spontaneous combustion. Heavy items need to be securely placed on sturdy stands close to walls.
 - h. All extension cords must include surge protectors and be plugged in to grounded outlets. Extension cords and other cables need to be free of tangles at all times.
- 4. The employee understands that their personal vehicle will not be used for Village business unless specifically authorized by the Department Head. However, the employee may use their personal vehicle for travel to and from the Village's office, when necessary.
- 5. The employee and Department Head will agree on the number of days of remote work allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone or email within a reasonable time period during the agreed upon work schedule.
- 6. Telecommuting employees will be required to enter their hours worked into a time sheet. An email indicating hours should be sent to the supervisor every Friday morning of the week prior to a pay period. Important - overtime work must be approved in advance by the supervisor.
- 7. The employee and supervisor will periodically interact by phone, email and in-person meetings to check-in on duties and performance. Remote workers will be subject to scheduled performance reviews in the same manner and frequency as other Village employees.
- 8. Telecommuting is NOT designed to be a replacement for appropriate child, pet, or elder care. Although an individual employee's schedule may be modified to accommodate child/eldercare needs, the focus of the arrangement must remain on job performance and meeting business demands.
- 9. The availability of telecommuting as a flexible work arrangement for employees can be discontinued at any time at the discretion of the Village. The Village will make every effort to provide reasonable notice of such a change. There may be instances, however, where less or no notice is possible. In addition, Department Heads retain the right to terminate or modify this agreement on a temporary or permanent basis at its sole discretion.
- 10. The employee agrees to return Village equipment, records, and materials within 5 business days of the termination of this agreement. All Village equipment will be returned to Village by the employee for inspection, repair, replacement, or repossession within 5 business days of written notice.

Village of Mukwonago Remote Work Agreement

Name: _____

Department: _____

Position/Title: _____

Please review and/or provide the following information and sign in the space provided below.

The completed and signed form should be returned to your Department Head either in person or via email no later than _____.

1.Cell Phone #:

2.Home Phone #:

3.Home Address:

4.Emergency Contact name, relationship and telephone number

5.Should you need additional equipment to effectively work from home, please check each piece of equipment needed.

- ☐ Keyboard
- ☐ Mouse
- ☐ Monitor
- ☐ Headset
- ☐ Other (describe)

6.Additional conditions agreed upon by the teleworker and supervisor are as follows:

Please review the following telework parameters:

- I agree to all provisions as stated in the Village of Mukwonago's Remote Work Arrangements Policy
- I understand that when I am away from the office teleworking, I must comply with all organizational rules, policies, and procedures.
- I understand that my compensation, benefits, and work responsibilities will not change due to the telework arrangement.
- I understand that my telework work schedule will be consistent with my current work schedule and will not significantly change without the approval of my Department Head
- I understand that if I am eligible for overtime pay, I must get advance approval from my Department Head to work over 40 hours per week while teleworking.
- I understand that while teleworking, it is my responsibility to:
 - Maintain a safe work environment as outlined in the Remote Work Arrangement Policy
 - Protect any company equipment in my possession
 - Safeguard confidential work-related information
- I understand that I will not hold business visits or in-person meetings with business affiliates or co-workers at my home telework site.

Employee signature and Date

Department Head signature and Date

A. Purpose:

This policy is established to provide control, stability, and direction for internal key and key card operations.

B. Policy:

This policy will require the attached agreement to establish and implement an effective key control policy which provides legitimate access to all personnel, monitor and track those changes caused by employment, promotion, termination, resignation, etc.

C. Issuing authority

Keys are issued to individuals by the Village Clerk-Treasurer or his/her designee.

D. Lost/Stolen Keys

Any person losing a key must notify their Supervisor immediately to ensure against compromise of the system.

E. Replacement & Re-Issue of Keys

Upon notice of the compromised area due to lost or stolen keys, the issuing authority will replace all affected cores and reissue keys. Requests to re-issue keys shall be made in writing to the issuing authority.

VILLAGE OF MUKWONAGO KEY CONTROL POLICY & AGREEMENT

I, hereby acknowledge the receipt of the key(s) described below. I understand that the key (s) issued are the property of the Village of Mukwonago and are not to be duplicated in any form, or loaned to anyone. I agree that it is my responsibility to promptly report any loss or theft of said key (s) and said key (s) are to be returned upon request or when my need for same no longer exists.

Employee Name:	
Key Identifier:	
Issued By:	
Signature:	

Key Returned on: _____

Received by: _____

September 24, 2020

Mr. Fred Winchowky
Village President
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Phantom Lakes Preserve
Letter of Credit Reduction #2

Dear President Winchowky:

We have reviewed Infinity Development's request, dated September 17, 2020, for a reduction in the Letter of Credit for the Phantom Lakes Preserve development. All outstanding punch list items pertaining to the Storm Water Management pond and restoration have been completed and we are satisfied with the request. We recommend the current Letter of Credit be reduced as follows:

ITEM	Current LOC Amount	Reduction Amount	Remaining Balance
Erosion Control & Restoration	\$15,000.00	\$15,000.00	\$0.00
Sanitary Sewer Construction	\$0.00	\$0.00	\$0.00
Water Main Construction	\$0.00	\$0.00	\$0.00
Storm Sewer and Storm Water Facilities (Including Restoration)	\$8,985.00	\$8,985.00	\$0.00
Contingencies (20%)	\$68,396.40	\$0.00	\$68,396.40
Total Letter of Credit Amount:	\$92,381.40	\$23,985.00	\$68,396.40

We believe that the current letter of credit in the amount of \$92,381.40 may be reduced by \$23,985.00 down to a new letter of credit amount of **\$68,396.40**. The new Letter of Credit amount, which is strictly the contingencies will remain per Article I, Section H of the Developer Agreement, until the 1-year guarantee period has expired. The 1-year guarantee period will expire July 15, 2021 at which point we will review the site to see if the letter of credit can be eliminated.

Attached to this letter you will find the required lien waivers form the Developer's Contractors, as required by the Developer Agreement.

If you or any staff or board member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Mr. Fred Winchowky
Phantom Lakes Preserve - Letter of Credit Reduction #2
September 24, 2020
Page 2

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch
Project Engineer
pgesch@ruekertmielke.com

Enclosure
PWG:pwg

cc: Diana Dykstra, Village of Mukwonago
John Weidl, Village of Mukwonago
Bob Harley, Village of Mukwonago
Mark G. Blum, Village of Mukwonago
Dave Brown, Village of Mukwonago
Ron Bittner, Village of Mukwonago
Tim Schwecke, Village of Mukwonago
Greg Petruski, Infinity Development
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

FINAL WAIVER OF LIEN

DATE: 9/16/2020

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Infinty Development, LLC owner,

By Environmental Control Inc Contractor,

for Erosion Control for a Stormwater Pond Type of work,

same being situated in Waukesha County, State of WI, described as

Phantom Lake Preserve Condos

Mukwonago WI

For all labor performed and for all material furnished for the erection, construction, alternation or repair of said building and appurtenances. none

Company Name: **Environmental Control Inc.**

A handwritten signature in black ink, appearing to read 'Shawn Horton', is written over a horizontal line.

Signature:

Shawn Horton – President

WAIVER OF LIEN

Date: September 15, 2020

Upon receipt of payment, We, hereby waive our rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

for INFINITY DEVELOPMENT LLC Owner,

by New Berlin Grading, Inc. Sub-Contractor,

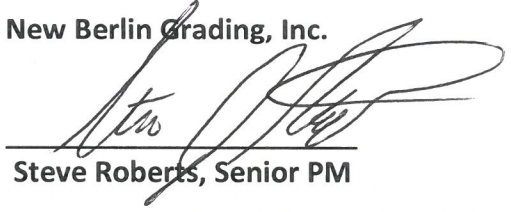
same being situated in Waukesha County, State of Wisconsin,

described as Phantom Lake Reserve, a multi-tenant residential development

Mukwonago, WI

for all labor performed and for all material furnished for the construction and restoration of the stormwater pond thru 9/15/2020.

New Berlin Grading, Inc.


Steve Roberts, Senior PM

Reference:
NBG Job #2004

September 24, 2020

Mr. Fred Winchowky
Village President
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Box Self Storage Development
Letter of Credit Reduction No. 2

Dear President Winchowky:

On September 8, 2020 we received a request from the Developer of The Box Self Storage to have the current letter of credit reduced. The request was for a reduction the storm water ponds, water system, storm sewer, and road paving categories. There are outstanding punch list items that remain for the ponds, storm sewer and road paving that have yet to be addressed. Therefore, we are only recommending that the water system category be reduced as the public water main has already been accepted. The following is a breakdown:

ITEM	Current LOC Amount	Reduction Amount	Remaining Balance
Storm Water Ponds Construction	\$5,511.00	\$0.00	\$5,511.00
Complete Water System Construction	\$85,354.50	\$85,354.50	\$0.00
Complete Storm Sewer Construction	\$3,213.50	\$0.00	\$3,213.50
Road Paving Including Stone Base, Curb & Gutter, & Binder Course	\$5,762.50	\$0.00	\$5,762.50
Surface Course Paving	\$11,250.00	\$0.00	\$11,250.00
Contingencies (20%)	\$79,998.00	\$0.00	\$79,998.00
Total Letter of Credit Amount:	\$191,089.50	\$85,354.50	\$105,735.00

We believe that the current Letter of Credit in the amount of \$191,089.50 can be reduced by \$85,354.50 resulting in a new letter of credit amount of **\$105,735.00**. The required lien waivers were submitted when the water main was accepted. I am attaching them again for ease of reference.

If you or any staff member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch
Project Engineer
pgesch@ruekertmielke.com

Mr. Fred Winchowky
Box Self Storage – LOC Reduction #2
September 24, 2020
Page 2

PWG:pwg
Enclosure

cc: Diana Dykstra, Village of Mukwonago
John Weidl, Village of Mukwonago
Bob Harley, Village of Mukwonago
Mark G. Blum, Village of Mukwonago
Dave Brown, Village of Mukwonago
Ron Bittner, Village of Mukwonago
Tim Schwecke, Village of Mukwonago
Jon Ross, Box Self Storage
Rob Chandler, Box Self Storage
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

WAIVER OF LIEN

Date: July 7, 2020

For value received, I hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, altered, or repaired and to the appurtenances hereunto,

for: Box Self Storage LLC and Ogden Midwest Funding III LLC owner,

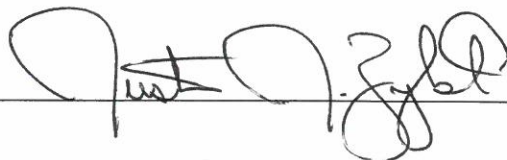
by: Gabes Construction Co., Inc.

for: 12" HDPE Water Pipe

same being situated in the State of Wisconsin, County of Waukesha described as,

1655 Van Buren Drive, Village of Mukwonago

for all labor, services, materials, plans, or specifications performed, furnished or procured by undersigned for the erection, construction, alteration or repair of said building and appurtenances, except, None, In Full



UP - Accounting

FULL UNCONDITIONAL LIEN WAIVER AND RELEASE

NOW THEREFORE BE IT KNOWN, the undersigned certifies that s/he or they have been paid and have received payment in the sum of \$48,854.95 for labor, services, equipment, and/or material furnished to Ogden Midwest Funding 3 LLC for the job of box self storage mukwango, wi water main at the worksite located at 1455 Van Buren Rd, Vukwanago, Wisconsin . S&L Site Services does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent.

The undersigned warrants that s/he or they have already paid or shall ensure that monies received from the payment(s) will pay in full all the contract laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, and services provided and change orders, if any, for the above referenced project up to the date of this waiver.

In addition, the undersigned certifies that all appropriate sales taxes to the State of Wisconsin have been paid on all materials, labor, and installation.

The individual signing this lien waiver on behalf of the undersigned hereby warrants that s/he has full authority to execute this lien waiver.



7-6-2020

(Signature Lien Claimant / Authorized Representative)

(Date Signed)

S&L Site Services
4716 Maple Rd
East Troy, Wisconsin 53120

WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: June 29, 2020

1. Contractor's Name: R.G. Schmitt, Inc.
Contractor's Address: W3734 Evergreen Lane
Montello, WI 53949

2. Property Improved by Contractor's Work (check one):

☒ Street Address: County Hwy ES and Hidden Lakes Drive, Village of Mukwanago, Wisconsin, which project is known as The Ogden Midwest/Box Self Storage

☒ Legal description attached.

3. Contractor's Work furnished at request of: Ogden Midwest Funding III, LLC

4. Waiver of lien rights is made for (select one):

☐ The following work: _____

☒ All Work on this Property to date of this Waiver

☐ Except: Work since _____

5. Title Companies Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived.

CONTRACTOR NAME:

R.G. Schmitt, Inc.

By: _____

Authorized Agent's Name: _____

Title: _____

Address: _____

Telephone Number: _____

President

W3734 Evergreen Lane

Montello, WI 53949

(920)904-0792

§779.05, Wis. Stats. Waivers of Lien, provides, in part, “(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor, services, materials, plans, or specifications were performed, furnished, procured, or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans, or specifications performed, furnished, or procured, or to be performed, furnished, or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, materials, plans, or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, materials, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing.”

Contractor’s failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin’s theft by contractor statute §779.02(5), Wis. Stats.

LEGAL DESCRIPTON

Hidden Lakes Drive-Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ sec. 19, T5N, R19E and part of the section SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 19, T5N, R19E, Village of Mukwanago

September 25, 2020

Mr. Fred Winchowky
Village President
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Chapman Villas
Letter of Credit Reduction #1

Dear President Winchowky:

On September 16, 2020 we received a request from Bielinski as developer of the Chapman Villas project, to have the current Letter of Credit for the project reduced. We've reviewed the site and the remaining punch list items and believe that this request is appropriate based on the amount of work completed to-date. The following table is a breakdown:

ITEM	Current LOC Amount	Reduction Amount	Remaining Balance
Grading, Erosion Control, Incl. Final Site Stabilization	\$455,850.00	\$290,000.00	\$165,850.00
Complete Sanitary Sewer Construction	\$268,437.00	\$268,437.00	\$0.00
Complete Water Main Construction	\$366,249.00	\$366,249.00	\$0.00
Complete Storm Sewer Construction	\$315,898.00	\$315,898.00	\$0.00
Road Paving Incl. Stone Base, Curb & Gutter, Sidewalks, Binder Course of Asphalt All Road Areas	\$566,026.00	\$0.00	\$566,026.00
Final Lift of Asphalt All Road Areas (2021)	\$77,135.00	\$0.00	\$77,135.00
Subtotal	\$2,049,595.00	\$1,240,584.00	\$809,011.00
Contingencies (20%)	\$409,919.00	\$0.00	\$409,919.00
Total Letter of Credit Amount:	\$2,459,514.00	\$1,240,584.00	\$1,218,930.00

We believe that the current Letter of Credit in the amount of \$2,459,514.00 can be reduced by \$1,240,584.00 to a new amount of **\$1,218,930.00**. This amount has sufficient value remaining both in the respective categories and in the contingencies to cover the completion of the outstanding items as well as the punch list items for the categories of work in which we are recommending a full reduction.

Please note that this reduction does not constitute acceptance of the utilities. The utilities will not be accepted until the outstanding punch list items have been completed. Attached, you will find the original request as well as one of the two required lien waivers required for this reduction. **We recommend that this reduction be made contingent on receiving the remaining lien waiver(s) for the work completed to-date.** This lien waiver will be forwarded on once received by our office.

If you or any staff or board member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Mr. Fred Winchowky
Chapman Villas - Letter of Credit Reduction #1
September 25, 2020
Page 2

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch
Project Engineer
pgesch@ruekertmielke.com

PWG:pwg

Enclosure

cc: Diana Dykstra, Village of Mukwonago
John Weidl, Village of Mukwonago
Mark G. Blum, Village of Mukwonago
Bob Harley, Village of Mukwonago
Dave Brown, Village of Mukwonago
Ron Bittner, Village of Mukwonago
Tim Schwecke, Village of Mukwonago
John Donovan, Bielinski Homes
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.



Date: September 16th, 2020

Village of Mukwonago – via email

Diana Dykstra

Clerk-Treasurer

440 River Crest Ct.

Mukwonago, WI 53149

Re: Letter of Credit Reduction Request #1: Chapman Farms/Villas Phase I

Dear Diana Dykstra:

Due to the completion of the work described below, Bielinski is requesting a reduction and acceptance of the work performed on the amount of the Letter of Credit in place for the Chapman Farms/Villas Phase I:

Requesting the following reductions per the Developers Agreement

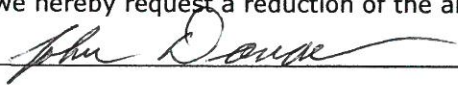
Description of Work	LOC Amount	Reduction Amount	Balance
Grading & Erosion Control, Incl. Final Site Stabilization	\$455,850.00	\$290,000.00	\$165,850.00
Complete Sanitary Sewer Construction	\$268,437.00	\$268,437.00	\$0.00
Complete Water System Construction	\$366,249.00	\$366,249.00	\$0.00
Complete Storm Sewer Construction	\$315,898.00	\$315,898.00	\$0.00
Road Paving Incl. Stone Base, Curb & Gutter, Sidewalks, Binder Course of Asphalt (all road areas)	\$566,026.00	\$0.00	\$566,026.00
Final Lift of Asphalt (all road areas)	\$77,135.00	\$0.00	\$77,135.00
Subtotal	\$2,049,595.00	\$1,240,584.00	\$1,218,930.00
Contingencies (20%):	\$409,919.00	\$0.00	\$409,919.00
Total Letter of Credit Amount:	\$2,459,514.00	\$1,240,584.00	\$1,218,930.00

ORIGINAL LETTER OF CREDIT AMOUNT: \$ 2,459,514.00

NET REDUCTION ALLOWED THIS REQUEST: \$ 1,240,584.00

BALANCE OF LETTER OF CREDIT: \$ 1,218,930.00

By copy of this letter, we hereby request a reduction of the above amount.

Bielinski Homes, Inc.:  Title: Development Manager

The Village of Mukwonago has reviewed the work and by countersigning authorizes the reduction of the above amount.

Name: _____ Title: _____

PARTIAL WAIVER OF LIEN

(4287,000) (K# 29035

September 11, 2020

For value received, We hereby waive ALL rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

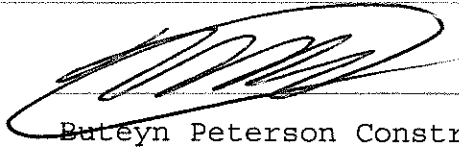
for Bielinski Homes, Inc. owner

by Buteyn Peterson Construction contractor

for same being situated in Waukesha County, State of Wisconsin, described as

Chapman Villas, Mukwonago

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, N/A


Buteyn Peterson Construction

September 25, 2020

Mr. Fred Winchowky
Village President
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Hittman Property
Letter of Credit Reduction #1

Dear President Winchowky:

The Developer of the Hittman Property project on Arrowhead Drive and STH 83 has completed the site work for grading, infill, and the construction of a new storm water pond. They have requested that their current letter of credit be reduced. We've reviewed the request and agree with the reduction. The following table is a breakdown:

ITEM	Current LOC Amount	Reduction Amount	Remaining Balance
Erosion Control	\$5,300.00	\$5,300.00	\$0.00
Restoration	\$7,700.00	\$7,700.00	\$0.00
Excavation/Grading of Pond & Pond Structures	\$31,190.00	\$31,190.00	\$0.00
Contingencies (20%)	\$8,838.00	\$0.00	\$8,838.00
Total Letter of Credit Amount:	\$53,028.00	\$44,190.00	\$8,838.00

We recommend that the current letter of credit in the amount of \$53,028.00 be reduced by \$44,190.00 to a new balance of **\$8,838.00**. This reduction is consistent with the work completed to-date. The remaining balance of the letter of credit are the contingencies which will remain in place until mid-summer of 2021. At that time, we will review the site, and if appropriate, recommend a full reduction in the remaining amount. The required lien waiver has been received and is attached for reference. The developer is currently working on the as-built and certification of the pond.

If you or any staff or board member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch
Project Engineer
pgesch@ruekertmielke.com

Mr. Fred Winchowky
Hittman Property - Letter of Credit Reduction #1
September 25, 2020
Page 2

PWG:pwg

Enclosure

cc: Diana Dykstra, Village of Mukwonago
John Weidl, Village of Mukwonago
Bob Harley, Village of Mukwonago
Mark G. Blum, Village of Mukwonago
Dave Brown, Village of Mukwonago
Ron Bittner, Village of Mukwonago
Tim Schwecke, Village of Mukwonago
Jay Campbell, Campbell Construction
Shawn Hittman, Hittman Property
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

Final Waiver and Release of Lien

The undersigned lienor, in consideration of the sum of \$72,130.00

hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 09/25/20 on the job of Dale D Hittman & Jaqueline J Hittman Revocable Trust following property:

Arrowhead Site Infill-1231 Rochester Street Mukwonago, WI 53149

IT IS THE INTENTION OF THE UNDERSIGNED that this instrument is an absolute waiver and release of all liens, rights to liens and priority of the undersigned for all labor, work, material, machinery, or fixtures provided prior to this date whether or not the undersigned has been paid in full. This instrument is not limited in any manner as a waiver and release of liens or rights to liens by the extent of the consideration received. on any payment bond and claims for lien on land and on buildings about to be erected, being erected, erected, altered, repaired and to the appurtenances thereunto, for property located

Further, the undersigned acknowledges and intends that not only the contractor and owners, but others, including lenders, will rely upon this instrument as a full and complete waiver and release in the normal course of their transactions.

The undersigned certifies that the sum mentioned above has been expended to the payment of labor, work, material, machinery or fixtures furnished for this project and no other.

THIS AGREEMENT SUPERSEDES ALL AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, RELATING TO LIEN RIGHTS

Contractor

Campbell Construction

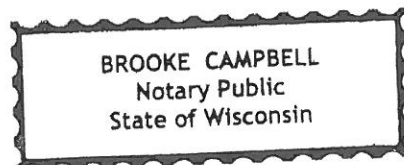
By: Jay Campbell

State of

County of

Sworn to and subscribed before me this 25th day of September, 2020 by Jay Campbell who: [X] is personally known to me; or [] produced _____ as identification.

Notary Public (signature) Brooke Campbell My Commission Expires: 05/05/2024



AGENDA ITEM REQUEST FORM

Committee/Board:	Committee of the Whole
Topic:	Discussion and possible recommendation to approve <u>Resolution 2020-51</u> a resolution authorizing the filing of the 2021 Forestry Grant Application.
From:	Ron Bittner
Department:	Public Works
Presenter:	Ron Bittner
Date of Committee Action (if required)	8/7/20
Date of Village Board Action (if required)	

Information**Subject:**

Discussion and possible recommendation to approve **Resolution 2020-51** a resolution authorizing the filing of the 2021 Forestry Grant Application.

Background Information/Rationale:

The department of public works would like to apply for a 50% matching 2021 forestry grant. Funds would assist the village with a program to mitigating the emerald ash borer by removing the untreated treated ash trees in the public right of way. The village contribution will be from staff labor and equipment use that is part of of the current forestry program. The grant would also provide for planting 10 replacement trees.

Key Issues for Consideration:

Authorize the Village Forester with a resolution to apply for the Wisconsin 2021 Urban Forestry Grant.

Fiscal Impact (if any):

The total project is estimated at \$9,812.22 With the state and village each contributing \$4,906.11. The village's portion will be funded with the forestry programs operating budget.

Requested Action by Committee/Board:

We are requesting a recommendation to the Village Board to approve the grant resolution authorizing the village forester to apply for the 2021 urban forestry grant.

Attachments

RESOLUTION 2020-51

A RESOLUTION AUTHORIZING A REPRESENTATIVE TO FILE THE URBAN FORESTRY GRANT APPLICATION FOR THE VILLAGE OF MUKWONAGO

WHEREAS, the Village of Mukwonago hereby requests financial assistance under s. 20.370 Wis. Stats., Chapter NR 47, Wis. Admin Code, for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 20.370 (5) (bw) and (1) (mv), Wis. Stats.;

NOW THEREFORE BE IT RESOLVED, that the Village of Mukwonago hereby authorizes the Public Works Director, an official or employee, to act on its behalf to submit an application to the Department of Natural Resources for financial assistance under s. 20.370 Wis. Stats. Chapter NR47, Wis. Admin Code; sign necessary documents; and submit final report.

Adopted this _____ day of October 2020.

Fred H. Winchowky, Village President

Attest: _____
Diana Dykstra, Clerk-Treasurer

VILLAGE OF MUKWONAGO PURCHASE REQUISITION

PLEASE TYPE OR PRINT IN INK CLEARLY ON THIS FORM

DATE:	10/1/2020	NUMBER:	
--------------	-----------	----------------	--

VENDOR NAME & ADDRESS:	SHIP TO:
Bob Clapper Automotive, 3601 E. Milwaukee str., Janesville, Wi. 53546	Mukwonago Utility, 1200 Holz Pkwy, Mukwonago, Wi 53149

DEPT NAME:	SUGGESTED VENDOR	AUTHORIZED SIGNATURE
WWTF	Bob Clapper Automotive	

BUDGETED ITEM?	Yes	BUDGETED SOURCE:	Capital Budget
-----------------------	-----	-------------------------	----------------

ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT	ACCT #
1	1	32' x 8.5' Pace Enclosed Cargo Trailer	\$16,300	\$16,300	
			TOTAL	\$16,300	

FINANCE COMMITTEE USE ONLY	
APPROVED (COMMITTEE INITIALS):	
DATE:	
SPECIAL INSTRUCTIONS	

Quote #: 75220

Build Sheet

Dealer: Bob Clapper Automotive

Salesperson: Mike Iavagnilio

Created: 9/24/2020 9:51:34 PM

Start Date:

Due Date:

Sold To:

CV85x32TE5

PSADA8.5X32TE5FG

Pace

CARGOSPORT AUTO FLAT

Drawings: ☐

Opt:

Load:

Style	Upcharge for 32-ft Body Length
Style	Cargo Sport Auto/Flat Top/30in Bullnose
Axle	Tandem/Drop/Electric
Axle Type	(2) 7000lb Spring w/Superlube Hubs
Tire	(4) ST235/85R16 LR'G' Radial Tire on 8-Bolt Wheel ** NOTE: LR'G' TIRES **
Tire	(4) Chrome Plastic Hub Caps w/Chrome Trim Ring
Rim	(4) Silver
Main Frame	2 x 8 Tube w/ZXMs 12in on Center ** 12" CENTERS **
Beavertail	48in Beavertail
Main Frame	Undercoated
Coupler	2-5/16in
Hitch	12in Extended Tongue Including 3rd Member
Hitch	Spray on Bed Liner A Frame and Rear Cross member
Jack	2000lb Top Wind w/Sand Pad
Jack	Sand Pad
Vertical Post	98-3/4in V.P.H. ** 12" Extra Height ** 7'6" Interior Height **
Sidewall	1 x 1-1/4 Tube/16in Centers/8in Drop Wall/30in Bullnose
Roof Bow	1 x 1-1/2 Semi Crowned Tube 16in Centers
* Floor	Black Coin Flooring Over 3/4in High Performance. Includes Ramp Door and Extension <i>Throughout Entire Trailer Floor</i>
Wall	3/4 High Performance Sidewall Liner
Ceiling	2.7 White Vinyl
Exterior Metal	.030 Color: _____
Exterior Metal	Screwless ** WITH SCREWED SEAMS **
Front Nose	Polished Aluminum
Stoneguard	24in High ATP .025 Embossed
Fender Flare	Smooth Tandem
Roof	1 Piece Aluminum
Roof	48in Wide 2.7 Lauan Ridge Board
License Plate	Molded Plastic
Bracket	

Rear Door	250 SERIES Ramp Door w/Spring Assist w/Large J Trim and Drip Rail ** With Black Coin Flooring **
Rear Door	16in Ramp Extension w/Bullnose Extrusion ** With Black Coin Flooring **
Side Door	48w X 74h C/S ** Bar Lock & Flush Lock ** Recessed Step w/Aluminum Hold Back Start 36in From Front ** BUILD WITH (4) STRAP HINGES INSTEAD OF PIANO HINGE **
Vent	(2) Sidewall Flo Thru Vents (Black)
Dome Light	(8) LED Dome Lights Evenly Spaced
12 Volt Switch	(2) 12V Interior Wall Switches For Exterior Loading Lights. Locate (1) At C/S Door. Locate (1) On C/S Wall at Rear.
12 Volt Switch	(1) C/S Door
Breakaway	Breakaway Battery w/Switch
Cable	7 Way Plug w/7 Way Plug Holder
Package	30A Light Package Motorbase 30A Panel Box Male Motorbase 25ft Shoreline with Female Motor Base & Yellow Boot (2) 4ft Fluorescent Lights with Diffuser (1) 110V Wall Switch (4) 15A Receptacles
Clearance Light	Bullet LED Clear Lens
License Plate Light	Yes
Loading Light	12V 10in Exterior Double Row LED Loading Light Switch Required. Locate at C/S Door.
Loading Light	12V 10in Exterior Double Row LED Loading Light Switch Required. Locate Above Ramp Door.
Tail Light	(2) LED Clear Lens Slimline w/Integrated Backup
Turn Signal	LED Side Mount Turn Signal/Amber Marker Light/Amber Reflector-Midship
E-Track	28-Ft. of Recessed Mount Wall E Track with Steel Backer. Locate (1) Row On C/S, Full Length Less Side Doors, Center at 12" AFF

HD D Ring	(4) 5000lb D Rings 36in On Center 2-1ft 2-19ft From Rear
Cabinet	Configuration 4 Straight Base Cabinet & Overhead Cabinet, BUILD WITH DOUBLE 3/4" HIGH PERFORMANCE UNDER MILL FINISH ALUMINUM COUNTERTOP.

Your Price
\$16,300

Quote #: 69918

Build Sheet

Dealer: B & B Trailers

Salesperson: Mike Iavagnillo

Created: 6/17/2020 9:50:40 PM

Start Date:

Due Date:

Sold To:

CV85x32TE5

PSADA8.5X32TE5FG

Pace

CARGOSPORT AUTO FLAT

Drawings: ☐

Opt:

Load:

Style	Cargo Sport Auto/Flat Top/30in Bullnose
Style	Upcharge for 32-ft Body Length
Axle	Tandem/Drop/Electric
Axle Type	(2) 7000lb Spring w/Superlube Hubs
Tire	(4) ST235/85R16 LR'G' Radial Tire on 8-Bolt Wheel ** NOTE: LR'G' TIRES **
Tire	(4) Chrome Plastic Hub Caps w/Chrome Trim Ring
Rim	(4) Silver
Main Frame	2 x 8 Tube w/ZXMs 12in on Center ** 12" CENTERS **
Beavertail	48in Beavertail
Main Frame	Undercoated
Coupler	2-5/16in
Hitch	12in Extended Tongue Including 3rd Member
Hitch	Spray on Bed Liner A Frame and Rear Cross member
Jack	2000lb Top Wind w/Sand Pad
Jack	Sand Pad
Vertical Post	98-3/4in V.P.H. ** 12" Extra Height ** 7'6" Interior Height **
Sidewall	1 x 1-1/4 Tube/16in Centers/8in Drop Wall/30in Bullnose
Roof Bow	1 x 1-1/2 Semi Crowned Tube 16in Centers
Floor	Black Coin Flooring on Ramp Door and Ramp Extension Only.
Floor	3/4in High Performance
Wall	3/4 High Performance Sidewall Liner
Ceiling	2.7 White Vinyl
Exterior Metal	.030 Color: _____
Exterior Metal	Screwless ** WITH SCREWED SEAMS **
Front Nose	Polished Aluminum
Stoneguard	24in High ATP .025 Embossed
Fender Flare	Smooth Tandem
Roof	1 Piece Aluminum
Roof	48in Wide 2.7 Lauan Ridge Board

License Plate Bracket	Molded Plastic
Rear Door	250 SERIES Ramp Door w/Spring Assist w/Large J Trim and Drip Rail ** With Black Coin Flooring **
Rear Door	16in Ramp Extension w/Bullnose Extrusion ** With Black Coin Flooring **
Side Door	48w X 74h C/S ** Bar Lock & Flush Lock ** Recessed Step w/Aluminum Hold Back Start 36in From Front ** BUILD WITH (4) STRAP HINGES INSTEAD OF PIANO HINGE **
Vent	(2) Sidewall Flo Thru Vents (Black)
Package	30A Light Package Motorbase 30A Panel Box Male Motorbase 25ft Shoreline with Female Motor Base & Yellow Boot (2) 4ft Fluorescent Lights with Diffuser (1) 110V Wall Switch (4) 15A Receptacles
Dome Light	(8) LED Dome Lights Evenly Spaced
12 Volt Switch	(1) C/S Door
Loading Light	12V 10in Exterior Double Row LED Loading Light Switch Required. Locate at C/S Door.
Loading Light	12V 10in Exterior Double Row LED Loading Light Switch Required. Locate Above Ramp Door.
12 Volt Switch	(2) 12V Interior Wall Switches For Exterior Loading Lights. Locate (1) At C/S Door. Locate (1) On C/S Wall at Rear.
Breakaway	Breakaway Battery w/Switch
Cable	7 Way Plug w/7 Way Plug Holder
Clearance Light	Bullet LED Clear Lens
License Plate Light	Yes
Tail Light	(2) LED Clear Lens Slimline w/Integrated Backup
Turn Signal	LED Side Mount Turn Signal/Amber Marker Light/Amber Reflector-Midship

E-Track 28-Ft. of Recessed Mount Wall E Track with Steel Backer. Locate (1) Row On C/S, Full Length Less Side Doors, Center at 12" AFF (4) 5000lb D Rings 36in On Center 2-1ft 2-19ft From Rear	HD D Ring
Cabinet Configuration 4 Straight Base Cabinet & Overhead Cabinet. BUILD WITH DOUBLE 3/4" HIGH PERFORMANCE UNDER MILL FINISH ALUMINUM COUNTERTOP.	

19, 227.00

David Brown

From: Ken Miller
Sent: Monday, September 21, 2020 3:53 PM
To: David Brown
Subject: FW: Trailer Quote
Attachments: Miller Quote.pdf

Here is the quote from TBE. It's a United trailer and it came in higher and I don't think it is built as well. Tell me what you think !

Ken,

The quote came in please look over build sheets and comes out to \$19,950 plus tax.

Thanks,

Jay Pamperin
TBE Trailers LLC
N2047 Sawmill Road
Watertown, WI 53098
1-920-262-2204
www.TBEtrailers.com



Order # 186132
Serial #

Sold To

TBE Trailers LLC.
N2047 Sawmill Rd.
Watertown, WI 53098
Phone #: 1-920-262-2204
Fax #: 1-920-261-5544

Model UXT-8.532TA70
8.5 x 32 - 8 1/2 Wide Tag, Tandem Axle, Flat Top w/ 7,000# Axles
VIN

Qty	Description
-----	-------------

Height	
12 IN	Extra Height
OPT	7' 6" Interior Height

Axle	
2 EA	7000# Elec Brake Axle - (4" drop) - #13
STD	*We do not offer 7k spring axles*

Tires	
-------	--

4 EA	Upgrade-ST235/85 R 16 (G) Alum IPO ST235/80 R E
OPT	6000# or 7000# axles Note: upgrade tires ST235/85 R 16 G Westlake : Lynx

Hitch	
-------	--

1 EA	7-Way Molded Plug
STD	Breakaway kit w/charger
STD	Coupler - 2 5/16 bolt on (20,000#)
OPT	This bolts on to the 4 hole plate
1 EA	Jack-7000# Square drop leg w/pin- Removable
OPT	Safety Chain
2 EA	Tongue- 1 ft ext w/3rd member/1/4 tube
STD	1 foot ext w/ 3rd member / 1/4 wall tube

Frame	
-------	--

1 EA	Misc Frame
OPT	*We do not offer tube framing, C-Channel crossmembers and Hatpost walls and ceiling*
1 EA	(Beaver tail)
2 EA	Backer required for 14" inch scene light
OPT	E- Track
28 FT	See Interior:
4 EA	Heavy Duty D-rings
OPT	See Interior:

1 EA	I-Beam - 8in I-Beam Frame
STD	Roof Bows - 16in On Center
STD	NOTE: This trailer has 16in center roof bows.
32 PTL	Upgrade - 16" on center to 12" on center CXM
OPT	16" on center to 12" on center CXM
1 EA	Wall - 16in On Center Sidewall Posts
STD	NOTE: This trailer has 16in center wall posts.

Vents	
-------	--

1 PAIR	Vent - TSR-175 Sidewall Vent
OPT	Location: (1) RS Front High and (1) CS Rear Low

United Trailers Inc. is not responsible for any code compliance and or permits, including electrical and plumbing requirements. Dealer is responsible for final design, layout, and use requirements.

Packing List

United Fax #: 574-848-4643

9/18/20 09:18 AM

Page 1 of 4



Order # 186132
Serial #

Sold To

TBE Trailers LLC.
N2047 Sawmill Rd.
Watertown, WI 53098
Phone #: 1-920-262-2204
Fax #: 1-920-261-5544

Model	VIN
UXT-8.532TA70	
8.5 x 32 - 8 1/2 Wide Tag, Tandem Axle, Flat Top w/ 7,000# Axles	

Qty	Description	
Interior		
1 EA	Floor - 3/4in Plywood Floor	STD
1 PTL	Box off sidewalls to reduce dust	STD
32 PTL	Ceiling - White Vinyl Ceiling	OPT
4 EA	D Ring - Heavy Duty	OPT
	These D-rings are screwed down and rated at 2500# Location: (2) 1' From Rear and (2) 19' From Rear - 36" Apart	
28 FT	E-Track - Recessed	OPT
	This E-track is welded in and rated at 2300# / TRIM OUT WITH ATP - Location: On CS Starting at Rear Running Forward	
42 PTL	Floor - Raised Small Coin Black	OPT
	Raised small coin flooring - Black - Floor, Ramp Door, and Flap	
1 EA	Wall - 3/8in plywood Wall Liner	STD
12 Volt Electrical		
1 EA	LED CLEARANCE & TAIL LIGHTS FOR ENTIRE UNIT	STD
2 EA	LED-14" inch. angled Scene light (Nova)	OPT
	Surface mounted angled Scene light: Location: (1) Over CS Side Door and (1) Over Ramp Door	
8 EA	Lights - 12v Dome Light	STD
	Centered and evenly spaced	
1 PAIR	Lights - Mid ship turn signal LED Amber	OPT
	Part #12VL-00268 In the parts book - ABC Marketing Part # could be different through ABC	
1 PAIR	Lights-LED tail light surface mount w/chrome ring	STD
1 EA	Switch - 12V Single Wall	STD
	Location: At CS Side Door for Dome Lights	
2 EA	Switch - 12V Single Wall	OPT
	Location: (1) at CS Side Door for 14" Scene Light at Side Door and (1) CS Rear for 14" Scene Light Above Ramp Door	
Exterior		
1 EA	.030 Smooth Aluminum	STD
	Color: ?	
1 EA	ATP Stoneguard	STD
1 PAIR	Bright Aluminum - Front Corners	STD
1 EA	Bright Aluminum Between Cast Corners on front wrap	OPT
1 PAIR	Cast Corners - Unpolished- URS	OPT
	URS style- only	
1 PTL	Conspicuity Tape	STD
2 EA	Flares - 1in Aluminum Tandem	STD

United Trailers Inc. is not responsible for any code compliance and or permits, including electrical and plumbing requirements.
Dealer is responsible for final design, layout, and use requirements.

Packing List

United Fax #: 574-848-4643

9/18/20 09:18 AM

Page 2 of 4



Order # 186132
Serial #

Sold To

TBE Trailers LLC.

N2047 Sawmill Rd.

Watertown, WI 53098

Phone #: 1-920-262-2204

Fax #: 1-920-261-5544

Model UXT-8-532TA70
8.5 x 32 - 8 1/2 Wide Tag, Tandem Axle, Flat Top w/ 7,000# Axles
VIN

Qty Description

Exterior

1 EA Glued Exterior with screws on the seams only

1 EA Note: If glue fails United will send screws

1 EA Roof - Aluminum Seamless

1 EA Roof - Luan down center of roof only

Luan down center of roof ONLY 48" wide

Door

1 EA 2 FT Flap - plywood with wedge blocks

2 FT Flap - plywood with wedge blocks - Covered with Black Coin

1 EA 48" Door - Upgrade from 32" Door

Barlock door - 48" x 78" CS Side Door - 3' FF

1 EA Beavertail, Ramp Door, w/ Spring & Flap

2 EA Hinges - Extra on Side Door

1 EA Steel Step well

Steel Step well for 8 1/2 wide trailers only, Do not use on UC-XC-UW models

Cabinets

1 EA Aluminum Standard Straight Package

(Std Straight Base & O/H) - Location: ? Color: ? Countertop: Mill Finish

Options

1 EA All code requirements or permits by others.

1 EA TRAILER IS GOING TO OPTIONS DEPARTMENT

THIS TRAILER HAS ITEMS THAT REQUIRE IT TO GO TO THE OPTIONS DEPARTMENT

Electrical

4 EA 110V Interior Duplex Recept

Location: ?

1 EA 110V Wall Switch(es)

Location: ?

1 EA 30 Amp Panel Box w/ 30 Amp Motor Base

Location of panel box: ?

1 EA Electrical Boxes, Switches & Recepts

LOCATIONS MAY VARY DUE TO STEEL IN FRAME, SIDEWALLS AND ROOF

1 EA Electrical Boxes, Switches & Recepts

LOCATIONS MAY VARY DUE TO STEEL IN FRAME, SIDEWALLS AND ROOF

1 EA Light - Fluorescent 4ft Dbl Tube with Diffuser

Locations: Centered and Evenly Spaced

Packages

1 EA 110 Volt Electrical Package - A

OPT

United Trailers Inc. is not responsible for any code compliance and or permits, including electrical and plumbing requirements.
Dealer is responsible for final design, layout, and use requirements.

Packing List

United Fax #: 574-848-4643

9/18/20 09:18 AM

Page 3 of 4



Order # 186132
Serial #

Sold To

TBE Trailers LLC.
N2047 Sawmill Rd.
Watertown, WI 53098
Phone #: 1-920-262-2204
Fax #: 1-920-261-5544

Model	VIN
UXT-8.532TA70	
8.5 x 32 - 8 1/2 Wide Tag, Tandem Axle, Flat Top w/ 7,000# Axles	

Qty	Description
*Notes	
1 EA	Drawing Required
	OPT
This order requires a drawing. Drawing No: ?	

United Trailers Inc. is not responsible for any code compliance and or permits, including electrical and plumbing requirements.
Dealer is responsible for final design, layout, and use requirements.



Committee/Board:	Public Works Committee
Topic:	Ordinance 74.5 (b)(6) Amendment for Water Services Within 10' of Driveways.
From:	Dave Brown
Department:	Water Utility
Presenter:	Dave Brown
Date of Committee Action (if required):	10/7/2020
Date of Village Board Action (if required):	10/21/2020

Information

Subject:

Amend Ordinance 74.5 (b)(6) to allow water service in driveways with certain conditions.

Background Information/Rationale:

Several times this has been a hardship on residents for various reasons. Most recent was Robert Koehler at 1273 River Park Circle E., Mr. Koehler will be attending the COW to give his comments on his situation. Purpose of the ordinance was to eliminate repair costs of driveways due to high rates of failures from copper services and corrosive soil conditions.

Key Issues for Consideration:

Village specs now only allow HDPE pipe eliminating this problem meaning much fewer failures. Smaller lots are making it harder to keep laterals away from driveways.

Fiscal Impact (If any):

\$0 other than cost to draft ordinance.

Requested Action by Committee/Board:

Recommend the committee to authorize Village Attorney to draft ordinance allowing services within the 10' of a driveway but homeowner would sign a waiver releasing the Village from damages to driveway being responsible for all driveway repairs and attaching of signed agreement to deed.

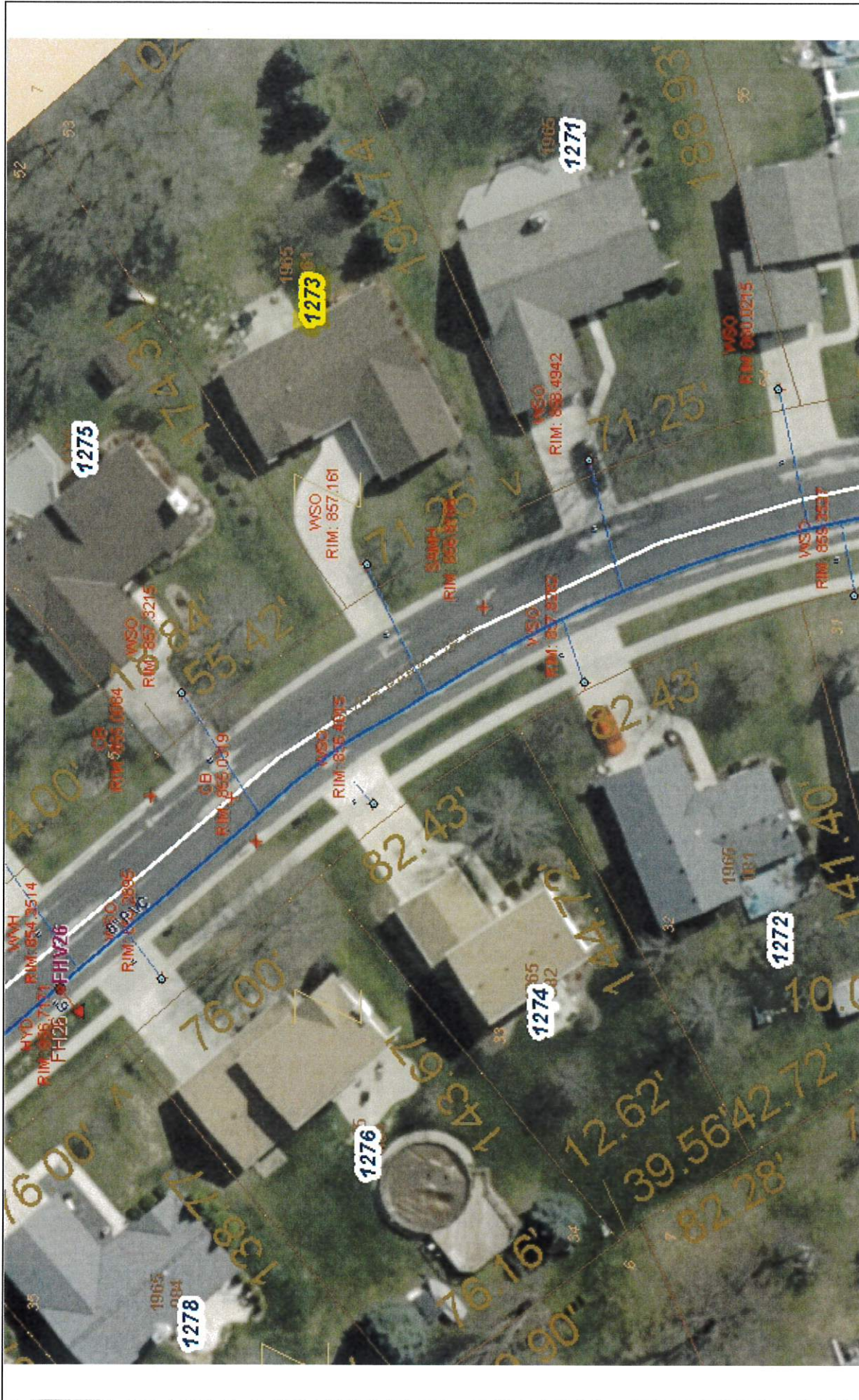
Recommend Village Board to approve and adopt above ordinance amendment.

Attachments

Current Village Ordinance and Aerial picture of 1273 RPCE and neighboring properties.

Sec. 74-5. - Driveways.

- (a) *Village approval required.* No person shall construct or maintain any driveway across any sidewalk or curbing without first obtaining a driveway permit from village hall.
- (b) *Specifications for driveway construction.* Specifications for driveway construction are as follows:
 - (1) *Width.* For width specifications see subsection 100-404(2) of the village's zoning ordinance.
 - (2) *Interference with intersections.* At street intersections a driveway shall not provide direct ingress or egress to or from the street intersection area and shall not occupy areas of the roadway deemed necessary by the village for effective traffic control or for highway signs or signals.
 - (3) *Interference with street.* No driveway apron shall extend out into the street further than the face of the curb, and under no circumstances shall such driveway apron extend into the gutter area. All driveway entrances and approaches shall be constructed so that they shall not interfere with the drainage of streets, roadside ditches or roadside areas or with any existing structure on the right-of-way. When required by public works supervision to provide for adequate surface water drainage along the street, the property owner shall provide any necessary culvert pipe at his own expense.
 - (4) *Number of approaches limited.* For number of approaches see subsection 100-404(2) of the village's zoning ordinance. Any two approaches shall be a minimum of ten feet apart.
 - (5) *Workmanship and materials.* All driveway entrances and approaches (new or replacement), which are constructed across sidewalks, shall be concrete pavement in accordance with the requirements for driveway approach construction in the Village of Mukwonago Specifications, current edition.
 - (6) *Interference with water and sewer facilities.* No driveway approach shall be constructed within ten feet of an existing sanitary lateral, water service, water hydrant or water service curb stop box unless such separation is determined to be non-practicable by public works supervision.
 - (7) *Location of driveway.* No driveway may be constructed within 5 feet of a side yard lot line unless the supervisor of inspections determines that compliance with this separation is not practicable.
 - (8) *Permittee liable for damage or injury.* The permittee shall assume all responsibility for any injury or damage to persons or property resulting directly or indirectly during construction or repair of driveway approaches or entrances. When the curb or gutter is removed, the new connection shall be of equivalent acceptable material, and the curb returns shall be provided or restored in a neat, workmanlike manner. Driveway surfaces



Village of Mukwonago GIS

1273 River Park Circle E. Water Service/Driveway Replacement

DISCLAIMER: The Village of Mukwonago does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 42'

VILLAGE OF MUKWONAGO

440 River Crest Court
PO Box 206
Mukwonago, WI 53149
262-363-6420

Print Date: 10/1/2020

*VILLAGE OF MUKWONAGO
POLICE DEPARTMENT*



MONTHLY REPORT

August 2020

Citation Totals by Offense

All Departments

Violation Date: 08/01/2020 through 08/31/2020

Court	Agency	Offense Code	Offense Description	Total
MKPD				
	Adult			
		947.01(1)	Disorderly Conduct	2
		341.61(2)	Display Unauth. Veh. Registration Plate	1
		14-27(4)	Dog At Large	1
		346.04(2)	Fail/Obey Traffic Officer-Work Area	1
		TR305.11(2)(a)	Fail/Properly Maintain Headlamps	1
		TR305.16(2)	Fail/Properly Maintain Tail Lamps	1
		346.46(1)	Fail/Stop At Stop Sign	2
		346.19(1)	Fail/Yield To Stop For Emergency Vehicle	1
		346.57(2)	Failure To Keep Vehicle Under Control	2
		346.37(1)(c)3	Failure To Obey Sign Or Signal	2
		TR305.34(6)	Illegal Materials On Windshield	1
		341.15(3)(b)	Improper Display/Plates (Hard To See)	3
		341.15(3)(c)	Improper Display/Plates (Illegible)	4
		346.89(1)	Inattentive Driving	2
		341.04(1)	Non-Registration Of Auto, Etc	28
		341.03(1)	Operate After Rev/Susp Of Registration	2
		344.62(1)	Operate Motor Vehicle W/O Insurance	27
		344.62(2)	Operate Motor Vehicle W/O Proof Of Insurance	1
		347.07(2)(a)	Operate Vehicle W/ Nonwhite Headlights	1
		347.13(3)	Operate Vehicle W/O Registration Lamps	1
		343.05(3)(a)	Operate W/O Valid License	1
		343.44(1)(a)	Operating After Suspension	8
		346.63(1)(a)	Operating While Intox.	1
		343.44(1)(b)	Operating While Revoked	1
		348.09(1)	Operating With Load Projecting On Sides	1
		82-71	Parking Lot Traffic Violation	2
		346.09(3)	Passing In No-Passing Zone	1
		961.573(1)	Possess Drug Paraphernalia	1
		346.935(2)	Possess Open Intoxicants In Mv	1
		54-103	Possession of Cigarette by Minor	1
		961.41(3g)(b)	Possession of Controlled Substance	3
		34-32(16)	Public Nuisance - Outside Junk Storage	1
		946.41(1)	Resist Or Obstruct An Officer	2
		943.50(1m)(b)	Retail Theft-Intentionally Take(<=\$2500)	2
		82-271	Skatebord/Rollerblade In Business Or Industrial Area	2
		346.57(4)(e)	Speeding On City Highway	2
		346.57(4)(gm)2	Speeding on Freeway	8
		346.57(5)	Speeding Zone And Posted Limits	51
		943.20(1)(a)	Theft-Movable Property<=\$2500	3
		943.13(1m)(a)	Trespass To Land	2
		347.06(3)	Unclean/Defective Lights Or Reflectors	18
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	3
		346.37(1)(c)1	Violate Red Traffic Signal	2
Adult Grand Total				201

Mukwonago Police Department
Tickets Totals (by Violation)

Issue Date: 08/01/2020 through 08/31/2020

Violation Description	Violation Code	Area	Total
Handicapped Parking Violation	82-180		2
		By Violation:	<u>2</u>
Obstruct Alley/Sidewalk/Driveway	82-1(J)		1
		By Violation:	<u>1</u>
Park 24hr - Abandoned	82-1(K)		3
		By Violation:	<u>3</u>
Park No Parking Anytime	82-192		1
		By Violation:	<u>1</u>
Park On Grass/Park	82-180(G)		1
		By Violation:	<u>1</u>
Restrictions: Winter/Sth 83/Etc	82-191		5
		By Violation:	<u>5</u>
		Total Tickets:	<u><u>13</u></u>



Arrests by Statute Report

Printed On: 09/13/20 15:38

Reporting Period: 08/01/20 - 08/31/20

This report contains all arrest charges.

	Total	Felony	Misdemeanor	Non-Criminal	Unclassified
14-27(4) - Dog Running at Large	1			1	
346.63(1)(a) - Operating While Intoxicated - 1st Offense	1			1	
54-1(1) - Retail Theft (Shoplifting)	2			2	
54-1(24) - Theft (under \$2500.00)	3			3	
54-1(M) - Obstructing or Resisting an Officer	2			2	
54-1(V) - Possession of a Controlled Substance	3			3	
54-1(V1) - Possession of Drug Paraphernalia	1			1	
54-1(Y) - Criminal Trespass to a Dwelling	2			2	
54-103 - Possession of Cigarettes/Tobacco by a Minor	1			1	
940.19(1) - Battery	5		5		
940.225(3m) - 4th Degree Sexual Assault	1		1		
943.50(1m)(a) - Retail Theft-Alter Price <=\$500	1		1		
943.50(1m)(b) - Retail Theft - Intentionally Take - (>\$500-\$5,000)	1	1			
943.50(1m)(b) - Retail Theft-Intentionally Take >\$500-\$5,000	1	1			
946.41(1) - Resisting or Obstructing an Officer	2		2		
946.49(1)(b) - Bail Jumping-Felony	2	2			
947.01 - Disorderly Conduct	5		3	2	
968.075(1)(a) - Domestic Abuse Incident	1				1
FUGM - Fugitive Warrant Other Municipal	2			2	
FUGS - Fugitive Warrant - State	1		1		
Total	38	4	13	20	1



Traffic Crash List

Printed On: 09/13/20 15:42

Village of Mukwonago Police

Date Time	Case#	Crash#	Officer	Total Units	Total Injured	Total Killed	Crash Type	EMS#
08/25/2020 11:32		20-000108	Steinbrenner, Jason J-jste35	2	0	0	C	
08/21/2020 14:09		20-000107	Schubel, John-jsch48	1	0	0	C	
08/12/2020 13:25		20-000105	Steinbrenner, Jason J-jste35	2	0	0	C	
08/01/2020 23:42		20-000104	Zajichuk, Taylor-tzaj36	2	0	0	C	
08/09/2020 11:41		20-000103	Kubiak, Michael L-mkub41	3	2	0	C	
08/07/2020 09:27		20-000101	Schubel, John-jsch48	2	0	0	C	
Village of Mukwonago Police				12	2	0		

6

Police Contacts - Village

First Shift	1842
Second Shift	1360
Third Shift	500
911 Calls	102
TOTAL CALLS	3804

Eagle Lake Patrol

Stops/All Calls	34
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Police Contacts - Town

First Shift	327
Second Shift	612
Third Shift	629
911 Calls	46
TOTAL CALLS	1614

Phantom Lake Patrol

Stops/All Calls	19
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Mukwonago Fire Department

All Calls for Service	215
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<u>TOTAL CONTACTS</u>	5686
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FLEET MILES AND GAS USAGE

	<u>24</u>	<u>26</u>	<u>28</u>	<u>30</u>	<u>32</u>	<u>33</u>	<u>34</u>	<u>36</u>	<u>38</u>
	<u>18 Ford</u>	<u>10 Ford</u>	<u>16 Ford</u>	<u>19 Ford</u>	<u>18 Ford</u>	<u>19 Chev</u>	<u>17 Ford</u>	<u>16 Ford</u>	<u>19 Ford</u>
Speed End	62928	83759	34369	36053	74172	6202	114124	NA	48538
Speed Beg	61223	83100	31846	33158	73955	5818	113944	NA	45549
Total Miles	1705	659	2523	2895	217	384	180	NA	2989
Total Gas	140	64	208	242	15	41	21	NA	241

Respectfully Submitted,

Chief Kevin Schmidt
Village of Mukwongo Police Department

*VILLAGE OF MUKWONAGO
POLICE DEPARTMENT*



MONTHLY REPORT

September 2020

Citation Totals by Offense

Mukwonago Police Department

Violation Date: 09/01/2020 through 09/30/2020

Court	Agency	Offense Code	Offense Description	Total
MKPD				
	Adult			
		943.01(1)	Criminal Damage to Property	1
		947.01(1)	Disorderly Conduct	2
		14-27(4)	Dog At Large	1
		174.02(2)(a)	Dog Causing Injury/Damage	2
		346.46(1)	Fail/Stop At Stop Sign	1
		346.18(3)	Fail/Yield Right/Way From Stop Sign	2
		346.38(1)	Fail/Yield To Pedestrian/Bicyclist	1
		346.57(2)	Failure To Keep Vehicle Under Control	1
		346.37(1)(c)3	Failure To Obey Sign Or Signal	2
		346.48(1)	Failure To Stop For School Bus	1
		TR305.34(6)	Illegal Materials On Windshield	1
		346.485(1)	Illegal Pass Of School Bus Reported	1
		341.15(3)(b)	Improper Display/Plates (Hard To See)	2
		341.15(3)(c)	Improper Display/Plates (Illegible)	1
		341.15(3)(a)	Improper Display/Plates (No Plates)	1
		341.15(2)	Improperly Attached License Plates	2
		346.89(1)	Inattentive Driving	4
		343.43(1)(d)	Lic Restriction Violation-Class D/M Vehicle	1
		347.13(1)	No Tail Lamp/Defective Tail Lamp-Night	1
		341.04(1)	Non-Registration Of Auto, Etc	14
		341.03(1)	Operate After Rev/Susp Of Registration	1
		347.39(1)	Operate Motor Veh. W/O Adequate Muffler	1
		344.62(1)	Operate Motor Vehicle W/O Insurance	22
		344.62(2)	Operate Motor Vehicle W/O Proof Of Insurance	1
		343.05(3)(b)	Operate Motorcycle W/O Valid License	2
		347.07(2)(a)	Operate Vehicle W/ Nonwhite Headlights	1
		347.13(3)	Operate Vehicle W/O Registration Lamps	2
		347.14(1)	Operate Vehicle W/O Stopping Lights	5
		343.05(3)(a)	Operate W/O Valid License	5
		343.44(1)(a)	Operating After Suspension	12
		347.06(1)	Operation W/O Required Lamps Lighted	1
		347.48(2m)(c)	Operator Fail/Have Passenger/Scatbelted	1
		961.573(1)	Possess Drug Paraphernalia	1
		346.935(2)	Possess Open Intoxicants In Mv	1
		961.41(3g)(b)	Possession of Controlled Substance	1
		34-32(16)	Public Nuisance - Outside Junk Storage	1
		943.50(1m)(b)	Retail Theft-Intentionally Take(<=\$2500)	2
		346.57(4)(e)	Speeding On City Highway	2
		346.57(4)(gm)2	Speeding on Freeway	20
		346.57(5)	Speeding Zone And Posted Limits	31
		347.06(3)	Unclean/Defective Lights Or Reflectors	13
		14-27(11)	Unlicensed Dog	1
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	3
		347.48(4)(am)	Viol Of Child Safety Restraint	1
		346.37(1)(c)1	Violate Red Traffic Signal	2
Adult Grand Total				175

Citation Totals by Offense

Mukwonago Police Department

Violation Date: 09/01/2020 through 09/30/2020

Court	Agency	Offense Code	Offense Description	Total
MKPD				
	Juvenile	54-103	Possession of Cigarette by Minor	1
			Juvenile Grand Total	1

Mukwonago Police Department

10/01/2020 9:53AM

Tickets Totals (by Violation)

Page: 1

Department: Mukwonago Police Department

Issue Date: 09/01/2020 through 09/30/2020

Violation Description	Violation Code	Area	Total
Handicapped Parking Violation	82-180		2
		By Violation:	2
Obstruct Alley/Sidewalk/Driveway	82-1(J)		1
		By Violation:	1
Park 24hr - Abandoned	82-1(K)		1
		By Violation:	1
Park No Parking Anytime	82-192		3
		By Violation:	3
Park Posted Private Property	82-1(I)		4
		By Violation:	4
Restrictions: Winter/Sth 83/Etc	82-191		1
		By Violation:	1
		Total Tickets:	12



Arrests by Statute Report

Printed On: 10/01/20 10:00

Reporting Period: 09/01/20 - 10/01/20

This report contains all arrest charges.

	Total	Felony	Misdemeanor	Non-Criminal
14-27(11) - Unlicensed Dog	2			2
14-27(3) - Dog Causing Injury/Damage	2			2
14-27(4) - Dog Running at Large	1			1
346.63(1)(a) - Operating While Intoxicated - 3rd Offense	1		1	
346.935(2) - Possess Open Intoxicants in MV	1			1
54-1(1) - Retail Theft (Shoplifting)	2			2
54-1(G) - Disorderly Conduct	10		8	2
54-1(V) - Possession of a Controlled Substance	1			1
54-1(V1) - Possession of Drug Paraphernalia	1			1
54-1(W) - Criminal Damage to Property	1			1
54-103 - Possession of Cigarettes/Tobacco by a Minor	1			1
813.125(7) - Violate/Harassment Restraining Order	1		1	
940.19(1) - Battery	2		2	
940.235(1) - Strangulation and Suffocation	2	2		
940.45(2) - Intimidate Victim/Damage Property	1	1		
941.20(1)(b) - Operate/Go Armed w/ Firearm-Intoxicated	1		1	
941.30(1) - First Degree Recklessly Endangering Safety	1	1		
943.50(1m)(b) - Retail Theft - Intentionally Take - (>\$500-\$5,000)	1	1		
946.41(1) - Resisting or Obstructing an Officer	3		3	
946.49(1)(a) - Bail Jumping-Misdemeanor	3		3	
946.49(1)(b) - Bail Jumping-Felony	2	2		
961.41(3g)(e) - Possession of THC	1		1	
FUGM - Fugitive Warrant Other Municipal	4			4
FUGS - Fugitive Warrant - State	3		3	
Total	48	7	23	18



Traffic Crash List

Printed On: 10/01/20 10:01

Village of Mukwonago Police								
Date Time	Case#	Crash#	Officer	Total Units	Total Injured	Total Killed	Crash Type	EMS#
09/27/2020 12:00		20-000121	Tipton, Kayla-ktip44	2	0	0	C	
09/27/2020 09:46		20-000120	Schubel, John-jsch48	2	1	0	C	
09/11/2020 14:05		20-000119	Tipton, Kayla-ktip44	2	0	0	C	
09/18/2020 16:20		20-000118	Kirkpatrick, Cory-ckir37	4	2	0	C	
09/13/2020 12:25		20-000117	Tipton, Kayla-ktip44	2	0	0	C	
09/14/2020 18:01		20-000116	Kubiak, Michael L-mkub41	2	0	0	C	
09/13/2020 16:16		20-000115	Pinkowski, Shaun-spin42	2	0	0	C	
09/02/2020 13:55		20-000114	Cieszynski, Brian-bcie45	2	0	0	C	
09/03/2020 07:00		20-000113	Rogers, Richard-rrrog49	2	1	0	C	
09/03/2020 17:05		20-000112	Cieszynski, Brian-bcie45	2	0	0	C	
09/03/2020 14:35		20-000111	Schubel, John-jsch48	2	1	0	C	
09/01/2020 06:41		20-000110	Steinbrenner, Jason J-jste35	1	0	0	C	
09/01/2020 12:25		20-000109	Schubel, John-jsch48	2	0	0	C	
Village of Mukwonago Police				27	5	0		

13

Police Contacts - Village

First Shift	1949
Second Shift	1286
Third Shift	559
911 Calls	147
TOTAL CALLS	3941

Eagle Lake Patrol

Stops/All Calls	12
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Police Contacts - Town

First Shift	374
Second Shift	491
Third Shift	660
911 Calls	46
TOTAL CALLS	1571

Phantom Lake Patrol

Stops/All Calls	12
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Mukwonago Fire Department

All Calls for Service	259
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<u>TOTAL CONTACTS</u>	5795
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FLEET MILES AND GAS USAGE

	<u>24</u> <u>18 Ford</u>	<u>26</u> <u>10 Ford</u>	<u>28</u> <u>16 Ford</u>	<u>30</u> <u>19 Ford</u>	<u>32</u> <u>18 Ford</u>	<u>33</u> <u>19 Chev</u>	<u>34</u> <u>17 Ford</u>	<u>36</u> <u>16 Ford</u>	<u>38</u> <u>19 Ford</u>
Speed End	64859	84119	36047	39922	74434	6501	114346	37487	50517
Speed Beg	63048	83847	34513	36120	74172	6449	114124	36106	48660
Total Miles	1811	272	1534	3802	262	52	222	1381	1857
Total Gas	121	28	115	284	15	17	13	102	138

Respectfully Submitted,

Chief Kevin Schmidt
Village of Mukwongo Police Department