



PUBLIC NOTICE

Common Council Regular Meeting

Tuesday, March 19, 2024 at 5:30 PM

City Hall, 100 E Fountain St, Dodgeville, WI

AGENDA

I. CALL TO ORDER AND ROLL CALL

I. SWEARING IN OF OFFICER

1. Swearing in of Officer Charlie Pepper

II. CONSENT AGENDA

- [2.](#) Approval of Minutes from March 5, 2024.
- [3.](#) Approval of a Temporary Class B license for the Wisconsin Grilled Cheese Championship on April 20, 2024.
- [4.](#) Approval of Claims from March 19, 2024.

III. PUBLIC COMMENT *Citizen or delegation presentations, requests or comments and discussion of same, pursuant to Wis. Stat. Sec. 19.83 (2) and Sec. 19.84 (2). Ten minute limit except by consent of council. No action will be taken on any item that is not specifically listed on the agenda.*

IV. REPORTS/RECOMMENDATIONS

- [5.](#) Update from the Chamber of Commerce

V. NEW BUSINESS

- [6.](#) Discussion and possible action to approve the 2024 Iowa County Youth Soccer Contract.
- [7.](#) Discussion and possible action to approve updates to the Employee Handbook as recommended by the Admin & Personnel Committee.
- [8.](#) Discussion and possible action to approve Resolution 2024-02: Authorizing the Sale and Conveyance of Real Estate for Lots 8, 9, 10, 18, 19 & 20 in the Northeast Acres Subdivision in TID 3.
- [9.](#) Discussion and possible action to approve a Developer's Agreement for Phase 3 of the Diamond Oaks Subdivision between the City of Dodgeville and Diamond Oaks LLC.
- [10.](#) Discussion and possible action to disallow claim submitted by Afni o.b.o Artisan and Truckers Casualty Company, for damage their insured vehicle sustained on September 4, 2023.

VI. ANY OTHER BUSINESS AS ALLOWED BY LAW

VII. ADJOURN

11. Motion to Adjourn

Any person who has a qualifying disability, as defined by the Americans with Disabilities Act, that requires the meeting or material at the meeting to be in an accessible location or format, must contact the City Clerk at the address listed above or call 930-5228, prior to the meeting so that any necessary arrangements can be made to accommodate each request.



Common Council Regular Meeting
Tuesday, March 05, 2024 at 5:30 PM
City Hall, 100 E Fountain St, Dodgeville, WI

MINUTES

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order by Mayor Novak at 5:30 pm. PRESENT: Roxanne Reynolds-Lair, Shaun Sersch, Jeff Weber, Dan Meuer, Julie Johnson-Solberg, Larry Tremelling ABSENT: Tom DeVoss, Jerry Johnson

II. CONSENT AGENDA

Motion by Johnson-Solberg, second by Reynolds-Lair to approve the following consent agenda items. Voice vote. Motion carried 6-0.

1. Approval of Minutes from February 20, 2024
2. Approval of a Street Use Permit for Agrace for their "Race for Agrace - Dodgeville Dash" event on May 18, 2024.
3. Approval of Claims from March 5, 2024: General - \$269,050.07, Water - \$20,075.70, Sewer-\$14,330.36 = Total - \$303,456.13

III. PUBLIC COMMENT

A representative from Pattern Energy provided an update on the Upland Winds Energy project.

IV. REPORTS/RECOMMENDATIONS

Aulik updated that absentee ballots for the April 2nd election will be in the mail this week.

V. NEW BUSINESS

4. *Discussion and possible action for approval to negotiate the rental of a City owned parking area.* InterCon would like to rent City property to park their vehicles for a short term period during a local project. Areas considered are the former truck stop or Armory properties. Lee and Novak discussed charging \$1,000 per month to park at the parking lot adjacent to the Armory building. The lot is already worn, so there would be no surface damage concerns. The funds could help offset the costs of updating the building. Motion by Weber, second by Meuer to approve negotiating a lease with InterCon to park at the Armory parking lot for \$1,000/month. Voice vote. Motion carried 6-0.

5. *Discussion and possible action to approve a Lending Locker Agreement with Girl Scout Troup 7218.* Girl Scout Troup 7218 would like to put a lending locker at Centennial Park for public use of various sporting equipment. Motion by Meuer, second by Sersch to approve a Lending Locker Agreement with Girl Scout Troup 7218 with DPW Lee having input on siting within the park. Roll call vote. Motion carried 6-0.

VI. OLD BUSINESS

6. *Discussion and possible action to allow the Dodgeville Police Department to acquire an emotional support animal.* Chief Jasica provided figures and more information regarding the department to acquire an emotional support animal. The dog will be an English cream retriever and would be staying with Officer Pepper, who would cover the costs of dog food. Weber stated he would like the City to cover the costs of dog food. Motion by Tremelling, second by Reynolds-Lair to grant approval for the Police Department to move forward with acquiring an emotional support animal. Roll call vote. Motion carried 6-0.

VII. CLOSED SESSION

8. *Adjourn to Closed Session pursuant to Wis. State Statute 19.85(1)(e): deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session for the purposes of discussing: Developer's Agreements in TID 3 and the Diamond Oaks Subdivision.* Motion by Johnson-Solberg, second by Meuer to adjourn to closed session pursuant to Wis. State Statute 19.85(1)(e): for the purposes of discussing Developer's Agreements in TID 3 and the Diamond Oaks Subdivision and PWD Lee can stay. Roll call vote. Motion carried 6-0.

VIII. ADJOURN

11. Motion by Meuer, second by Tremelling to adjourn the meeting. Voice vote, motion carried 6-0. Time: 5:57 pm

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10⁻

Application Date: 2/16/2024

Town Village City of Dodgeville

County of _____

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 4/20/2024 and ending 4/20/2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) →
- Bona fide Club
 - Church
 - Lodge/Society
 - Veteran's Organization
 - Fair Association or Agricultural Society
 - Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Dodgeville Revitalization

(b) Address 338 N Iowa St. Dodgeville WI 53533
(Street) Town Village City

- (c) Date organized _____
- (d) If corporation, give date of incorporation _____
- (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Kan Wunderlin

Vice President Sally Walmer

Secretary Jenna Vondra

Treasurer Julia Oellonen

(g) Name and address of manager or person in charge of affair: Jenna Vondra

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

- (a) Street number 600 N Bennett Rd Dodgeville WI 53533
- (b) Lot _____ Block _____
- (c) Do premises occupy all or part of building? All
- (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

- (a) List name of the event Wisconsin Filled Cheese Championship
- (b) Dates of event 4/20/2024

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her 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.

* Officer Jenna Vondra 2/29/24
(Signature / Date)

* Dodgeville Revitalization
(Name of Organization)

Date Filed with Clerk 02/29/2024

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/24	03/06/2024	4279	825	RELIANT FIRE APPARATUS INC	160-21000-000-000	118,122.00
03/24	03/19/2024	4280	405	GLOBAL INDUSTRIAL	160-21000-000-000	1,238.87
03/24	03/19/2024	4281	505	JEWELL ASSOCIATES ENGINEERS INC	160-21000-000-000	287.29
03/24	03/19/2024	4282	517	JOHNSON CONTROLS INC	160-21000-000-000	12,000.00
03/24	03/06/2024	62241	1538	AT&T MOBILITY	100-21000-000-000	1,197.69
03/24	03/06/2024	62242	88	BAKER & TAYLOR ENTERTAINMENT	150-21000-000-000	787.59
03/24	03/06/2024	62243	668	MHTC-MH	100-21000-000-000	893.37
03/24	03/06/2024	62244	790	Premium Waters	100-21000-000-000	49.94
03/24	03/06/2024	62245	879	SECURIAN FINANCIAL GROUP INC	100-21000-000-000	671.87
03/24	03/11/2024	62246	88	BAKER & TAYLOR ENTERTAINMENT	150-21000-000-000	727.20
03/24	03/11/2024	62247	191	CITY OF DODGEVILLE	150-21000-000-000	43.08
03/24	03/11/2024	62248	1823	Elan Financial Services	150-21000-000-000	436.64
03/24	03/11/2024	62249	1328	GFC LEASING - WI	150-21000-000-000	99.50
03/24	03/11/2024	62250	408	GORDON FLESCH CO INC	200-21000-000-000	60.68
03/24	03/11/2024	62251	1830	Playaway Products LLC	150-21000-000-000	863.04
03/24	03/11/2024	62252	1827	Rivistas LLC	150-21000-000-000	1,664.22
03/24	03/11/2024	62253	1958	Shannon Sack	100-21000-000-000	6.00
03/24	03/11/2024	62254	1044	US CELLULAR	150-21000-000-000	65.00
03/24	03/19/2024	62255	36	AMAZON CAPITAL SERVICES	100-21000-000-000	939.00
03/24	03/19/2024	62256	44	American Marketing & Publishing LLC	100-21000-000-000	1,350.00
03/24	03/19/2024	62257	1955	Andrea Johnson	100-21000-000-000	77.74
03/24	03/19/2024	62258	85	BADGER WELDING SUPPLIES INC	100-21000-000-000	98.60
03/24	03/19/2024	62259	87	BAER INSURANCE INC	150-21000-000-000	38,267.25
03/24	03/19/2024	62260	1776	Blain's Farm & Fleet	100-21000-000-000	136.82
03/24	03/19/2024	62261	120	BOARDMAN & CLARK LLP	100-21000-000-000	1,058.00
03/24	03/19/2024	62262	188	CINTAS CORPORATION #446	100-21000-000-000	121.37
03/24	03/19/2024	62263	195	CITY OF DODGEVILLE WATER UTILITY	100-21000-000-000	3,645.38
03/24	03/19/2024	62264	211	COMELEC SERVICES INC	100-21000-000-000	1,980.00
03/24	03/19/2024	62265	976	CVIKOTA COMPANY INC	100-21000-000-000	6,563.65
03/24	03/19/2024	62266	1641	Dean Health Plan	100-21000-000-000	170.21
03/24	03/19/2024	62267	339	EMERGENCY MEDICAL PRODUCTS INC	100-21000-000-000	528.21
03/24	03/19/2024	62268	360	FAHERTY INC	100-21000-000-000	21,779.52
03/24	03/19/2024	62269	1772	Fire Service Inc	100-21000-000-000	343.75
03/24	03/19/2024	62270	408	GORDON FLESCH CO INC	100-21000-000-000	41.41
03/24	03/19/2024	62271	427	HALLADA MOTORS INC	100-21000-000-000	123.28
03/24	03/19/2024	62272	440	HENNESSEY IMPLEMENT INC	300-21000-000-000	797.10
03/24	03/19/2024	62273	1957	James Bronson	100-21000-000-000	438.00
03/24	03/19/2024	62274	516	JOHNSON BLOCK AND COMPANY INC	100-21000-000-000	6,080.00
03/24	03/19/2024	62275	1954	Kathaleen Gottardo	100-21000-000-000	87.89
03/24	03/19/2024	62276	619	LUBRICATION ENGINEERS INC	300-21000-000-000	1,147.64
03/24	03/19/2024	62277	621	LV Labs WW LLC	300-21000-000-000	1,803.50
03/24	03/19/2024	62278	641	MARR LANDSCAPE LLC	100-21000-000-000	735.00
03/24	03/19/2024	62279	1852	Mercury Medical	100-21000-000-000	905.88
03/24	03/19/2024	62280	746	OREILLY AUTO PARTS	100-21000-000-000	29.81
03/24	03/19/2024	62281	1956	Physicians Mutual Insurance	100-21000-000-000	81.62
03/24	03/19/2024	62282	778	PILLING ELECTRIC SERVICE LLC	100-21000-000-000	186.72
03/24	03/19/2024	62283	790	PREMIUM WATERS INC	100-21000-000-000	32.99
03/24	03/19/2024	62284	811	RANDYS SERVICE & TOWING	100-21000-000-000	75.83
03/24	03/19/2024	62285	825	RELIANT FIRE APPARATUS INC	100-21000-000-000	676.20
03/24	03/19/2024	62286	1953	Rosemary Lenz	100-21000-000-000	82.36
03/24	03/19/2024	62287	926	STAPLES ADVANTAGE	100-21000-000-000	370.81
03/24	03/19/2024	62288	934	STREICHERS	100-21000-000-000	286.99
03/24	03/19/2024	62289	934	STREICHER'S - MILWAUKEE	100-21000-000-000	17.99

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/24	03/19/2024	62290	1884	Stryker Sales LLC	100-21000-000-000	603.19
03/24	03/19/2024	62291	1393	TC NETWORKS INC	200-21000-000-000	3,837.11
03/24	03/19/2024	62292	964	TEAMSTERS LOCAL #695	100-21000-000-000	720.00
03/24	03/19/2024	62293	1952	Terry Reed	100-21000-000-000	117.45
03/24	03/19/2024	62294	978	THE DODGEVILLE CHRONICLE INC	100-21000-000-000	497.85
03/24	03/19/2024	62295	1018	TOWN & COUNTRY ENGINEERING INC	200-21000-000-000	3,503.20
03/24	03/19/2024	62296	1036	UNITED WE STAND LLC	100-21000-000-000	120.00
03/24	03/19/2024	62297	1040	UPLAND HILLS HEALTH INC	100-21000-000-000	524.40
03/24	03/19/2024	62298	1046	USA BLUEBOOK	300-21000-000-000	433.21
03/24	03/19/2024	62299	1093	WI DEPT OF JUSTICE	100-21000-000-000	10.00
03/24	03/19/2024	62300	1107	WI STATE LABORATORY OF HYGIENE	200-21000-000-000	57.00
03/24	03/19/2024	62301	1109	WIL-KIL PEST CONTROL	100-21000-000-000	97.45
03/24	03/19/2024	62302	1147	ZOLL MEDICAL CORPORATION	100-21000-000-000	1,755.24
03/24	03/19/2024	62303	1823	Elan Financial Services	100-21000-000-000	31.94
03/24	03/08/2024	700034	1517	WISCONSIN DEPARTMENT OF REVENUE	430-21000-000-000	150.00
03/24	03/19/2024	700035	1823	Elan Financial Services	100-21000-000-000	.00 V
03/24	03/19/2024	700036	1308	KWIK TRIP INC - CREDIT DEPT	200-21000-000-000	4,194.94
Grand Totals:						246,927.48

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-13105-000-000	1,071.17	.00	1,071.17
100-21000-000-000	31.94	89,474.96-	89,443.02-
100-21550-000-000	720.00	.00	720.00
100-21552-000-000	671.87	.00	671.87
100-44900-000-000	6.00	.00	6.00
100-46210-000-000	438.00	.00	438.00
100-51440-310-000	40.43	.00	40.43
100-51510-000-000	1,085.00	.00	1,085.00
100-51600-600-000	261.51	.00	261.51
100-51710-000-000	1,350.00	.00	1,350.00
100-51710-200-000	70.16	.00	70.16
100-51710-240-000	1,000.00	.00	1,000.00
100-51710-300-000	38.59	.00	38.59
100-51710-320-000	232.29	.00	232.29
100-51900-000-000	497.85	.00	497.85
100-51930-000-000	13,066.95	.00	13,066.95
100-52100-175-000	433.27	.00	433.27
100-52100-200-000	178.63	31.94-	146.69
100-52100-205-000	114.08	.00	114.08
100-52100-240-000	500.00	.00	500.00
100-52100-300-000	647.85	.00	647.85
100-52100-320-000	183.82	.00	183.82
100-52100-330-000	32.99	.00	32.99
100-52100-400-000	75.83	.00	75.83
100-52100-410-000	1,163.33	.00	1,163.33
100-52100-510-000	4,826.75	.00	4,826.75
100-52100-520-000	110.91	.00	110.91
100-52100-610-000	70.50	.00	70.50
100-52100-715-000	32.49	.00	32.49
100-52200-300-000	147.04	.00	147.04
100-52200-320-000	136.83	.00	136.83

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-52200-400-000	676.20	.00	676.20
100-52200-410-000	592.61	.00	592.61
100-52200-510-000	11,040.32	.00	11,040.32
100-52300-200-000	395.94	.00	395.94
100-52300-260-000	6,563.65	.00	6,563.65
100-52300-300-000	761.33	.00	761.33
100-52300-320-000	110.13	.00	110.13
100-52300-410-000	669.84	.00	669.84
100-52300-500-000	2,819.87	.00	2,819.87
100-52300-505-000	1,980.00	.00	1,980.00
100-52300-510-000	4,723.71	.00	4,723.71
100-52300-520-000	510.00	.00	510.00
100-52300-605-000	1,492.09	.00	1,492.09
100-52300-700-000	355.81	.00	355.81
100-52300-720-000	1,046.36	.00	1,046.36
100-53100-300-000	43.63	.00	43.63
100-53100-400-000	29.81	.00	29.81
100-53230-000-000	152.49	.00	152.49
100-53240-000-000	1,081.42	.00	1,081.42
100-53620-000-000	11,963.92	.00	11,963.92
100-53630-000-000	9,815.60	.00	9,815.60
100-54910-320-000	49.90	.00	49.90
100-54910-400-000	123.28	.00	123.28
100-55200-320-000	1,000.43	.00	1,000.43
100-55200-410-000	152.40	.00	152.40
100-55200-600-000	773.59	.00	773.59
100-55300-300-000	38.59	.00	38.59
100-55420-300-000	11.86	.00	11.86
100-55420-320-000	197.44	.00	197.44
100-55420-620-000	40.60	.00	40.60
100-56700-210-000	1,058.00	.00	1,058.00
150-21000-000-000	.00	5,500.33-	5,500.33-
150-55115-222-000	232.29	.00	232.29
150-55115-223-000	147.34	.00	147.34
150-55115-224-000	99.50	.00	99.50
150-55115-311-000	79.23	.00	79.23
150-55115-321-000	1,514.79	.00	1,514.79
150-55115-323-000	863.04	.00	863.04
150-55115-325-000	1,664.22	.00	1,664.22
150-55115-371-000	357.41	.00	357.41
150-55115-381-000	65.00	.00	65.00
150-55115-391-000	43.08	.00	43.08
150-55115-510-000	434.43	.00	434.43
160-21000-000-000	.00	131,648.16-	131,648.16-
160-57140-000-000	12,000.00	.00	12,000.00
160-57220-000-000	118,122.00	.00	118,122.00
160-57230-240-000	1,526.16	.00	1,526.16
200-21000-000-000	.00	8,068.40-	8,068.40-
200-51510-000-000	2,010.00	.00	2,010.00
200-53700-623-000	355.05	.00	355.05
200-53700-632-000	57.00	.00	57.00
200-53700-660-000	363.92	.00	363.92
200-53700-681-000	92.31	.00	92.31
200-53700-682-000	4,003.20	.00	4,003.20
200-53700-684-000	1,186.92	.00	1,186.92
300-21000-000-000	.00	11,142.57-	11,142.57-
300-51510-000-000	2,010.00	.00	2,010.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
300-53600-000-827	1,066.79	.00	1,066.79
300-53600-000-828	225.40	.00	225.40
300-53600-000-832	797.10	.00	797.10
300-53600-000-834	1,659.30	.00	1,659.30
300-53600-000-851	92.31	.00	92.31
300-53600-000-852	2,303.50	.00	2,303.50
300-53600-000-853	2,988.17	.00	2,988.17
430-21000-000-000	.00	1,125.00-	1,125.00-
430-51510-000-000	975.00	.00	975.00
430-56720-000-000	150.00	.00	150.00
Grand Totals:	246,991.36	246,991.36-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Dear City of Dodgeville,

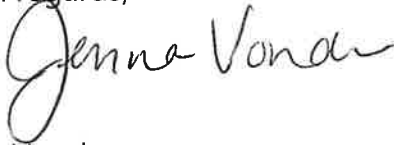
On behalf of The Dodgeville Area Chamber of Commerce, I extend my deepest gratitude to you for your generous contribution towards the establishment of our community digital sign. Your support means the world to us, and we are immensely thankful for your belief in our mission.

Your contribution is not merely financial; it is a testament to your dedication to the well-being and prosperity of our community.

Please accept our sincerest appreciation for your support. Your donation will be utilized with utmost care and responsibility to ensure that our community digital sign serves its purpose effectively.

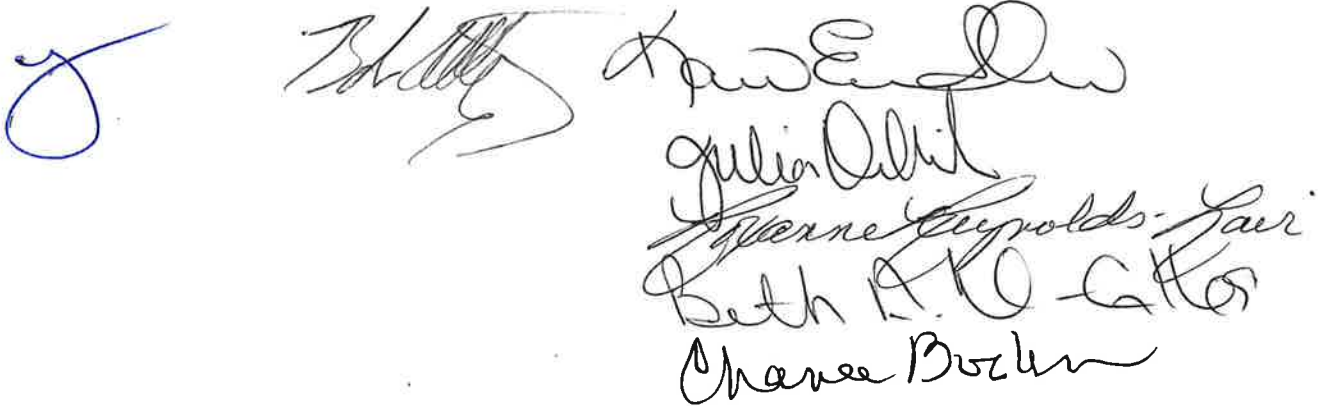
Once again, thank you from the bottom of our hearts for your invaluable contribution. Together, we are building a brighter future for our community.

Warm regards,



Jenna Vondra

Executive Director, Dodgeville Area Chamber of Commerce



Handwritten signatures of several individuals, including: a blue ink signature, a black ink signature, a black ink signature, a black ink signature, a black ink signature, a black ink signature, a black ink signature, a black ink signature, and a black ink signature.

The Dodgeville Area Chamber of Commerce is a 501(c)3 not-for-profit organization. Gifts to the Dodgeville Area Chamber of Commerce are tax-deductible to the fullest extent allowed by law. Your sponsorship payment of \$15,000, made on 01/03/2023 is greatly appreciated. Please keep this document for tax purposes. The Dodgeville Area Chamber of Commerce acknowledges that no goods or services were provided in return for this sponsorship.

AGREEMENT FOR USE OF PARK FACILITIES

The City of Dodgeville, a municipal corporation of Iowa County, Wisconsin (“the City”) and the Iowa County Soccer Association, a non-profit organization (“the Association”), agree as follows:

1. The City grants the Association use of the facilities described below for the following term, commencing the spring season on March 23, 2024 through June 9, 2024 and the fall season on August 10, 2023 through November 17, 2024.

2. During the term specified above, the Iowa County Soccer Association shall have the use of the restrooms and the changing rooms in the pavilion, and use of all Harris Park soccer facilities. All use of the Pavilion meeting room and arena will require prior approval from the Park Foreman. The Association shall also have the use of Wilson Park during the fall season. Wilson Park bathrooms will be operable, weather permitting.

3. During the hours of usage by the Association, the facility shall be supervised by the Association, with the toilet facilities open and the sale of concessions at the option of the Association.

4. The City of Dodgeville Parks and Recreation Commission will provide heat and electricity. The Iowa County Soccer Association shall be responsible for picking up all trash and debris inside and outside of the pavilion and depositing it in trash receptacles during the term of the permit.

5. The Iowa County Soccer Association shall pay a fee of \$3,000.00 per season. The fee can be reduced based on the number of participants in reference to the fee structure. The amount of the fee shall be computed as follows: \$ 10.00 per season for each soccer player residing in the City, \$ 15.00 per season for each soccer player residing outside the City but within the Dodgeville School District and \$30.00 per season for each soccer player residing outside of Dodgeville School District. Fees collected will be designated to Park Outlay for maintenance and upgrading Park facilities.

6. The City reserves the right to use the soccer fields for other activities during the lease upon a 10-day notice given to the Iowa County Soccer League.

7. The following three representatives of the Iowa County Soccer Association will act as contact people.

President	GREG WILSON	608-574-5762	GREGORY3562@GMAIL.COM
Vice President	VICTORIA FRITSCH	608-322-6785	soccervicki+icysa@gmail.com
Secretary	ELISE JORENBY	608-214-6612	ELISEJORENBY@GMAIL.COM
Treasurer	NICOLE WIECZOREK	608-574-5566	NLSWIECZOREK@GMAIL.COM
Equipment			
Referee Assignor			
Fundraising			
Registrar	ELISE JORENBY		

Any written notices or other documents concerning this agreement shall be served on the Association by mailing or personal delivery to at least one of the above-named persons, and on the City by mailing or personal delivery to 100 E. Fountain St., Dodgeville, WI 53533.

- 8. Use of the scoreboard by the Association shall be permitted subject to its being returned in good condition; and the association shall assume the full risk of theft, loss or damage to the scoreboard and shall be responsible for the cost of any and all repairs. The scoreboard may be checked out from the Public Works Director, Park Foreman or Recreation Director.

- 9. In consideration of the usage referred to above, the Iowa County Soccer Association agrees to:
 - a. Maintain all facilities in as close to original condition as is practical and possible.
 - b. Provide a safe environment at all times when the Association is supervising the games, practices and activities related to the conduct of the sport of soccer.
 - c. Provide adequate supervision for all Association games and practices and during Association events.
 - d. Provide the City of Dodgeville, a Certificate of Insurance showing evidence of liability coverage with overall limits of \$500,000 and property damage coverage with limits of \$25,000, to be in effect during the term of this agreement and covering the use of Harris Park/Ley Memorial Pavilion facilities by the Association. In addition, the Association agrees to name the City as an additional insured, under its policy, as respects the games, practices and activities related to the sport of soccer.
 - e. Return the facility to its original condition except that designated equipment may be left with the approval of the Parks and Recreation Commission.
 - f. Maintain the premises in a neat and clean condition.
 - g. Report promptly to the City Clerk's office any building damage, malfunction of equipment or items needing repair. Obtain City approval in writing for repairs, improvements and/or maintenance cost before incurring expense for such work or materials.
 - h. All soccer goals must be taken off the fields at the end of practices or games and put in a safe and secure location, as designated by the Park and Recreation Commission.
 - i. The Recreation Director, Park Foreman and Director of Public Works shall be given a schedule of all practice/game times and locations prior to the term of this agreement.
 - j. All goals shall be moved around during practices to prevent excessive field wear that normally occurs at the goal locations.
 - k. Removal of nets & goals is to be completed by one week after the Fall Season or the City will charge the Soccer Association \$100.00.

1. The City, represented by Greg Lee, David Mortimer or Rachel Spurley reserves the right to refuse the use of the fields if poor weather conditions make damage to the fields probable.

10. The Iowa County Soccer Association shall defend and hold the City of Dodgeville, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney’s fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney’s fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Iowa County Soccer Association, its officers, agents or employees.

The City of Dodgeville shall defend and hold the Iowa County Soccer Association, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney’s fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney’s fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the City of Dodgeville, its officers, agents or employees.

IOWA COUNTY SOCCER ASSOCIATION

CITY OF DODGEVILLE

President

TODD D. NOVAK, Mayor

LAUREE AULIK, Clerk-Treasurer

PERSONNEL HANDBOOK RECEIPT AND ACKNOWLEDGMENT

I acknowledge that I have received and read the City of Dodgeville Employee Handbook and understand the provisions contained herein. I understand that the terms described in the Personnel Handbook may be altered, modified, changed, or eliminated by the City at any time, with or without prior notice.

I further understand that the Handbook and any other provisions contained therein do not constitute a guarantee of employment or an employment contract, express or implied. I understand that, to the extent permitted by law, my employment is "at-will", and that my employment may be terminated at any time for any reason, with or without cause, and with or without notice.

PRINT FULL NAME: _____

EMPLOYEE SIGNATURE: _____

DATE: _____

WITNESS: _____

DRAFT

DODGEVILLE

At the heart of it all!

CITY OF DODGEVILLE PERSONNEL HANDBOOK

March 2024

Table of Contents

INTRODUCTION

ARTICLE 1 GENERAL POLICIES AND PROCEDURES.....

1.01 Application.....

1.02 Employment Status

1.03 Equal Employment Opportunity.....

1.04 Employees with Disabilities

1.05 Light Duty

1.06 Family and Medical Leave.....

1.07 Unlawful Harassment.....

1.08 Electronic Communications Policy.....

1.09 Drug Free Workplace Policy

1.10 Use of City-owned Vehicles

1.11 Workplace Violence.....

ARTICLE 2 EMPLOYMENT POLICIES.....

2.01 Classification of Employees

2.02 Vacancies

2.03 Position Descriptions

2.04 Nepotism.....

2.05 Outside Employment

2.06 Employee Information

2.07 Personnel Records.....

2.08 Probationary Period

2.09 Years of Service.....

2.10 Performance Evaluations

2.11 Reassignment

2.12 Separation from Employment.....

2.13 Commercial Driver’s License (CDL)

2.14 Employee Assistance Program

ARTICLE 3 CODE OF CONDUCT.....

3.01 Code of Ethics.....

3.02 Political Activities.....

3.03 Lobbying.....

3.04 Whistleblowing and Retaliation.....

3.05 City Property.....

3.06 Possession of Weapons.....

3.07 Smoking/Vaping

- 3.08 Personal Appearance.....
- 3.09 Absenteeism.....
- 3.10 Safety and Accident Prevention.....
- 3.11 Prohibited Conduct.....
- 3.12 Discipline.....
- 3.13 Grievance Policy.....

ARTICLE 4 HOURS OF WORK AND COMPENSATION.....

- 4.01 Hours of Work.....
- 4.02 Rest Periods.....
- 4.03 Pay Periods and Reporting Hours.....
- 4.04 Base Compensation
- 4.05 Overtime.....
- 4.06 Compensatory Time.....
- 4.07 Emergency Closure
- 4.08 Deferred Compensation.....
- 4.09 Travel Expenses.....
- 4.10 Clothing Allowance.....

ARTICLE 5 BENEFITS

- 5.01 Group Health Insurance.....
- 5.02 Health Insurance
- 5.03 Wisconsin Retirement System.....
- 5.04 Dental Insurance.....
- 5.05 Vision Care
- 5.06 Life Insurance.....
- 5.07 Internal Revenue Service Section 125 Plan
- 5.08 Other Benefit Programs
- 5.09 Social Security.....
- 5.10 Worker’s Compensation.....

ARTICLE 6 LEAVES AND ABSENCES

- 6.01 Holidays.....
- 6.02 Vacation.....
- 6.03 Sick Leave.....
- 6.04 Bereavement Leave.....
- 6.05 Military Leave.....
- 6.06 Personal Leave.....
- 6.07 Maternity.....
- 6.08 Jury Duty and Court Appearances.....
- 6.09 Blood Donation Leave.....

APPENDIX A: FMLA POLICY

APPENDIX B: ELECTRONIC COMMUNICATIONS POLICY

APPENDIX C: DRUG FREE WORKPLACE POLICY

APPENDIX D: GRIEVANCE POLICY

DRAFT

ARTICLE 1 GENERAL POLICIES AND PROCEDURES

1.01 Application

In the event any provision in this Employee Handbook (“Handbook”) conflicts with any collective bargaining agreement, City of Dodgeville Police Department Policies, Dodgeville Area Ambulance Service Policies, City ordinance, state or federal law, administrative rule, or rules adopted by the City of Dodgeville Police and Fire Commission (“PFC”) and Library Board, those terms and conditions prevail. In all other cases, the provisions in this Handbook shall apply.

In the event of the amendment of any law, ordinance or rule incorporated in this document or upon which these provisions rely, these rules shall be deemed amended in conformance with those changes.

Disagreements over the interpretation of this Handbook should attempt to be resolved by the Mayor or City Council. Where a difference of interpretation occurs regarding the Handbook, the interpretation of the Mayor or City Council shall prevail. No other terms or conditions of employment are herein implied. The City reserves the right to set or modify any wages, benefits, hours of work and conditions of employment, consistent with applicable law.

The statements or policies outlined in this Handbook are not a guarantee of City employment. This Handbook is not, nor is it intended to be construed as an employment contract.

The City reserves the right to revise the Handbook at any time.

1.02 Employment Status

City employment is “at-will.” This means an employee may be terminated with or without cause or with or without notice at any time, at the option of either the employee or the City. This Handbook does not modify or limit the employment-at-will relationship.

1.03 Equal Employment Opportunity

The City will not discriminate against any employee or applicant for employment in any manner in violation of Federal or State law, including, but not limited to, an employee’s or applicant’s race, color, creed or religion, sex or sexual orientation, marital status, unfavorable discharge from the military (except dishonorable discharge), national origin, age, physical or mental handicap or disability, Veteran status, membership in the National Guard of Reserves, arrest or conviction record, except as allowed by law, use or nonuse of lawful products off City property during non-working hours, or any other status protected by law.

Any employee who has a problem or concern in any matter relating to equal employment opportunity should discuss it as soon as possible with the employee’s Department Head or the Mayor.

1.04 Employees with Disabilities

The City complies with the provisions of the Americans with Disabilities Act (ADA) and the disability provisions of the Wisconsin Fair Employment Act (WFEA). Employees with a disability under those laws who need a reasonable accommodation related to their employment should provide the City with such request in writing to their Department Head.

1.05 Light Duty

The City provides light duty assignments only for conditions which are governed under Wisconsin’s Worker’s Compensation law and then on a case-by-case basis taking into account the nature of the condition and the availability of work.

To be considered for light duty, an employee must have the potential to return to the employee’s original job at some point in the future. Light duty jobs are not permanent and will be limited in duration.

1.06 Family and Medical Leave

See Appendix A.

1.07 Unlawful Harassment

The City is committed to providing a work environment in which employees are treated with courtesy, respect, and dignity. The City will not tolerate any form of unlawful harassment with regard to an individual’s race, color, religion, age, sex, national origin, disability, ancestry, sexual orientation, marital status, veteran status, arrest or conviction record or any other protected characteristic by any employee, elected official, or third-party.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. Sexual harassment can take many forms, including inappropriate jokes, innuendoes, comments, conversations, cartoons, pictures, pranks, teasing, intimidation, inappropriate touching and similar behavior. It may even include derogatory statements not directed to the targeted individual.

Any behavior is considered unlawful harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; and/or
3. Such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Any employee who becomes aware of an incident of unlawful harassment whether as a victim, witness, or as someone with knowledge must report the incident to a supervisor, Department Head, the Clerk, Finance/HR Specialist, or the Mayor.

If an employee is the victim of unlawful harassment, the City encourages the employee to first communicate directly with the alleged harasser to let that person know his or her behavior is unacceptable, offensive, or inappropriate. However, it is not required that an employee do so.

1. Upon receipt of an allegation of unlawful harassment, the City will investigate the matter and take appropriate remedial action. Any employee who violates this policy may be subject to disciplinary action, up to and including discharge. Any elected official or third-party who violates this policy will be addressed as appropriate.
2. The City will conduct its investigations in a discreet manner and proceed with due regard for the privacy of the individuals involved; however, the City cannot guarantee confidentiality. The City will not retaliate against an employee who reports a violation of this policy or participates in the investigation of such violation. It is the City’s policy to encourage discussion of such matters to help protect others from being subjected to similar unlawful behavior. If, after investigating any complaint of harassment or unlawful discrimination, the City determines that the complaint is not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

1.08 Electronic Communications Policy

See Appendix B.

1.09 Drug Free Workplace Policy

See Appendix C.

1.10 Use of City-owned Vehicles

City-owned vehicles will be used only for official business. With the following exceptions, City vehicles will be used only to transport City officials and employees:

- As reasonable and necessary to perform an employee’s job duties;

- Individuals needing medical treatment as the result of an accident or illness may be transported in a City vehicle;
- Individuals involved in incidents to which City law enforcement officers respond or investigate may be transported in a City vehicle;
- Individuals needing to be conveyed in conjunction with City business may be transported in a City vehicle; and
- Family members accompanying a City official or employee to a business meeting or official function may be transported in a City vehicle;

With the exception of certain employees of the Police and Fire Departments, City vehicles will not be taken home overnight or used for travel at mealtime, unless approved by a Department Head.

City vehicles will be legally operated and parked at all times. Citations issued to the driver of a City vehicle will be the responsibility of the driver and not the City.

Seat belts will be used by drivers of City vehicles, unless an exemption is granted by the Department Head for medical or physical reasons. It is each driver's responsibility to ensure passengers use seat belts.

Department Heads may establish supplemental policies for the use of vehicles used by their employees.

The use of laptops, hand-held cell phones and similar devices while driving for work-related purposes is prohibited except in emergency situations and with respect to authorized police and fire department practice. Hands-free headphones for cell phone use are acceptable.

Personal vehicles may be used for City business with the approval of an employee's Department Head. Employees using their own vehicles may be reimbursed at the rate established by the Common Council.

All officials and employees whose duties require operation of a City vehicle, or who operate a privately-owned vehicle while conducting City business, must possess a valid motor vehicle operator's license issued by the State of Wisconsin.

If a City employee is charged with three (3) or more moving violations within three (3) years or if the employee is deemed to be uninsurable by the City's liability insurance carrier, the employee may be barred from operating a vehicle while performing City work.

An employee performing work that requires operation of a motor vehicle must inform the employee's Department Head if the employee's operator's license has expired, been suspended or revoked.

If an employee's operator's license has been revoked and the employee's position requires the operation of a motor vehicle, or the City's insurer denies coverage for that employee, the employee may be terminated from City employment.

If an employee drives unsafely, a Department Head may deny authorization to operate a vehicle while performing City work. If the employee's position requires the operation of a motor vehicle, the employee may be terminated from City employment.

Officials or employees who operate privately-owned vehicles while conducting official business for the City must have motor vehicle liability insurance providing coverage for bodily injury or death, destruction of or damage to property that meets or exceeds the minimum requirements established by Wisconsin law.

1.11 Workplace Violence

The City is committed to providing a safe, healthful workplace that is free from violence or threats of violence. The City does not tolerate behavior that:

- Is violent;
- Threatens violence;
- Harasses or intimidates others;
- Interferes with an individual's legal rights of movement or expression; or,
- Disrupts the workplace or the City's ability to provide service to the public.

Violent or threatening behavior can include: physical acts, oral or written statements, harassing email messages, harassing telephone calls, gestures and expressions, or behaviors such as stalking.

Individuals who engage in violent behavior may be removed from the premises, and may be subject to discipline, up to and including termination. Violence in the workplace includes relationship violence that intrudes into the workplace, endangering a person in the relationship or others in the workplace. Relationship violence is physically, sexually, and/or psychologically abusive behavior that a household member or dating partner uses to establish and maintain control over another person.

Preventing violence is a responsibility all employees and elected officials share. In situations involving violent behavior, or where it appears that violent behavior is likely to take place employees should immediately notify their Department Head.

ARTICLE 2 EMPLOYMENT POLICIES

2.01 Classification of Employees

- A. City employees are classified as full-time, part-time or temporary employees.
- B. Full-time employees are those employees who are normally scheduled to work a regular work week of forty (40) hours, fifty-two (52) weeks per year less authorized paid time off.
- C. Part-time employees are those employees who are normally scheduled to work less than a regular forty (40) hour week fifty-two (52) weeks per year less authorized paid time off. Part-time employees receive benefits as outlined in this Handbook and as provided for in any benefit plan.
- D. Temporary employees are those employees normally working an irregular, occasional schedule depending upon the City's needs, employees hired for a limited time such as for summer work or employees who report for work only when called. Except as otherwise provided, temporary employees shall not be entitled to receive or participate in employee benefits.
- E. A temporary change in the number of hours per week that an employee works shall not be deemed to change the employee's status.

2.02 Vacancies

The City Council must approve the filling of all vacancies.

When the City determines that a vacancy should be filled or a new position created within the City, the City agrees to post a notice of such vacancy. The vacancy will not be filled until the notice has been posted for at least ten (10) working days. This posting period may be waived by the City Council.

The selection of any applicant to fill a job vacancy shall be made on the basis of relative ability, experience, and qualification.

The City may transfer employees to another position. The City establishes job requirements, determines an applicant's qualifications, and selects an applicant based on who the City determines to be the best qualified applicant for employment. The City may temporarily fill a position while processing the permanent vacancy or publicly soliciting employment applications from non-employees. The Mayor, Administrative & Personnel Committee chair or their designee, and the Department Head of the vacant position shall handle the hiring process and selection of an applicant to fill a job vacancy, unless otherwise required by law, regulation, or ordinance. The hiring process for Police and Fire Department employees will be governed by the Police and Fire Commission By-laws. The hiring process for library employees will be governed by Library Board policies.

2.03 Position Descriptions

The City shall have a job description for each position which shall include:

- Job title;
- To whom the position reports;
- FLSA status;
- A brief description of the position, including the level and type of supervision required;
- Minimum qualifications an individual must have to be considered for employment in the position;
- Knowledge, skills, and abilities considered essential to perform functions and duties assigned to the position;
- The position’s essential functions and duties;
- Other functions or duties that, while not necessarily essential, may be performed by an individual in the position;
- The physical and other requirements of the position; and
- The physical environment in which a person in the position usually works, as well as special environmental or physical conditions the person may encounter.

Department Heads will annually review and modify position descriptions as necessary. Copies of the current position description will be given to the employee, the Clerk, Finance/HR Specialist, and the Department Head.

2.04 Nepotism

Members of an employee’s “immediate family” will be considered for employment solely on the basis of qualifications and pursuant to the hiring processes applicable to all potential applicants for a City job. Immediate family members of current employees may not be hired if that employment would:

1. Create a supervisor/subordinate relationship with a family member;
2. Create the potential for an adverse impact on work performance; or,
3. Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy also applies to assigning, transferring, or promoting an employee.

No employee may use the employee’s position to bring about the employment or promotion of a member of the employee’s family.

No employee may participate in any final decision in any employment matter involving an employee who is a family member.

For purposes of this policy, “immediate family” is defined as: spouse; child by blood or adoption; spouse’s child; sibling; parent or parent-in-law; brother- or sister-in-law; uncle, aunt, niece, nephew, or spouse thereof; grandparent or grandparent-in-law; and fiancé or fiancée.

This policy does not apply to the hiring of temporary or seasonal employees.

2.05 Outside Employment

Employees may engage in outside employment or work so long as, in the judgment of the Mayor after consultation with the employee’s Department Head (or the Police and Fire Chiefs with respect to employees they supervise), the outside work or employment would not affect the quality or quantity of the employee's work for the City, prevent the employee from the accomplishment of the employee’s work for the City, or tend to create a conflict, or the appearance of a conflict, between the private interest of the employee and the employee's official responsibility to the City. Employees are prohibited from entering into any arrangement which involves the performance of services while on City time or while using City equipment. No employee shall receive compensation other than from the City for the performance of services while on City time. Employees who are engaging in work outside of City employment shall disclose that employment to the employee’s Department Head prior to commencing that employment.

2.06 Employee Information

All employees must provide the City with an electronic means of contacting them. Each employee must provide the City with the employee's place of residence, and mailing address. Changes in an employee's place of residence, email

address, family composition, or telephone number must be reported to the employee's Department Head and the Finance/HR Specialist within five (5) working days of the change.

2.07 Personnel Records

Each employee's personnel file will contain only such information as is needed by the City in conducting its business or as required by law. This information normally will include, but is not limited to, an employee's:

- A. Application;
- B. Payroll information;
- C. Performance appraisals;
- D. Medical information; and
- E. Disciplinary records.

The Clerk or their designee will maintain the City's personnel files, except for Police and Fire Department employees whose records will be maintained by the Chiefs or designee. The personnel records will be maintained in a secure location. The City shall maintain a separate employee medical record file for each employee (e.g., reports of medical examinations, psychological profiles, and physician certifications) that will be in a locked location and file access will be limited to the Clerk and Mayor with information provided to the employee's supervisor and/or Department Head on a "need to know" basis.

Internal access to employee personnel files is on a "need-to-know" basis. External access to employee personnel records is based upon state statute.

Each employee may inspect and retain copies of the employee's personnel records pursuant to Wis. Stat. § 103.13. A written request to do so should be directed to the Clerk (or Chief) who will schedule a time for inspection. A reasonable charge may be made for any copies of records.

If, after inspecting the personnel records, an employee believes that certain material is irrelevant, inaccurate, or obsolete, the employee may submit a written request to the Clerk (or Chief) to remove the material from the file. If the employee is not satisfied with the Clerk's (or Chief's) response, the employee may place a written statement explaining the employee's position in the file.

All requests for employment references with respect to employees and former employees shall be directed to the employee's Department Head for the appropriate response. Requests for references for Police and Fire Department employees shall be directed to the respective Chief or designee. Department Heads may release, without first obtaining City consent, dates of employment, title of position, wage and salary information and the location of the job, provided that the person receiving this information has provided the City with a written authorization from the employee or former employee allowing release of this information.

2.08 Probationary Period

Full-time Police Department employees, with the exception of the Chief, shall serve a probationary period of one (1) year. Part-time Police Department employees, shall serve a probationary period until the employee has worked 2,000 hours. A probationary employee may be discharged by the PFC and/or Chief without recourse to any appeal procedure.

If during the probationary period for a promoted employee the Chief determines that the employee is unsuitable in the new position or the employee no longer wishes to remain in the new position, the Chief may terminate the employee or return the employee to the position the employee was in prior to the promotion as approved by the PFC.

2.09 Years of Service

The Finance/HR Specialist shall determine and record the date an individual begins service as a City employee. Years-of-service will be calculated as of an employee's anniversary date and will be used to determine longevity, vacation, and other benefits. The date of entry into service as a City employee for a former employee who is rehired or reinstated will be adjusted to reflect a break in service.

2.10 Performance Evaluations

Employees, other than seasonal or temporary employees or employees covered by a collective bargaining agreement, shall be evaluated periodically by their Department Head.

Department Heads should complete performance appraisals on at least the following occasions:

- a. At the end of the first six months of employment, transfer or promotion;
- b. An annual review;
- d. When the employee is assigned to a new supervisor; and/or
- e. When a reduction in staff is necessary.

If a performance appraisal has been completed within one month before one of the above occasions, a new appraisal need not be completed, except in cases involving discipline or termination. Between scheduled appraisals, Department Heads should discuss with employees any performance issues that warrant attention and should keep records of any significant incidents.

In evaluating employees, Department Heads should consider such factors as the experience and training of the employee, the job description, and the employee’s attainment of previously set objectives and goals. Other factors that normally should be considered include, but are not limited to, knowledge of the job, quantity and quality of work, promptness in completing assignments, cooperation, initiative, reliability, attendance, judgment, conduct, and acceptance of responsibility.

In completing evaluations, Department Heads should prepare a written document of each employee’s job performance which should include the Department Head’s comments and recommendations, an action plan for both the employee and Department Head, and performance goals for the next evaluation period.

Employees will be permitted to review their evaluation and given a chance to meet with their Department Head to discuss it. Employees who have a concern about their appraisal may request a review by the Administration & Personnel Committee or Mayor.

Information derived from the performance appraisal may be considered when making decisions affecting an employee, including but not limited to, decisions concerning training needs and opportunities, pay, promotion, transfer, or continued employment.

The Administration & Personnel Committee and Mayor will evaluate the Public Works Director, Clerk-Treasurer, Ambulance Chief, Fire Chief, and Police Chief. The Library Board will evaluate the Librarian.

An employee who believes the evaluation of his or her performance is inaccurate may provide a written objection for inclusion in the employee’s personnel file along with the evaluation.

2.11 Reassignment

The City may assign employees in its discretion upon the terms and conditions determined by the City.

2.12 Separation from Employment

All separations from City service shall be designated as one of the following: resignation, retirement, layoff, disability or dismissal. The termination date is recognized as the employee’s last day on the payroll.

A. Resignation/Retirement

Resignations or retirements are voluntary, permanent separations initiated by employees. It is expected that employees will give as much notice as possible in order to facilitate recruitment and orientation of new staff members. Employees are asked to submit their resignation in writing to their Department Head and the Finance/HR Specialist at least one month in advance of their planned departure, unless the situation does not permit such notice. Employees contemplating retirement and receipt of an annuity from the Wisconsin Retirement System, the Social Security Administration, or another source should notify the Finance/HR Specialist of their intent a minimum of three (3) months before the month during which they wish to retire. Employees shall forfeit payout of vacation and sick leave if they fail to provide at least two weeks’ notice of resignation or retirement, or such greater amount of notice specified in the employee’s job description.

B. Layoff

A layoff is the termination of employment due to a shortage or stoppage of work or funds, functional reorganization, abolishment of a position, or other reasons. When the City determines that a layoff will occur, the City will determine who to layoff giving consideration to legal standards, ability, experience, operational needs, and qualifications. Re-hiring employees that have been laid off shall be accomplished by the City under the same considerations.

C. Disability

An employee may be separated from City service if the employee is unable to perform required duties due to physical or mental condition, with or without a reasonable accommodation, if such accommodation provides an undue hardship, or if the employee poses a direct threat to the employee or others.

D. Dismissal

City employees are at-will employees and may be dismissed for any reason at any time, including violation of any of the provisions of this Handbook. Dismissals must be approved by the Mayor, for library employees by the Library Board, and for sworn law enforcement officers by the Police and Fire Commission.

E. Exit Interviews

Employees who are separating from city employment will have an opportunity for an exit interview with the Finance/HR Specialist or their designees.

F. Return of City Property

Separating employees must return all City property (e.g., computers, vehicles, logins/passwords, keys, key fobs, credit cards, tools) that is in their possession or control prior to or on the employee’s last day of employment. Separating employees shall forfeit payout of vacation and sick leave if they fail to return City property.

2.13 Driver’s License and Commercial Driver’s License (CDL)

Employees whose positions require them to possess a valid driver’s license and/or CDL must have that license during the entire time they are employed in such position. Employees are responsible for maintaining a valid driver’s license and/or CDL. Employees may be subject to disciplinary action based on the conduct that led to the failure to maintain a valid CDL. Failure to maintain a valid CDL may constitute grounds for termination of employment.

Any employee who has a driver’s license suspended, revoked, or cancelled by any state or other jurisdiction, or who is disqualified from operating a vehicle for which a CDL is required, must notify the employee’s Department Head of such suspension, revocation, cancellation, loss of privilege, or disqualification. This notification must be made before the end of the business day following the day the employee received the suspension, revocation, cancellation, lost privilege, or disqualification. The Department Head and the employee will meet and review the circumstances of the situation.

For those job classifications for which a driver’s license and/or CDL is required, lawful suspension, revocation, or cancellation of such license may render an employee unqualified for the position and unable to perform the essential functions of that position. Such employee may be terminated from City employment.

The City may, on a case-by-case basis, place the employee in a vacant position within the City, put the employee on a paid or unpaid leave of absence, or re-structure the employee’s job duties during the period during which an employee’s driver’s license and/or CDL is suspended, revoked or cancelled. The City is not obligated to do so, however. If the employee’s job duties are re-structured, the City may reduce the employee’s compensation to reflect the loss of job responsibilities.

If the City reviews alternatives other than termination for an employee whose driver’s license and/or CDL has been suspended, revoked or cancelled, the City may consider, among other things, the following factors:

- i. The position held by the employee;
- ii. Available City vacancies and the employee’s qualifications for those positions;
- iii. The City’s operational needs;

- iv. Staffing issues;
- v. The anticipated length of time of the driver's license and/or CDL's suspension, revocation or cancellation;
- vi. The employee's length of service in City employment;
- vii. The employee's work record;
- viii. Whether the employee's conduct which resulted in the suspension, revocation or cancellation of the driver's and/or CDL was caused by a disability and the availability of reasonable accommodations for such disability;
- ix. The employee's paid leave status; and
- x. The nature of the offense giving rise to the suspension, revocation or cancellation.

The City may condition continued employment, including reassignment, leave, or job restructuring, on future compliance with all terms and conditions of City employment and upon restoration of driver's license and/or CDL within a particular period of time. An employee may not be returned to the employee's previous position until such time as the employee's driver's license and/or CDL has been restored and the employee has been determined to be insurable by the City's automobile liability insurer.

2.14 Employee Assistance Program

The City provides access by its employees to an Employee Assistance Program (EAP) to provide information, support, and referral to community resources to them and/or their family members. This program is strictly confidential, and only an EAP coordinator, through written permission of the employee, can give out information obtained by reason of an EAP referral or contact.

EAP coordinators are not social workers or counselors. Their role is to provide support, discuss options about the employee's/family member's concerns, and help to make referrals to resources in the local community.

An employee or family member(s) may seek assistance on their own or a supervisor may encourage the employee to contact an EAP coordinator and/or offer to make arrangements for an appointment with an EAP coordinator of the employee's choice. It is the employee's prerogative as to whether to accept a referral and treatment.

Information regarding the EAP program can be obtained from the Finance/HR Specialist.

ARTICLE 3 CODE OF CONDUCT

3.01 Code of Ethics

City employees shall follow the following code of ethics:

- An employee may not use or attempt to use the employee’s position to obtain financial gain, anything of value or any advantage, privilege or treatment for the employee or member of the employee’s immediate family’s private benefit or for an organization with which the employee is associated other than which the employee is entitled arising from City employment.
- No employee or member of the employee’s immediate family may, directly or indirectly, solicit or accept from any person or entity, directly or indirectly, anything of value if it could reasonably be expected to influence the employee’s job performance or could reasonably be considered as a reward for the employee’s action or inaction.
- No employee may:
 - Take any employment action affecting, directly or indirectly, a matter in which the employee, a member of the employee’s immediate family, or an organization with which the employee is associated has a financial or personal interest;
 - Use the employee’s position in a way that produces or assists in the production of a benefit, direct or indirect, for the employee, a member of the employee’s immediate family either separately or together, or an organization with which the employee or the employee’s immediate family member is associated. This does not prohibit an employee from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses; or
 - Grant any privilege, anything of value, special consideration, treatment or advantage to any person beyond that which is available to every other person except as may be specifically provided for by law.

3.02 Political Activities

City officials and employees may not, either directly or indirectly, solicit or receive money, property, favors, services, or anything of value on behalf of a candidate for elective office, on behalf of a political party or a committee attempting to influence the outcome of an election during working hours or while on City property.

City officials and employees may not engage in political activity on City property or while engaged in work elsewhere as a City official or employee. Candidates seeking any elective office may not engage in electioneering while on City property.

An employee intending to seek political office will be expected to use vacation time, or request an unpaid leave of absence, when the amount of time and effort to conduct a campaign for public office interferes with the performance of duties as a City employee.

An employee elected to a City political office will terminate employment with the City; or, with the approval of the Common Council, take an unpaid leave of absence for a period not to exceed two (2) years.

An employee elected to a political office, other than elective office in the City, may continue to work for the City, but may not conduct business related to the employee’s elective position while on City property or while engaged in activities as a City employee.

An employee may seek nomination and appointment as a polling place official, or serve as an appointed observer at a polling place in any election; but, to avoid what may appear to some voters as a possible conflict of interest, the practice is discouraged. City employees serving as polling place officials or observers will not receive compensation from the City for scheduled hours not worked as a City employee.

3.03 Lobbying

City officials and employees, acting as representatives and with the approval of the City, may appear before a legislative body to give testimony on a matter before the body.

City officials and employees may appear before a legislative body as a private citizen, as a member of an organization not affiliated with the City, or as a representative of an association seeking to influence the outcome of a matter before the body. In this case, however, City officials and employees are expected to use vacation or unpaid time for the purpose.

3.04 Whistleblowing and Retaliation

Employees and elected and appointed officials may give information about possible wrongdoing by another employee or City official to their attorney, the City Attorney, Mayor, or if appropriate, a law enforcement agency. Except in cases where a statute or civil law sets forth a longer maximum prescriptive period, reports of wrongdoing must be reported within three (3) years of the last incident. The City shall not retaliate against an employee because that employee discloses information concerning possible wrongdoing by another employee or City official.

3.05 City Property

The City does not permit:

- Unauthorized or inappropriate use of City property for personal purposes, including the use of vehicles, offices, telephones, cellular phones, radios, computers, photocopiers, and other office and communications equipment;
- Unauthorized possession, removal or sale of City property or the property of a City official or employee;
- Unauthorized use, lending, borrowing or duplication of any key or key fob providing access to City property and equipment;
- Unauthorized entry to City property, including entry outside of assigned work hours or entry into areas where an official, employee or the public is not permitted to be without authorization; or
- Unauthorized removal of notices or signs from City property, equipment or bulletin boards.

The use by employees of City-owned buildings, tools, machinery, equipment or facilities for personal or private purposes, not as part of their employment duties or a City sponsored program, is prohibited.

3.06 Possession of Weapons

No City official or employee may possess a weapon or ammunition while on duty, on City property, at a City job site, or within a City vehicle except as permitted by law. This policy does not apply to City Police Officers.

3.07 Smoking/Vaping

The City policy prohibits smoking in any enclosed, indoor area of the City’s buildings and vehicles. Smoking is defined as carrying a lighted cigar, cigarette or pipe. In addition, the City prohibits vaping, which is the use of electronic nicotine delivery systems or electronic smoking devices (e.g., e-cigarettes, e-pipes, e-hookahs, and e-cigars) in any enclosed, indoor area of the City’s buildings and vehicles.

3.08 Personal Appearance

City employees should be groomed and dressed in a manner suitable for the workplace and that reflects well on the City as an employer. Supervisors or Department Heads will discuss personal appearance with employees if it is felt appearance is not appropriate.

3.09 Absenteeism

City employees are responsible for reporting to work on time as scheduled. In the event of non-work-related sickness or injury, an employee must contact the employee’s Department Head at least one hour prior to the start of the employee’s scheduled shift. With the exception of emergency situations, the employee (not the employee’s spouse or another relation) must communicate with the Department Head directly.

Excessive absenteeism from scheduled work may be cause for disciplinary action. Excessive absenteeism is defined as three (3) or more absences of 1/2 day or more in a 120-day period, excluding vacation time, compensatory time, and family and medical leave.

An employee who is absent from work for three (3) consecutive work days without proper notification to the City, unless prevented from doing so for a reason beyond his/her control, may result in the employee being considered to have voluntarily vacated employment with the City.

The City may request that an employee provide medical or other documentation verifying the reasonableness of any absence.

3.10 Safety and Accident Prevention and Reporting

The City recognizes the need for safe work practices and workplace safety. While supervisors and Department Heads must lead the City’s accident prevention initiatives, safety is everyone’s responsibility. City employees must abide by the following rules:

1. Observe safe practices at all times;
2. Promptly report to the employee’s Department Head, the Finance/HR Specialist, and the Clerk all work-related injuries or illnesses whether the employee is directly involved or simply a witness, regardless of the situation’s severity;
3. Correct and immediately report to the employee’s supervisor or Department Head any hazard or potentially unsafe condition;
4. Cooperate with a supervisor or Department Head that is investigating any accident of which an employee has knowledge;
5. Ask the supervisor or Department Head if the employee is not sure of the safe procedure;
6. Keep all work areas clean and free from debris, and tools and equipment in clean and good repair;
7. Ensure that only employees properly trained and qualified may use, adjust and repair certain machines and equipment;
8. Refrain from operating, modifying, adjusting or using equipment in an unauthorized manner or for an unauthorized purpose;
9. Use protective equipment as required in designated areas and while using machinery or tools;
10. Refrain from removing guards or other protective devices from machinery and equipment;
11. Request help when lifting or pushing heavy objects;
12. Know the locations, contents and use of first aid and fire-fighting equipment;
13. Attend safety training programs as requested; and
14. Comply with OSHA standards as instructed.

Any employee involved in an incident, accident or injury, including property-damage only accidents or incidents, irrespective of fault, during working hours or while using any City-owned machinery, vehicle or other property, shall report the incident, accident or injury to the employee’s Department Head, the Finance/HR Specialist, and the Clerk within 24 hours (excluding weekends and holidays) of the occurrence of the incident, accident or injury. Failure to

timely report an accident or injury does not excuse an Employee from a continuing duty to report any such injury or accident.

3.11 Prohibited Conduct

The following conduct is prohibited while on City time and may subject an employee to disciplinary action, up to and including termination. The following examples are illustrative of the type of conduct that is prohibited, but this list is not all-inclusive:

1. Violation of any of the policies contained in this Handbook.
2. Filling out another employee's time record or having one's time record filled out by another. Punching in or out another employee's time card or having one's own time card punched in or out by another employee.
3. Physical or verbal abuse of an employee, city official or a member of the public including but not limited to, threats, extortion, coercion, derogatory, profane or obscene language, assault, battery or offensive touching.
4. Being absent three (3) consecutive workdays without proper notification to the City, unless it was beyond the control of the employee to notify the City.
5. Absence from work due to other employment without authorization from the City.
6. Refusal to work overtime.
7. Inviting or allowing any non-employee to enter into restricted City premises and/or job site at any time without proper authorization.
8. Insubordination, i.e., the refusal to perform duties assigned by the employee's Department Head and/or supervisor, or offensive and abusive attitude toward the employee's Department Head and/or supervisor, or refusal to obey any reasonable order of those in charge of the employee's work.
9. Misusing, destroying or damaging any City property or the property of any employee through reckless or willful conduct, or through carelessness resulting in serious loss.
10. Sleeping while on duty and/or inattention to job duties.
11. Neglecting job duties or responsibilities.
12. Loafing, loitering, or engaging in unauthorized personal business or visiting.
13. Health or safety violations and horseplay that does or could cause serious loss or injury.
14. Falsifying any City reports or records, including patient, employment, absentee, sickness and production records, or making false statements in connection with City reports or records, or omitting facts or information from an employment application.

15. Fighting or provoking or instigating a fight on the City’s premises and/or job site or threatening or intimidating any employee on City property.
16. Removal from City premises and/or job site of City property, records or other materials or the property of other employees for personal or non-work-related use without proper written authorization.
17. Theft or sabotage or attempted theft or sabotage of any property on the City’s premises or being an accessory to the same.
18. Making false malicious statements about any employee, official, the City, its services or a citizen.
19. Making false statements to a supervisor or Department Head or during a personnel related investigation concerning work related activities.
20. Unauthorized use of City telephones and/or credit cards.
21. The posting or removal of notices, signs or writing in any form on City bulletin boards or property without approval of the City.

3.12 Discipline

Depending on the circumstances involved, discipline may involve a written warning, suspension without pay, demotion, or discharge. The City may determine what level of discipline is most appropriate under the circumstances, including immediate termination. The City is not required to follow a strict progression of discipline.

3.13 Grievance Policy

See Appendix D.

ARTICLE 4 HOURS OF WORK AND COMPENSATION

4.01 Hours of Work

The normal work week for full-time City employees, with the exception of certain Police and Fire Department positions, is forty (40) hours during the seven (7) day period beginning 12:01 a.m. each Sunday and ending at midnight the following Saturday. The Police and Fire Department hours of work will be established by the Chiefs.

Normal hours of operation for City departments and offices may be set and, as necessary, changed by Department Heads with approval of the Mayor. Work hours, including lunch periods, will be established by Department Heads to meet the City's needs.

4.02 Rest Periods, Lunch Breaks

Full-time employees may take two (2) paid rest periods during an eight (8) hour workday not to exceed fifteen (15) minutes each. One break may be taken during the first four hours of the day, and the other may be taken during the second four hours.

Rest periods must be taken in the immediate area of work. Employees may not travel to another work site or City building to take break time.

Full-time non-exempt employees under the Fair Labor Standards Act may take an unpaid lunch period away from their workstation of a length to be determined by the Department Head.

Rest periods and lunch breaks will be taken at such time as determined by the employee’s Department Head.

4.03 Pay Periods and Reporting Hours

Employees will be paid by direct deposit every other Friday. Employees shall report hours worked and hours charged to various forms of leave as required by the City, including overtime and compensatory time, vacation, and sick leave. Employees must submit their time cards to City Hall and all electronic time cards shall be entered into the time management system by 8:00 a.m. the day after the last working day in the pay period so that payroll personnel have two (2) full days to prepare the payroll

It is an employee’s and supervisor’s responsibility to accurately report the number of regular hours worked, overtime hours worked, and hours charged to vacation, sick leave or other forms of leave. Employee’s should review their paychecks and time records for errors and shall report any mistakes prior to the next payroll period.

4.04 Base Compensation

The Common Council will annually set the level of base compensation for employees.

Employees working in more than one job classification, shall be paid the rate of pay for the job being performed. Employees will receive their regular rate of pay irrespective of the job or task being performed.

If a current City employee applies for and is hired to fill a vacancy, the employee shall receive either the pay for his or her former position or a rate established for a designated introductory period for the new position, whichever is greater. At the successful completion of the designated introductory period, the employee shall receive the regular rate of pay for the new position.

4.05 Overtime

There may be times when it will be necessary for employees to work overtime. At such times, a supervisor or Department Head will notify employees as early as possible regarding the City’s overtime needs. Employees shall work overtime when requested to do so by the City.

There may be times when an employee believes the employee needs to work overtime to complete City work assigned to the employee. In that case, the overtime must be approved in advance by the employee's supervisor or Department Head. Overtime should be kept to a minimum and shall be utilized to relieve specific, occasional peaks in workloads or emergencies.

The City will compensate non-exempt employees under the Fair Labor Standards Act time one and one-half (1.5) of the regular hourly rate of pay for all hours worked in excess of forty (40) hours per week.

All employees shall respond to an emergency call out outside of their regularly scheduled hours of employment. Non-exempt employees shall receive a minimum of two (2) hours at time and one-half (1-1/2) to any employee who is requested to report outside the employee's regularly scheduled work hours or who reports to work as scheduled and is sent home, regardless of the time actually spent at work.

Exempt employees under the Fair Labor Standards Act are not eligible for overtime. In recognition for time worked necessitated by circumstances above and beyond expectation of the job or for time worked which is unusually more than normal, exempt employees may request time off from the Department Head. Department Heads may request time off from the Mayor. This time off is not intended to be accumulated, paid out or used to supplement vacation or sick leave. The use of such time off must be done so as to ensure coverage during the Department’s core hours, not interfere with mandatory training and meetings or impact City service levels.

4.06 Compensatory Time

Non-exempt-employees under the Fair Labor Standards Act may receive compensatory time off in lieu of overtime pay. Compensatory time allowance is subject to the following:

- a. An employee may elect to accumulate compensatory time rather than be paid overtime. Compensatory time shall be earned at the rate of one and one-half (1.5) hours for every hour of overtime worked. For example, four (4) hours of overtime work will result in six (6) hours of compensatory time.
- b. An employee who elects to accumulate compensatory time rather than be paid overtime must make an election to designate overtime hours as compensatory time on the employee's weekly time sheet. Once the time sheet is submitted, the designation cannot be changed.
- c. Compensatory time shall not be accumulated beyond sixty (60) hours.
- d. Compensatory time shall not be carried over into the following calendar year. Compensatory time not used or scheduled to be used prior to December 31, will be paid out in the employee's last pay check of the calendar year.
- e. Use of compensatory time must be scheduled with the prior approval of the supervising Department Head or designee or, if the Department Head, the Mayor. Compensatory time may be granted by the supervising Department Head or, if the request is from a Department Head, the Mayor, as requested by the employee, provided the final determination of the number of employees who may use compensatory time at any given time is vested in the Department Head/Mayor to insure the orderly and efficient operation of the City. Failure of the employee to secure prior approval shall constitute leaving the workplace without permission and may result in discipline, up to and including termination.

4.07 Emergency Closure

Although the City will make every effort to remain open for business on scheduled workdays, there may be instances where conditions make it impossible to do so. These include, but are not limited to, severe weather, declared state of emergency, utility disruptions, natural disasters and terrorist actions. The following procedures will set forth employer and employee obligations regarding reporting to work, use of leave and pay issues when circumstances impact the City's ability to be open for business.

- The Mayor, or Council President, in the Mayor's absence, will have the authority to close City departments/offices due to the circumstances listed above or any other circumstance that arises. If possible, the Mayor or Council President shall consult with the affected Department Head(s) prior to closing City departments/offices.
- If City offices are open, employees are expected to report to work on time as scheduled. Employees who are late or choose not to report to work will be expected to use vacation time or compensatory time as may be approved by the Department Head.
- If City departments/offices are closed and employees are sent home or told not to report to work, the employees shall be compensated for their regularly scheduled hours or time provided that:
 - Non-exempt employees will be expected to make up any time lost within one (1) month of the date of the closure at such times as are approved by their Department Heads. In lieu of making up the time lost, hourly employees may elect to use compensatory time or vacation time for the time lost.
 - Exempt employees may flex their hours to account for the time lost due to closure. In the alternative, exempt employees may elect to use vacation time for the time lost.
- Depending on the nature of the emergency, the Mayor or Council President may elect to close certain offices/departments while others remain open.

- This policy is intended to supplement rather than supersede Section 1.28(a) of the Municipal Code and the City of Dodgeville Emergency Response Plan.

4.08 Deferred Compensation

The City participates in a deferred compensation plan and employees may elect to participate in that Plan. A portion of an employee's gross income, up to a limit set by the Plan, will be deducted each pay period for employees who choose to participate.

4.09 General and Travel Expenses

Expense allowances will be granted only upon prior authorization of the Department Head from funds allocated to the Department in its budget and upon submission of a receipt for those expenses.

City employees authorized to travel outside Dodgeville on official business may claim reimbursement for reasonable expenses actually incurred. Expenses incurred by spouses or other family members traveling with an official or employee will not be reimbursed.

Receipts are expected to accompany claims for reimbursement.

Travel advances may be requested if a convention, conference or meeting is scheduled to last at least three (3) days. To minimize travel advances, officials and employees may request either prepayment by or direct billing to the City of major expenses such as air travel, lodging, registration fees or tuition costs.

For travel by City officials and employees:

- A City-owned vehicle may be used for official travel.
- Mileage incurred when using personal vehicles will be reimbursed at the current IRS allowable rate provided the request for reimbursement is made within thirty (30) days of the expense. If two (2) or more individuals travel in one (1) vehicle, only the vehicle's owner will be entitled to claim mileage.
- When rental of a car becomes necessary, only the usual and customary costs of renting a compact or subcompact model will be reimbursed, unless non-availability of a car in either class can be documented. Discounts or special rates are often available if proof of employment by a unit of government is presented to the rental agent.
- Air travel will be reimbursed on the basis of the fare actually paid; or, if the individual selects business or first class, the lowest coach class fare available at the time travel arrangements were made. Flight insurance is not a reimbursable expense.
- Lodging should be at or reasonably near the place an individual conducts business or attends a conference so additional transportation costs are not incurred. If lodging is available at a conference site, the employee may first seek to obtain lodging there. When conference site lodging is not available or the business travel does not involve a conference, the employee shall seek to obtain lodging at hotels or motels offering government rates to public officials and employees, if available. Maximum allowances for lodging, based on single and double occupancy, are set and periodically revised by the Common Council.
- The City will not reimburse lodging associated with attending meetings of one (1) day's duration and conducted within seventy-five (75) miles (one way) of the City unless authorized by the appropriate board, commission or committee.
- Meal expenses will be reimbursed, along with state taxes, local taxes, and gratuities not exceeding fifteen percent (15%); receipts are not required for meals costing less than fifteen dollars (\$15), including any taxes

and gratuity. The maximum rates of reimbursement for meals shall be at the current IRS allowable rate. Expenses related to the purchase of alcohol will not be reimbursed.

- An individual leaving home in the morning and returning the same evening may request reimbursement for a morning meal if departure occurs before 6:30 a.m. and reimbursement for an evening meal if returning home after 6:30 p.m.
- If a meal is scheduled as part of an instructional program, conference, convention or professional meeting, and individuals attending are charged an amount exceeding the IRS allowable rate, the higher amount will be reimbursed if the actual cost is documented.

4.10 Clothing Allowance

Clothing, shoes, and tool allowances, if any, will be paid as approved by the Common Council.

ARTICLE 5 BENEFITS

5.01 General Conditions

The benefits set forth below and employee eligibility for them are subject to and conditioned upon the terms of the respective plans.

The benefits set forth in Article 5 are available to all eligible full-time City employees who have completed two months of employment, unless eligibility is set differently by the applicable plan. All non-seasonal or temporary part-time employees who are regularly scheduled to work an average of 20 hours or more each week shall be eligible to receive a straight prorated share of the fringe benefits. The proration of benefits shall be calculated on the basis of the number of hours worked during the previous calendar year divided by 2,080. All other part-time employees shall not be eligible for benefits in Section 5.

5.02 Health Insurance

The City will offer health insurance to its employees who meet plan criteria. The terms and conditions of this benefit are subject to the requirements of state and federal laws.

The City shall annually determine the amount it will pay of the total monthly premium costs and deductibles for single or family health plan coverage as selected by the employee or elected official, and the amount that the employee or elected official shall pay. The City's share of premium payments and deductibles for part-time employees covered under the City's plan shall be pro-rated based upon the hours regularly worked.

5.03 Wisconsin Retirement System

The City participates in the Wisconsin Retirement System pursuant to §40.05, Stats., and the City and employee premium contributions shall be pursuant to State law. Employee eligibility is determined by WRS standards.

5.04 Dental Insurance

The City provides dental insurance coverage for full-time employees and part-time employees who meet plan eligibility. The City's share of premium payments and deductibles for part-time employees covered under the City's plan shall be pro-rated based upon the hours regularly worked.

5.05 Vision Care

Upon proof of expenditure, the City will reimburse full- and part-time employees for expenses incurred related to vision care and eyeglasses up to a maximum of three hundred seventy-five (\$375.00) dollars per employee per calendar year. Amounts remaining unused at the end of the calendar year may be carried over for use in the succeeding calendar

year, up to a maximum of seven hundred fifty dollars (\$750.00). Such reimbursement shall be limited exclusively to expenses incurred by the employee and the employee's dependents.

A new employee's maximum reimbursement amount shall be calculated on the basis of 1/12 of the maximum reimbursement amount set forth above for each month the employee is expected to work in the employee's initial calendar year of employment. A month is considered 15 or more calendar days.

5.06 Life Insurance

City employees and elected officials may participate in a term life insurance plan open to government employees covered under the Wisconsin Retirement System. The City pays fifty percent (50%) of the premium for basic coverage. Additional coverage, as well as coverage for an employee or elected official's spouse and dependents, may be purchased at the employee's or elected officials' own expense.

5.07 Section 125 Plan.

The City will provide access to a Cafeteria Plan/Flexible Spending Account Plan that complies with the requirements of §125 of the Internal Revenue Code and that is administered through a third-party plan administrator selected by the City. Plan administration fees, except to the extent that overpayments to Flexible Spending Accounts revert to the City and may be used to offset the cost of administration, shall be paid by the City.

Employees agree, to the extent allowed by law, to indemnify and hold harmless the City, its officers, agents and employees, individually and collectively, against any and all claims, tax consequences, suits or other forms of liability arising out of their election to participate (including level of participation) or not to participate in the Plan.

5.08 Other Benefit Programs

The City makes a Flex Plan and benefit plan available to employees who are eligible to participate under the terms of each plan. Each plan has certain eligibility criteria which must be met in order to participate in each plan and, if an employee meets the eligibility requirements to participate, the City, in its exclusive discretion, may elect to contribute toward the cost of certain benefits. The City will annually determine its contribution levels.

5.09 Social Security

Social Security contributions are deducted from an employee's or elected official's pay, whether they participate in the Wisconsin State Retirement Fund or not. The maximum amount of earnings against which the Social Security tax is levied is set by the Congress and usually increases each year. The City matches the amount contributed by each employee or elected official.

5.10 Worker's Compensation

Employees are covered by the Wisconsin Worker's Compensation Act. The Act provides benefits if a worker, while performing work-related duties or travel, becomes temporarily or permanently disabled, or dies as the result of a work-related injury or disease.

An employee injured or likely to be disabled as the result of a work-related injury or disease should notify the employee's Department Head, Finance/HR Specialist, and the Clerk who will initiate the administrative actions required by the State of Wisconsin.

An employee may supplement the difference between what the employee is paid through Worker's Compensation benefits and the employee's regular pay with unused and accrued sick leave.

ARTICLE 6 LEAVES AND ABSENCES

6.01 Holidays

Each full-time employee shall, after two (2) months of continuous service, be entitled to paid leave on the following holidays: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. Part-time employees shall be entitled to pro-rated holiday pay.

Full-time employees shall also be entitled to three (3) floating holidays (24 hours) of paid leave. Full-time employees who have completed ten (10) years of employment shall be given one (1) additional floating holiday (8 hours); twenty (20) years shall be given two (2) additional floating holidays (16 hours); thirty (30) years shall be given three (3) additional floating holidays (24 hours). New employees shall be entitled to a pro-rated amount of floating holidays based upon their date of hire. All floating holidays not used at the end of the year shall be lost. The amount of floating holiday paid leave new full-time employees shall be entitled to shall be calculated on the basis of two (2) hours for each month the employee is expected to work in the employee's initial calendar year of employment. A month is considered 15 or more calendar days.

Holiday pay shall be paid on the first payroll after the designated holiday. Holiday pay shall be computed on the basis of the number of hours in a regularly scheduled working day.

Should any of the above listed holidays fall on a Saturday, the previous Friday shall be observed as the holiday; and should any holiday fall on a Sunday, the following Monday shall be observed as the holiday. When Christmas Day and New Year's Day fall on Saturdays, the preceding Thursdays shall be observed as the Christmas Eve and New Year's Eve holidays. When Christmas Day and New Year's Day fall on Sundays or Mondays, the preceding Fridays shall be observed as the Christmas Eve and New Year's Eve holidays.

An employee must work, or be on an authorized leave of absence, both on the date just before and the date immediately after a holiday to receive paid leave on that holiday. Holiday pay for employees on an authorized leave of absence shall be computed on the basis of the average of the number of hours of paid leave used on the date just before and the date immediately after a holiday.

6.02 Vacation

Full-time employees earn vacation from the day they begin work. Employees earn vacation on the basis of 1/12th of the annual vacation allowance for each month of employment based upon an employee's date of hire. A month is considered fifteen (15) or more calendar days. Vacation is earned based on the following schedule:

<u>Employment Year</u>	<u>Vacation Earned</u>
First month through end of year 1	1 Week
At the end of year 2 thru the end of year 6	2 Weeks
At the end of year 7 thru the end of year 14	3 Weeks
At the end of year 15 thru the end of year 19	4 Weeks
At the end of year 20 and the end of every year thereafter	5 Weeks

Vacation may not be taken until an employee has completed six (6) months of employment, unless negotiated at hire or with Department Head approval.

Part-time employees shall receive up to one week of paid vacation per year on a pro-rated basis. After seven (7) years of employment, a part-time employee will be entitled to pro-rate up to two weeks of vacation.

First-year employees shall earn vacation during that calendar year (and which may be taken in the subsequent calendar year) prorated based upon the actual number of months worked.

Vacation time must be used during the calendar year in which the employee is entitled to take the vacation or shall be forfeited. Employees who are unable to, due to circumstances beyond their control, take vacation during the calendar year in which the employee is entitled to take the vacation may request to carry over up to two (2) weeks. The request must be in writing and made to the employee's Department Head or, in the case of Department Heads, the

Administration & Personnel Committee or Library Board. If the request is granted, the vacation must be taken on or before March 31 of the carryover year or a later date approved by the Administration & Personnel Committee or Library Board.

If a holiday occurs during the period an employee is on vacation, the employee will receive an additional day of vacation for each holiday in the period.

Vacation time for an employee who terminates employment will be prorated and the employee will be compensated for any vacation earned, but not used. An amount representing wages paid for vacation used in excess of the number of vacation days to which the employee would have been entitled will be deducted from the employee's final pay. Any lump sum payment to an employee at termination for accrued vacation shall be only for vacation actually earned and shall be considered "earnings" within the meaning of the Wisconsin Retirement System.

Notwithstanding the forgoing, vacation time for an employee that started employment on or before December 31, 2012, who retires from City employment, shall be compensated for any vacation the employee would have earned, but not used, in the employee's final calendar year of employment. Any lump sum payment to such an employee at termination for vacation shall be considered "earnings" within the meaning of the Wisconsin Retirement System.

Vacations will be approved by the Department Head taking into consideration the Department's operational needs, including the time of year, workload, and the availability of other employees to fill in for an absent employee. A Department Head need not approve a vacation request if an employee's absence may impair the department's ability to meet its responsibilities.

Vacation shall not accrue during Worker's Compensation and unpaid leaves.

6.03 Sick Leave

All full-time employees shall earn eight (8) hours of sick leave with pay for each calendar month worked. Unused sick leave may accumulate without limit for the employee's personal use in the event of illness or injury only. For any other purpose unused sick leave may accumulate to a maximum of one thousand two hundred (1,200) working hours. Employees' accumulated sick leave credits shall be posted monthly. Sick leave shall not accrue during Worker's Compensation and unpaid leaves.

Employees may use sick leave credits in case they must be absent due to personal illness or the illness or injury of someone in their immediate household family, for medical, dental or vision appointments or for such other reasons which qualify under the Wisconsin or Federal Family and Medical leave law. Employees who use more than three (3) consecutive work days per incident for a severe illness or injury or six or more days within a 30-day period, must provide the City with a written statement from the employee's health care provider verifying the illness or injury.

Any employee who misuses sick leave benefits may be subject to disciplinary action including, but not limited to suspension or dismissal. If such conduct is suspected, the City may require a physician's statement to verify personal illness. Such request will not unreasonably be denied.

Upon the retirement of an employee who regularly works at least twenty (20) hours per week pursuant to Wisconsin Retirement System standards or the death of an eligible employee, the value of up to six hundred (600) hours of accumulated sick leave at \$15.25/hour shall be converted to pay health insurance premiums and/or health insurance deductibles through the City's retirement HRA plan. Employees will have their credit deposits paid directly to the City's HRA plan. The deposits will be made on an annual basis in the yearly sum amount equal to the monthly payments for the City's health and dental premiums along with the amount equal to the City's employer contribution for the employee until the employee's sick leave balance is exhausted. The remaining current value, if any, of the employee's accumulated sick days/hours will be deposited in the City's 457 deferred compensation plan as a non-elective employer contribution up to the annual contribution limit or catch-up contribution limit, if applicable. In the event the contribution limit has been reached for an employee in the year of retirement, the remaining value will be paid to the employee in cash.

Full-time employees who have accumulated more than 1,200 hours of sick leave on or before December 31, 2012, shall retain their accumulated hours for use as sick leave by the employees only for their own illness or injury during their employment.

At the end of each year, the City will pay each employee whose accumulated hours at the end of the year would exceed 1,200 a sum equal to 50% of their hourly pay per hour for each hour over 1,200 hours up to ninety-six (96) hours per year except that, for those employees retaining hours in excess of 1,200 that accrued prior to December 31, 2012, no payment will be made for such hours.

6.04 Bereavement Leave

Each employee shall be entitled to three (3) days (24 hours) off with full pay when there is a death in his/her immediate family. "Immediate Family" shall include an employee's spouse, ex-spouse, domestic partner, children, stepchildren, parents, stepparents, spouse's parents, spouse's stepparents, brothers, sisters, son-in-laws, daughter-in-laws, grandchildren, brother-in laws or sister-in-laws, grandparents, and spouse's grandparents. Full-time employees shall also be entitled to one (1) day (8 hours) off with full pay when there is a death of their aunts, uncles, nieces, nephews, great grandparents, and first cousins.

Employees shall be entitled to one-half (1/2) day (4 hours) off with full pay when there is a death of a City employee who was actively employed at the time of his or her death on the day of the funeral provided the funeral is on a day regularly worked by the employee taking the leave.

Employee may use up to three (3) days (24 hours) of maximum accumulated sick leave days to obtain additional necessary time off for bereavement leave with the approval of the employee's Department Head.

The purpose of this section is to permit employees to attend funerals or other related business. Bereavement leave must be taken within two (2) weeks of the death. If extenuating circumstances occur, exceptions may be approved by the employee's Department Head, and if the Department Head by the Mayor.

6.05 Military Leave

The City complies with all federal and state laws regarding the rights of employees and elected officials who enter active duty.

6.06 Personal Leave

The City, in its sole discretion, may grant a regular full-time or part-time employee a leave of absence without pay upon a written request provided to the Department Head outlining the basis for such leave. The leave request must be approved by the Department Head and the Administration and Personnel Committee, or the Library Board for library employees.

Unless specified by law, all unpaid leave for medical reasons shall be granted only after all available accrued sick leave credits, paid vacation and/or other compensatory time have been utilized. Any leave provided by this policy shall run concurrently with leave provided under the Wisconsin and federal Family and Medical Leave Acts.

An employee will be required to submit evidence supporting a request for leave provided under this policy. Upon completion of leave for medical reasons, a certificate from a health care provider may be required to demonstrate that the employee is fit to return to work without physical limitations which prevent the employee from performing the essential functions of the employee's job. The City may require that an employee undergo an appropriate examination to determine fitness to return to work. If the examination cannot be provided under the current group health care plan, the City will assume the cost.

Except as provided by the Wisconsin Family and Medical Leave Act, Section 103.10(3) Wisconsin Statute or the Federal Family and Medical Leave Act, an employee granted medical leave may continue to receive health insurance coverage under the City's existing plan by submitting to the Clerk, not later than the first day of each month, payment equal to the employee's total monthly premium contribution.

Holidays and other non-work days occurring during an unpaid leave of absence will be considered part of the approved period of absence and the employee will not be entitled to compensation for holidays during the period.

1. An employee on an unpaid leave of absence will not earn vacation or sick leave credits during the period of absence.
2. With the appropriate Department Head's approval, an employee may return to work before the time set for an unpaid leave of absence expires.

6.07 Maternity

All maternity leave requests will be processed and granted on the same basis as other medical leaves of absence and will be consistent with all statutory requirements. City-provided maternity leave will run concurrently with FMLA leave.

6.08 Jury Duty and Court Appearances

If an employee is summoned for jury duty, the appropriate Department Head will be notified and arrange for the employee's absence. An employee will receive the employee's regular pay for the period served as a juror. The employee should sign over the check the employee receives as jury compensation to the Clerk upon receipt.

If mileage pay is included with the check received from the court system for jury duty compensation, reimbursement for mileage can be requested by submitting an expense report to the Clerk.

Employees on call for jury duty, but not actually impaneled as jurors, are expected to report for work as City employees.

An employee making a court appearance in conjunction with duties performed as a City employee will be paid for their time. The employee shall sign over the check the employee receives for the court appearance to the Clerk upon receipt. Expenses for meals, mileage, parking, etc. should be submitted on an expense report to the Clerk for reimbursement.

An employee making a court appearance in matters unrelated to the employee's duties as a City employee, including appearance as an expert witness, will be expected to use vacation time or request an unpaid leave of absence for the purpose, but may retain any fees and expenses received for such appearance.

Employees summoned to appear in court as a result of charges related to official or personal misconduct on their part will normally be expected to use vacation or request an unpaid leave of absence for the purpose.

6.09 Blood Donation Leave

A reasonable amount of time off without loss of pay will be granted an employee who is asked or chooses to donate blood.

APPENDIX A: FMLA POLICY

The City will comply with all applicable state and federal laws concerning family and medical leave (collectively referred to as “FMLA”). This policy describes the state and federal FMLA laws and addresses certain differences between the two laws. When both laws apply, the leaves under state and federal law will run concurrently and the provisions more beneficial to the employee will apply. Medical leaves that qualify under the FMLA will also run concurrently with leaves under worker's compensation, short term disability and other laws, as applicable and as allowed by law.

To qualify for federal FMLA leave, employees must be employed by the City for a total of at least twelve (12) months and have at least 1,250 actual hours worked in the preceding 12-month period. To qualify for Wisconsin FMLA (“WFMLA”), employees must have been employed for more than 52 consecutive weeks and have worked or been paid at least 1,000 hours in the preceding 52 weeks.

Employees on FMLA leave may not engage in any other employment that is inconsistent with the reason for the employee's FMLA leave.

The City will not use the taking of FMLA leave in compliance with the law as a basis for any adverse employment decision. Employees should direct any questions regarding FMLA leave to the Clerk.

GENERAL LEAVE RIGHTS

Federal FMLA. Under the federal FMLA, eligible employees are allowed up to 12 work weeks of unpaid leave per 12-month period for the following reasons (see also Military family leave below):

- The employee’s own serious health condition that makes the employee unable to perform the functions of his or her position
- To care for the employee's spouse, child, or parent with a serious health condition
- For the birth of the employee's child, or placement of a child for adoption or foster care with the employee
- For incapacity due to pregnancy, prenatal medical care, or child birth

Wisconsin FMLA. The Wisconsin FMLA permits eligible employees to take unpaid leave for the following reasons:

- 2 weeks for the employee's own serious health condition
- 2 weeks to care for the employee's spouse, child, domestic partner, parent, or parent of a spouse or domestic partner with a serious health condition
- 6 weeks to care for the employee's child after birth or adoption.

The City will calculate the federal FMLA 12-month period on a rolling look-back period basis. Under federal FMLA, leave for birth, adoption, or foster care placement must be concluded within 12 months of the birth or placement for adoption or foster care. If both parents work for the City, the employees will share one 12 week leave for the birth or placement of a child.

The Wisconsin FMLA entitlement will run on a calendar year basis. Any leave for the birth or adoption of a child taken under WFMLA must start within 16 weeks of the birth or adoption of the child.

Military Family Leave. The federal FMLA provides for military family leave. Several provisions of this FMLA policy (including employee notice provisions and certification requirements) apply to military family leave as well.

There are two types of military family leave:

Qualifying Exigency Leave. Eligible employees with a spouse, son, daughter, or parent on covered active duty or called to covered active duty status may use their 12-week FMLA entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare or parental

care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. The 12 weeks of leave afforded for a qualifying exigency is not in addition to the general 12 weeks afforded under the federal FMLA. An employee is entitled to no more than 12 total weeks of leave for any combination of personal, family or qualifying exigency military FMLA.

Service member Care Leave. Eligible employees may take up to 26 weeks of leave during a single 12-month period to care for an ill or injured service member who is the employee’s spouse, parent, child, or “next of kin” who is a covered service member. A covered service member is a current member of the Armed Forces (including National Guard or Reserves) or a covered veteran who is undergoing medical treatment, recuperation, or therapy (or, for current members, is otherwise in outpatient status or on the temporary disability retired list) for a serious injury or illness. In the case of a current member, a “serious injury or illness” means an injury or illness that was incurred in the line of duty on active duty in the Armed forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty and that may render the service member medically unfit to perform his or her duties. In the case of a covered veteran, a “serious injury or illness” is the same as for a current member except that it must also meet any one of the following requirements: it must be (1) an injury that forms the basis for the veteran’s enrollment in the VA’s program of Comprehensive Assistance for Family Caregivers, (2) a physical or mental condition that substantially impairs the veteran’s ability to work because of disability or disabilities related to military service, or would do so absent treatment, (3) a physical or mental condition for which the veteran has received a VASRD of 50 percent or greater, and the need for military caregiver leave is related to that condition; or (4) a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member’s office, grade, rank, or rating. The 26 weeks of leave afforded for service member care is not in addition to the general 12 weeks afforded under the federal FMLA.

Married Employees. Married employees who both work for the City are limited to no more than an aggregate of 26 weeks of leave between them for military family leave.

DEFINITIONS OF “CHILD” AND “PARENT”

Under both state and federal FMLA laws, “child” means a biological, adopted or foster child, step child, or legal ward. Under federal FMLA law, “child” also includes a child for whom the employee provides day to day care and financial support. Under both state and federal FMLA laws, a “child” must either be under age 18, or be 18 years or older and unable to care for him/herself because of a mental or physical disability (federal FMLA) or serious health condition (Wisconsin FMLA). Under both state and federal laws, “parent” means biological parent, foster parent, adoptive parent, or step parent. Under federal FMLA law, “parent” includes an individual who was responsible for the day-to-day care and financial support of the employee when the employee was a child, but does not include parents of an employee’s spouse or domestic partner. Under state FMLA law, “parent” includes parents of an employee’s spouse or domestic partner.

SERIOUS HEALTH CONDITION

A serious health condition is an injury, illness, impairment or physical or mental condition that involves:

- Inpatient care 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 a qualified family member from participating in school or other daily activities. Continuing treatment by a health care provider includes:
 - (1) A period of incapacity of more than three (3) consecutive full calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen or continuing treatment under the supervision of a health care provider (time limits apply to health care provider visits) (Under the Wisconsin FMLA, the requirement for more than three (3) consecutive calendar days of incapacity does not apply.);
 - (2) Any period of incapacity due to pregnancy or prenatal care;
 - (3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;

- (4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
- (5) Any period of absence to receive multiple treatments by a health care provider or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

NOTIFICATION AND CERTIFICATION

Whenever possible, employees must give at least 30 days' written notice of the need for FMLA leave. When 30 days' notice is not possible, employees are expected to give as much written notice as is practical. Please see the Finance/HR Specialist for FMLA request forms. Normal call-in procedures must also be followed for all FMLA absences.

When requesting FMLA, employees must give sufficient information to allow the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The City may require an employee who is requesting FMLA leave to provide medical certification for the leave. Employees will have 15 days in which to provide the completed certification, except in extenuating circumstances. If an employee fails to provide adequate certification in a timely manner, the employee's leave request or continuation of leave may be delayed or denied altogether. The City may directly contact the employee's health care provider for authentication or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The City may also require clarification of an incomplete or insufficient certification. Before the City makes direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification as required by law.

The City may require a second medical opinion at its expense regarding a serious health condition from a health care provider of its choice. If the first two opinions differ, the City may obtain a third opinion at its expense from a mutually agreed upon health care provider. The third opinion shall be binding on the parties. The City may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion. Recertification and periodic reports regarding the employee's status and intent to return to work may also be required as allowed by law.

The City will inform employees who have requested leave whether they are eligible for leave, specify any additional information needed, and inform the employee of his/her rights and responsibilities. If the employee is not eligible for leave, the City will provide a reason for the ineligibility. The City will also inform eligible employees whether requested leave will or will not be designated as FMLA leave and the amount of leave that will be counted against the employee's leave entitlement.

Recertification. The City may request recertification for the serious health condition of the employee or the employee's family member as allowed by law. In seeking recertification, the City may provide the employee's health care provider with the employee's attendance records and to confirm whether the employee's absences are consistent with the employee's serious health condition.

INTERMITTENT LEAVE

An employee may take any leave covered by WFMLA as intermittent leave, provided the employee provides notice as required by the law. The last increment of intermittent leave for the birth or adoption of a child under WFMLA must begin within 16 weeks after the birth or placement for adoption of the child.

For leaves covered only by federal FMLA, an employee may take "intermittent" or "reduced schedule" leave, if medically necessary, for the employee's own serious health condition to care for a spouse, parent, son, or daughter with a serious health condition, and to care for a covered service member with a serious injury or illness. Employees

must make reasonable efforts to schedule leave for planned medical treatment so as to not unduly disrupt the City’s operations. To the extent an employee has control, medical appointments and treatments related to a serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work. For medically necessary intermittent or reduced schedule leave that is foreseeable based on planned medical treatment for the employee, a family member, or a covered service member, the City may temporarily transfer an employee taking such leave to a position with equivalent pay and benefits if the new position better accommodates the leave. Military leave due to qualifying exigencies may also be taken on an intermittent basis. Employees may not take intermittent FMLA leave for the birth, adoption, or foster placement of a child during the federal-only portion of their FMLA leave.

SUBSTITUTING PAID TIME OFF

Use of Paid Leave.

FMLA leave is unpaid leave. However, employees have the right or employers may require in certain cases, that the employee use accrued paid leave during FMLA leave. During any portion of leave covered by the WFMLA, the employee may elect to or not to use paid leave. When paid benefits are substituted for the otherwise unpaid time, the employee is using the benefits concurrently with FMLA leave, and those benefits will not be available to the employee later. When paid benefits are substituted, the employee may be required to satisfy any procedural requirements of the City’s paid leave policy (for example, advance notice to use paid leave, use of paid leave in established increments, etc.). If an employee does not meet qualifications to use paid leave, that will not affect the employee's ability to use FMLA leave if the leave qualifies as FMLA leave.

During any portion of leave that is covered by the federal FMLA only, the City may restrict the use of paid time as allowed by law.

In cases where substitution of a paid benefit is not possible, the employee will generally receive reduced compensation consistent with the number of hours the person actually works.

BENEFITS DURING LEAVE

An employee’s coverage under group health plans (i.e., group health and dental coverage) will be maintained during the period of an FMLA leave as required by the Wisconsin and federal FMLA laws and in accordance with the applicable terms of the plans.

Employees who normally pay a portion of the premium for insurance coverage must continue to do so during the period of FMLA leave, If paid leave is substituted for unpaid leave, the employee's portion of the premium will be deducted from the employee's paycheck. For those employees on unpaid leave, payment arrangements must be made prior to the start of the leave, or as soon as practicable. Premium payments must be received by the 30th of each month. A 30-day grace period will apply to premium payments. If payment is not made, the employee’s group health/dental insurance may be terminated retroactive to the date coverage was last paid for. The City will provide 15 days’ notification prior to the employee's loss of coverage.

If the City maintains an employee's insurance during an FMLA leave, and the employee does not return from FMLA leave, under certain circumstances the City will have the right to recover the total cost of the insurance premiums paid during the employee's leave, as allowed by law.

Benefit Accruals.

If an employee substitute accrued paid leave for unpaid FMLA leave in order to remain fully compensated, the employee will continue to accrue paid time off at the rate at which the employee accrued such time prior to leave. If the leave is partially paid, the employee will accrue paid time off at a prorated rate. Once the employee stops receiving pay, the employee will no longer accrue paid time off during an FMLA leave. Use of FMLA cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave. Other benefit accruals may be suspended during the period of the leave and will resume upon return to active employment. Check with the Finance/HR Specialist regarding other benefit continuation provisions.

Worker's Compensation Absences.

When an employee is absent due to a work-related illness or injury which meets the definition of a serious health condition, the absence will be counted against the employee's allotment of FMLA leave under federal law. In other words, the employee is using federal FMLA leave concurrently with the worker's compensation absence.

Early Return from Leave.

An employee who wishes to return to work earlier than originally anticipated should provide at least two days' notice of such request. A fitness for duty certification may be required.

RETURNING TO WORK AT THE END OF LEAVE

Employees who return to work from FMLA leave within the timeframes protected by the FMLA laws will be returned to their former position or, if that position is no longer available, then to an equivalent position with equivalent pay, benefits and other employment terms. If an employee wishes to return to work before his/her leave is to end, and work is available, the employee must notify the Finance/HR Specialist at least 2 days prior to the desired return date. If an employee took FMLA leave for his/her own serious health condition, a fitness for duty certification will be required before the employee may return to work. In such cases, an employee's return will be delayed until such a certification is received.

FAILURE TO RETURN TO WORK AT END OF FMLA-PROTECTED LEAVE

If an employee fails to return to work after the expiration of an FMLA-protected leave, the employee's rights under state and federal FMLA laws will no longer be in effect and the employee will be subject to immediate termination. If the employee's inability to return to work is due to the continuation, recurrence or onset of the employee's own serious health condition, or of the serious health condition of the employee's spouse, child or parent, the City will consider a request for a further unpaid leave. However, the employee must submit a written request for consideration of a further leave as soon as the employee realizes that he/she will not be able to return at the expiration of the FMLA-protected leave period. The City will consider each such request on a case by case basis. There is no guarantee that a further leave will be granted.

FAILURE TO MEET POLICY REQUIREMENTS

If the employee fails to meet the requirements of this policy for family or medical leave, the request for leave will be denied until the requirements are met.

Extension of Leave

You may submit requests for additional unpaid extensions of leave to the Finance/HR Specialist. The City reserves the right to accept or deny these requests as well as the right to request a doctor's certificate prior to granting any extension.

“Key Employees”

Certain “key employees” as defined by law may not be eligible for reinstatement to their jobs or equivalent positions following a leave if reinstatement would cause the City hardship.

APPENDIX B: ELECTRONIC COMMUNICATIONS POLICY

This policy governs the use of the City’s computers and information systems (“computer networks”) by its employees.

1. Privacy.

Any use of the City’s computer networks by an employee constitutes a waiver of any right to privacy concerning such use. This includes personal communications. The City reserves the right and may exercise the right to review, audit, intercept, and disclose all communications on City networks at any time without prior notice to employees.

2. Software.

The City has the exclusive right to install all software used on the City computer networks. The installation of any software on the City’s computer networks and workstations during work time or personal time without the City’s express approval is prohibited. The City will remove all unauthorized software from its servers or workstations. The City will monitor software use by City employees for licensing purposes and to protect against viruses and unauthorized use of the City servers or workstations by third parties. All software downloaded must be registered to and become City property. Any software or files downloaded via the Internet into the City network or workstation becomes City property.

All software must be used only in ways that are consistent with its license or copyright. No employee may use the City Internet or e-mail facilities to knowingly download or distribute pirated software or data. Violation of any software license agreements or information services contracts by the unauthorized duplication of software, files, operating instructions or reference manuals is strictly prohibited.

3. Data.

All data, whether on a server or on a workstation, is City property. Employees shall not purposefully delete or modify the work product of another City employee or customer without the City’s consent.

Some data in the City computer networks is confidential, including, but not limited to, the City’s voter records, certain police records, the City’s customer’s information and the City’s water or sewer consumption data of the City’s members’ retail customers and related analyses. The release of such City data to third parties shall be governed by applicable law and City policies concerning the release of retail customer water or sewer consumption data and related analyses, and the release of data from its data base.

4. Security and Remote Access.

The City will provide each employee with a unique password to gain access to the City computer networks. City employees will be responsible for maintaining their passwords. City employees shall change their passwords as directed and notify the City if they believe that unauthorized users have obtained password information to gain access to their user area or the City’s networks.

If the City believes that the security of the City computer networks has been compromised by an unauthorized user or otherwise, the City shall take appropriate action to disable the passwords of users, workstations, or other access points to the system that may be involved.

The City shall revoke an employee's password to the City computer networks upon termination of City employment or at any time based on information indicating the employee has engaged in conduct that could disrupt, interfere, or expose the networks to damage or to unauthorized use.

The City may install filters to block access to inappropriate Internet sites. However, the fact that access to a particular site is not blocked does not necessarily mean that it is an appropriate site.

Computers that use modems to create independent data connections may interfere with the City’s network security mechanisms and can potentially be used by a third party to compromise the City’s network security. Any computer used for independent dial-up or leased-line connections to any City computer or network must be approved by the City and must be isolated from the City’s internal networks.

5. Prevention of Computer Viruses.

Computer viruses and other debilitating programs present a major threat to the integrity of the City's information systems. Viruses are programs that infiltrate a computer environment and disrupt or damage computers, networks, program applications, and data. To prevent such problems from occurring on the City's computer networks, authorized persons will install anti-virus software on servers and workstations. Servers and workstations will be scanned for viruses on a regular basis.

All disks, flash drives, and workstation hard drives will be presumed to have viruses. Authorized users on the City's computer networks will therefore be responsible for scanning every disk or flash drive before each use to prevent the propagation of viruses on workstation hard drives, to prevent any potential disruption to the networks, or any disruption that may occur by the transmission of data or material containing a virus to third parties.

6. Monitoring Communications and Software Use.

All communications and data on the City computer networks may be public records subject to disclosure under the state open records law, with certain exceptions. All communications on and uses of the City's networks or applications of any licensed software program installed in a workstation or server during work or personal time may be monitored from time-to-time. City employees should be aware that any such communications and other uses of the networks are not private and that the City reserves the right and may exercise the right to access and disclose all messages on the City's networks at any time with or without prior notice to the employee.

7. Data Storage.

The City shall be responsible for organizing all data on the City computer networks in a manner that will allow users to readily access files and other information on the networks.

The City shall further establish procedures or protocols governing the deletion and retention of all data on the networks, including the development of record retention schedules.

While the City's responsible for disaster recovery and backup of all data on City servers, City authorized users on the computer networks are responsible for protecting data or information maintained locally at their workstation. This includes backing up data on individual workstations to ensure that data saved on individual workstations conforms to established record retention schedules and that such data is available to authorized users during the appropriate retention periods.

8. E-Mail.

The content and maintenance of the City's electronic mail and shared file storage areas are the user's responsibility. Authorized users should follow standard business etiquette in using this medium.

Like all other communications on the City computer networks, City employees should be aware that electronic mail messages sent within the City networks or on the Internet using the City's computer equipment are not private communications and that all e-mail messages are the property of the City. The City reserves the right to access, review, and disclose all e-mail messages. City employees should regard all e-mail messages as non-private communications that may be viewed by others.

Any employee assigned a City-mail address must use that address when receiving or sending any electronic communication dealing with City business.

9. Internet Access.

The Internet provides access to a wide variety of resources that can assist City employees in the performance of their jobs. The City may monitor Internet usage at workstations and remote sites and maintain a record of employee time on the Internet and sites accessed.

The services available on the Internet are provided on a fee basis or free of charge. Each system has its own rules and limitations. City employees must be aware of computer security and privacy concerns associated with the use of various systems on the Internet. Employees must also guard against computer viruses to the degree possible. Finally, employees must be aware of the costs involved in conducting research or communications on the Internet and must not incur charges for Internet usage without the City's express consent.

Only those City employees or officials who are authorized to speak to the media, to analysts or in public gatherings on behalf of the City may communicate representing the City to others using Internet or e-mail facilities. When using City equipment or networks, other employees may participate in newsgroups or other electronic forums in the course of business when relevant to their duties, but they do so as individuals speaking only for themselves. Where an individual participant is identified as a City employee or agent using City equipment or networks, or is acting in the scope of the employee's City duties, the employee must refrain from any unauthorized political advocacy and must refrain from the unauthorized endorsement or appearance of endorsement by the City. Only those employees and City officials who are authorized to speak to the media, to analysts, or in public gatherings on behalf of the City, may grant such authority to newsgroup participants.

Employees shall not reveal confidential City information, customer data, or any other materials covered by existing City confidentiality policies and procedures in internet public forums. Employees releasing protected information via the Internet or e-mail, whether or not the release is inadvertent, may be subject to disciplinary action.

10. Personal Use of Networks and Computers.

The City recognizes that employee computer use and the information resources available on the City computer networks can enhance employee knowledge of electronic information resources and can sharpen their information technology skills. Personal use of computers during non-working hours is permitted in order to enhance those skills so long as such use does not interfere with the employee's job responsibilities, the work of other City employees or members, or is used to the benefit of third parties.

At no time, however, shall the City's computer networks, workstations, or laptops be used by employees for non-City business related purposes by an employee or on behalf of a third-party. The City also reserves the right to limit personal use on a case-by-case basis, where more than incidental personal use or abuse becomes apparent to the City.

Personal use of Internet access and e-mail services is permitted during personal time provided that the accessed sites are at no cost to the City and as long as the employee agrees that any messages received or sent may be accessed, reviewed, and disclosed by the City at its discretion. An employee using City equipment on personal time must follow all guidelines set forth in this policy.

Personal time includes breaks, lunchtime, and time outside of established work hours. Employees using the resources to fulfill job responsibilities always shall have a priority over those desiring access for personal use.

All costs associated with personal use of the City's computer networks for printing information must be paid for by the employee. Employees shall reimburse the City for such costs by submitting a Personal Use form to the Clerk.

The use of storage space on servers for personal data is prohibited. Personal data may be stored on an employee's hard drive at individual workstations provided that space is available.

11. Social Networking

The City recognizes that employees may access and use internet or other social media sites.

The City recognizes that there may be legitimate business reasons to access and use social networks for work purposes. If an employee has a legitimate business need to use social networks during working time, the employee should obtain advanced approval from the employee's supervisor. Whether or not such usage is approved by the City, the following standards apply to employees' use of social networks:

- A. The City reserves the right to monitor social network use whether during work time, and outside of work hours if such use negatively impacts the City;

- B. Any social networking performed on City property or using City networks is City property and employees do not have any expectation of privacy with respect to any communications utilizing them. The City reserves the right to access and review such usage at any time;
- C. Employees shall not use social networks to disclose trade secrets and the City's confidential information or engage in unauthorized disclosure of City activities through such usage;
- D. Use of social networks during working time is prohibited except with supervisory approval. Social networks may be used for personal purposes during non-working time (breaks or lunch) and then only in such a fashion as to not impact any employee's performance of City duties and in a manner not prohibited by this policy;
- E. Employees shall not use City's email address for registration on social networking sites;
- F. Employees shall not post false or defamatory information regarding the City or any of its employees on social networks;
- G. Employees shall not use social networking sites in a manner which violates the City's harassment policy or other portions of this Electronic Communications policy;
- H. If an employee participates in social networking activities in such a manner that the employee's affiliation with the City is evident, the employee shall designate that the views expressed by the employee are the employee's private views and not the City's;
- I. An employee shall not represent, either expressly or implicitly, that the employee is a spokesperson for the City, unless authorized to do so by the City;
- K. If an employee expresses an opinion about the City's product or services or those of a City's client, the employee shall disclose that the employee is employed by the City; and
- L. Non-exempt employees may not use social networking sites for approved work-related tasks during non-working hours.

Any violations of these provisions may be grounds for discipline, up to and including termination.

12. Prohibited Activities.

City employees shall not interfere with or disrupt the City's computer networks, other networks users, services, programs, software, or equipment. Interference or disruption with the City networks, other network users, services, software, or equipment may include, but are not limited to, the following:

- A. the use of the City system and/or networks to gain unauthorized access to remote systems;
- B. the use of the City system to copy unauthorized system files or copyrighted material, such as third-party software;
- C. intentional attempts to "crash" the City network systems or programs;
- D. attempting to secure unauthorized higher level privileges on the networked systems;
- E. attempting to disable, defeat or circumvent any City firewalls, proxies, Internet address screening programs or other security systems used by the City to assure the safety and security of the City's networks;
- F. the willful or negligent introduction of computer viruses or destructive programs that could adversely affect the City networks;
- G. sharing password and password information with any other person. If a City employee does share the employee's password with another person, the employee shall be solely responsible for the actions that other person has appropriated;
- H. deleting, examining, or modifying files or work product belonging to other users without their prior consent; and,
- I. using the network or any of its authorized software for personal gain or solicitation, to harass or threaten others, to send junk mail or "for-profit" messages.

It is also against City policy for an employee to engage in the following conduct on the City networks:

- A. to access sites or display items that may be regarded as offensive, indecent, or obscene by other employees or visitors. If an employee is unintentionally connected to a site that contains sexually explicit or other offensive material, the employee must disconnect from that site immediately and report the incident to the employee's supervisor;
 - B. to use abusive or obscene language in any messages transmitted on the networks, including any internal or external e-mail messages and Internet communications;
 - C. to engage in behavior on the networks that is prohibited by the City's policy on harassment;
 - D. to engage in any other conduct that could cause congestion and disruption of the City's networks and systems;
 - E. to disseminate political advocacy information;
 - F. to engage in use that interferes with the employee's or another employee's performance of the employee's duties or which otherwise disrupts the City's operations;
 - G. to post commercial notices or other solicitations;
 - H. to engage in use which is illegal, including the violation of copyright, gambling and pornography laws; or
 - I. to engage in unauthorized accessing or attempting to access confidential information, including personnel records, medical records and financial information pertaining to the City or any of its employees.
13. Compliance with Laws.

City employees will be responsible for adhering to local, state, and federal laws in conducting their work on the City's computer networks. Any attempt to break those laws through the use of the networks may result in litigation against the offender by the proper authorities. If such an event should occur, the City will fully cooperate with the appropriate authorities to provide any information necessary to assist the relevant law enforcement authorities during the investigation process.

Copyrighted materials belonging to entities other than the City may not be transmitted by employees on the City's Internet or e-mail system. All employees obtaining access to other companies or individuals' materials must respect all copyrights and license agreements and may not copy, retrieve, modify or forward copyrighted materials, except with permission, or as a single copy for reference only. The City retains the copyright to any material created by employees in the course of their official duties, including materials posted to any forum, newsgroup or World Wide Web page by any employee in the course of the employee's duties.

APPENDIX C: DRUG FREE WORKPLACE POLICY

I. STATEMENT OF POLICY

- A. The City recognizes that the use/and or abuse of alcohol or controlled substances by employees of the City presents a serious threat to the safety and health of the employee, the employee's family, and the general public. It is the City's policy that its employees are free of drugs and alcohol in the workplace, on City time, or while representing the City.

To further this purpose and to come into compliance with the Omnibus Transportation Employee Testing Act of 1991, the City has joined the Drug Free Workplace (DFWP) Network. A drug and alcohol testing program has been implemented:

- To help reduce and avoid accidents and injuries to our employees and the public;
- To discourage substance abuse; and
- To reduce absenteeism, health care costs, and other drug and alcohol related problems.

- B. The Department of Transportation (DOT) requires alcohol and controlled substance testing of drivers who are required to have a commercial driver's license ("CDL"). These regulations include detailed procedures for using drug testing and breath alcohol testing of employees in safety-sensitive positions (employees with CDL licenses).

- C. The purpose of this policy is to establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of these substances by employees of the City. Therefore, the City has established the following alcohol misuse prevention program and anti-drug program as well as the subsequent enforcement of violations for its employees conducting safety-sensitive job functions and for all other employees as well.

- D. For the purposes of this policy, the City and the DOT strictly prohibit the use, or residual effects, or presence in one's system of alcohol and/or controlled substances in the workplace by its employees, including those who are regularly or occasionally operating a commercial motor vehicle, including mechanics and supervisors who are required to have a CDL license.

II. PROHIBITED CONDUCT

- A. The City prohibits:
 - 1. The use of alcoholic beverages or illegal controlled substances on City property, except at events covered by the appropriate permits or licenses;
 - 2. Using, possessing, dispensing, distributing, selling, receiving or being under the influence of alcohol and/or illegal controlled substances while on duty, except for sworn law enforcement officers within the scope of their authorized duties. For purposes of this policy, "under the influence" is defined as prohibited substances in one's system as determined positive by a certified laboratory and/or the DOT's alcohol level;
 - 3. Reporting for work or remaining at work while being under the influence of alcohol and/or illegal controlled substances;
 - 4. Deliberately misusing this policy in regard to subordinates; or,
 - 5. Providing false information in connection with a test or falsifying test results through tampering, contamination, adulteration, or substitution.
- B. Federal law prohibits employees whose work duties require a CDL from engaging in the following conduct:

1. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater;
2. Being on duty or operating a commercial motor vehicle while possessing alcohol, or using alcohol while performing safety-sensitive functions;

Federal Regulations include non-prescription and prescription medications containing alcohol in the substances banned from use or possession in the workplace. Employees should not report for duty while using or possessing prescription medication if such medication contains any measurable amount of alcohol.

3. Performing safety-sensitive functions within four (4) hours after using alcohol;
4. Using alcohol within eight (8) hours following an accident, if the employee was required to be tested, unless an earlier test results in a reading of less than 0.02;
5. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when using any controlled substance, unless the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle;
6. Reporting for duty, remaining on duty or performing a safety-sensitive function if the employee tests positive for controlled substances; or
7. Refusing to submit to any alcohol or drug testing required by this Policy.

C. "Safety-sensitive function" means any of the following on-duty functions:

1. All time waiting to be dispatched;
2. All time inspecting, servicing or conditioning any commercial motor vehicle;
3. All driving time, i.e., all time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle;
5. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; or
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

III. EMPLOYEE ASSISTANCE AND REHABILITATION

The goals of this policy are prevention and rehabilitation whenever possible, rather than discipline or termination. The City provides access to drug and alcohol counseling and rehabilitation for all full-time employees through programs offered by their various insurance carriers, if the employee chooses to be enrolled in the insurance program. The City will not be responsible for payment of any recommended counseling or rehabilitation other than through its insurance carriers. The City treats drug and alcohol addiction the same as other illnesses and provides for a leave of absence if required by law for treatment of drug-related or alcohol-related illnesses.

The City recognizes drug and alcohol abuse as a potential health and safety problem. Employees are encouraged to seek help in dealing with these problems. Conscientious efforts to seek help will not jeopardize any employee's job.

IV. SCOPE

1. For the purposes of this Policy, individuals subject to the Policy shall be those City employees who are covered under the City's Workers Compensation Insurance.
2. Prohibited substances are any unlawful controlled substances. A five-panel screen will be used by the City to test for the most common drugs: marijuana, cocaine, opiates (heroin, codeine, morphine, etc.), amphetamines and phencyclidine (PCP).
3. Alcohol will be tested for post-accident and for reasonable cause circumstances. Employees may submit to a Breathalyzer test or be judged solely on the basis of the subjective observations of their Department Head and at least one other witness.

V. TESTING CIRCUMSTANCES

TESTING REQUIRED	CDL EMPLOYEES	NON CDL EMPL
A. Pre-Employment	Yes	No
B. Reasonable Suspicion	Yes	Yes
C. Post-Accident/Injury	Yes	Yes
D. Random Testing	Yes	No
E. Return to Work	Yes	Yes

Refusal to take a required test will result in removal of that employee from the employee's assignment(s), which, in turn, may result in discipline up to and including discharge.

Testing may be conducted in the following situations:

- A. Pre-employment - Any individual not currently employed by the City may be required to undergo drug and alcohol testing after a conditional offer of employment has been made. A positive test or refusal to undergo the testing will result in disqualification from further consideration for employment.
- B. Reasonable Suspicion Testing - Required when a supervisor or other trained City representative has reasonable cause to believe that the actions, appearance, or conduct of an employee maybe indicative of the use of a controlled substance. These observations are only valid if made just before, just after, or during working hours. The following applies to reasonable suspicion testing:
 1. Whenever reasonably possible, the supervisor should seek a corroborating opinion from another trained supervisor or manager prior to immediately removing the employee from the job and sending the employee for drug and alcohol testing.
 2. As soon as practicable, the employee will be escorted to the collection site for drug and/or alcohol testing. The supervisor or Department Head will wait at the clinic or law enforcement center with the employee until the breath test has been completed or the urine or blood test has been taken. After the Reasonable Suspicion Determination is made, the alcohol test must be completed within eight (8) hours and the drug test must be conducted within twenty-four (24) hours or the supervisor or Department Head must complete a report explaining why.
 3. Once the alcohol testing has been completed and a positive test result has been achieved (0.02 percent or above), the employee will not be permitted to drive his/her own vehicle home. The employee must make alternative transportation arrangements in order to leave the collection site or employment site. The supervisor or Department Head may, but is neither required nor encouraged to drive the employee home under this policy.

4. If a blood alcohol or urine test has been administered, the employee will be placed on administrative leave without pay pending receipt of the test results. The employee may use accumulated vacation, compensatory time, or sick days in place of the administrative leave. In the event of a negative test, the employee will be credited with the amount of vacation, compensatory time, or sick days used. Police Officers will be placed on administrative leave with pay pending a hearing. To process these tests usually takes twenty-four (24) to forty-eight (48) hours. The Clerk will contact the employee or employer once the results are known.
5. Once the test has been completed and the employee has been sent home, the supervisor or Department Head must submit a written report to the Finance/HR Specialist outlining, in detail, the event and the behavior observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report must be done within twenty-four (24) hours of the testing. This report will assist the Department Head or supervisor and the Mayor in assessing the appropriate discipline to be considered.
6. The test results will be sent directly to the Finance/HR Specialist. The Finance/HR Specialist will then meet with the employee's supervisor and/or Department Head to determine the appropriate course of action to be taken in accordance with the progressive discipline outlined in this policy. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a supervisor or Department Head must not discuss the suspected reason for a referral or discipline action with anyone who does not need to know.

In the event that the employee undergoing the testing is the Finance/HR Specialist, all reports and test results will be submitted to the Mayor.

- C. Post-Accident/Injury - Employees subject to post-accident testing shall remain readily available for such testing or may be deemed by the City as having refused to submit to testing. The alcohol breath test must be administered as soon as possible, but no later than eight (8) hours following the accident. The drug test must be administered within thirty-two (32) hours of the accident. If these criteria are not met, the supervisor or Department Head will complete a report explaining why and submit it to the Finance/HR Specialist.

As soon as practicable following an accident involving a City vehicle, the City shall test the employee driver for alcohol and controlled substances in the following situations:

1. The accident involved the loss of human life; or
2. The employee received a citation for a moving traffic violation, and
 - (a) Bodily injury is incurred requiring a person to immediately receive medical attention away from the scene of the accident; or
 - (b) One or more motor vehicles incur disabling damage as a result of the accident and have to be towed away from the scene.

As soon as practicable following any accident involving lost time from work or requiring medical treatment away from the scene of the accident, the City shall test the employee for alcohol and/or controlled substances.

- D. Random Testing – This is required by DOT of any employee holding a CDL license. Random alcohol and drug testing will be conducted just before, during, or just after an employee's performance of safety sensitive duties. The employee will be randomly selected for testing from the "pool" of employees subject to testing. The testing dates and times are unannounced and will occur with unpredictable frequency throughout the year.

Fifty percent (50%) of the average number of safety sensitive positions shall be tested on an annual basis. The City reserves the right to increase or decrease the minimum annual percentage for random testing based on the Federal Regulations implementing drug and alcohol testing in the transportation industry.

The random selection of employees shall be arranged by the Drug Free Workplace Network. Under this selection process, each employee will have an equal chance of being tested each time selections are made. As a result, some employees may be tested more than once each year, while other employees may not be tested at all.

- E. Return to Work/Follow-up Testing - Employees who have tested positive and have been placed on administrative leave will undergo Return to Work alcohol and/or controlled substance testing. The result must be an alcohol concentration of less than 0.02 and a verified negative result for controlled substance use. The employee will also have to be evaluated by the City’s Employee Assistance Program provided through the Drug Free Workplace Network to determine the Employee’s fitness for duty.

Following a determination by a substance abuse professional that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the employee will be given at least six (6) unannounced random tests during the twelve (12) month period after returning to duty. There will also be the possibility of follow-up testing for up to sixty (60) months after the employee returns to duty.

VI. TESTING PROCEDURES

- A. Alcohol Testing - Employees will be required to submit to breath testing using an approved evidential breath testing (EBT) device. A state-certified breath alcohol technician (BAT) will administer an initial screening test. If the employee tests positive for alcohol, then the BAT will conduct a confirmation test. The City will take action based only upon the positive results of the confirmation test, 0.02 percent or greater. All procedures and steps used in conducting both the initial and confirmation tests will be performed in conformance with the federal law and federal regulations.
- B. Testing for Controlled Substances - The City has established its anti-drug program through its Drug Free Workplace Policy which strictly prohibits the unlawful manufacture, distribution, dispensing, possession, unauthorized use or being under the influence of a controlled substance in the workplace. Any abnormal conduct that may create a reasonable suspicion that an employee is under the influence of a controlled substance is addressed in the “Reasonable Suspicion Testing” section described previously in this Policy.

1. For purposes of this Policy and the Federal Regulations, the City will utilize a 5-panel drug screen consisting of the following drugs:

- Tetrahydrocannabinol (Marijuana Drug)
- Cocaine
- Amphetamines
- Opiates (including Heroin)
- Phencyclidine

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

- 2. Results of a Positive Test - Any employee who tests positive for controlled substances is subject to discipline, up to and including discharge. As with an alcohol misuse violation, the City is required to act upon a positive drug test result in the following manner:
 - a) Remove the employee from the workplace. This removal will only take place after the employee has been allowed to meet or speak with a Medical Review Officer (when necessary) in order to determine that the positive drug test did not result from the authorized use of a controlled substance;
 - b) Refer the employee for assessment of a drug problem and a determination of whether participation in a treatment program is necessary;
 - c) Obtain verification from a substance abuse professional or a Medical Review Officer that the employee has complied with any required rehabilitation or treatment program and is fit to return to work; and
 - d) The Employee must have a negative result on a return-to-work drug test. Follow-up periodic, unannounced testing to monitor the employee's continued abstinence from drug use will be required if the employee is determined as needing rehabilitation as specified by a substance abuse professional. The employee will subsequently be given at least six (6) periodic, unannounced tests during the next year with the possibility of follow-up testing for up to sixty (60) months.

VII. PRESCRIPTION DRUGS

Before performing work-related duties, employees must notify their supervisor or Department Head if they are taking any legally prescribed medication, therapeutic drug, or any non-prescription drug.

It is the responsibility of the employee to inform the employee's physician of the type of work the employee performs in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of City equipment. The employee must provide the City with documentation from a physician pursuant to the above indicating that the employee can safely perform the job duties while taking the prescribed medication.

As required by the Federal law, any employee who uses or possesses medication containing alcohol while on duty or who tests positive for alcohol while on duty will be removed from the employee's position and will be subject to the provisions of this policy even though the reason for the positive alcohol test is the fact that the employee's prescription medication contains alcohol.

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

VIII. CONFIDENTIALITY OF RECORDS

The City respects the confidentiality and privacy rights of all of its employees. The results of any test administered under this policy and the identity of any employee participating in the City's Employee Assistance Program through the Drug Free Workplace Network or other assessment or treatment program will not be revealed to anyone except as required by law and within the organization only on a need-to-know basis. The City will release an employee's records as directed by the express written consent of the employee authorizing release to an identified person. In addition, the City will advise any lab or agency used to conduct testing under this Policy to maintain the confidentiality of employee test records, except that:

- The Medical Review Officer will disclose information related to a positive drug or alcohol test of an employee to the City;

- The City may disclose this information to the employee or to the decision-maker in a lawsuit, or other proceeding by or on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test;
- The City may disclose the information as required by law including court orders and subpoenas and Wisconsin open records procedure; or
- The City may disclose the information upon the written consent and authorization of the tested employee.

All records related to drug and alcohol tests of individual employees will be maintained in individual files separate from the employee's personnel file. These records will be stored in a file in a locked City cabinet. Access will only be allowed to those City employees on a need-to-know basis.

Any employee having questions with respect to the scope of this policy and its contents may contact the Finance/HR Specialist.

IX. DRUG FREE WORKPLACE ACT OF 1988 COMPLIANCE

It is the City's policy to provide a drug-free workplace for all of its employees. The City requires that employees neither use, nor be under the influence of, drugs, intoxicants, alcohol, narcotics or any other controlled substance(s) and that a zero tolerance standard shall prevail in the workplace. The City recognizes the importance of maintaining a safe, efficient and healthful workplace, as well as the social responsibility to provide assistance to its employees to the extent possible. Therefore, employees are expected to report to work free from any alcohol or controlled substances that could inhibit their ability to perform their duties.

X. REPORTING OF DRUG CONVICTION

As required by the Drug Free Workplace Act, Public Law 100-690, Title V, Subtitle D, all City employees are put on notice that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, alcohol or drug paraphernalia is strictly prohibited in the workplace. Furthermore, this law makes it a condition of employment that all City employees abide by the Drug and Alcohol Free Workplace Policy and notify the City (the immediate supervisor, the Department Head, or Mayor) of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Within ten (10) days of receiving such notice of conviction, the City will notify any appropriate federal contracting or granting agency as required by law. Within thirty (30) days of notice of a workplace drug conviction, the City will, at its discretion, take the following action: (1) require the employee to satisfactorily participate in a Drug of Alcohol Assistance or Rehabilitation Program that is approved by the City; or (2) take appropriate personnel action.

An employee's failure to abide by the terms of the above paragraph will result in disciplinary action up to and including termination of employment. The actual action taken will be based upon the seriousness of the offense, the employee's past employment record, and the employee's willingness to participate in drug or alcohol abuse assistance or rehabilitation.

XI. PREVENTION AND REHABILITATION

Employees needing help in dealing with alcohol or drug issues are encouraged to use the Employee Assistance Program and health insurance plans as appropriate. Employees may contact the Finance/HR Specialist for additional information. Conscientious efforts to seek such help will not jeopardize any employee's job and contacts with the EAP initiated only by the employee will not be known nor noted in any personnel record as long as commenced prior to a drug test.

XII. LEAVE OF ABSENCE PRIOR TO TESTING

An employee may be permitted to take a leave of absence for the purpose of undergoing treatment pursuant to a Drug and Alcohol Assistance or Rehabilitation Program approved by the City for drug and alcohol addiction. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

APPENDIX D: GRIEVANCE POLICY

The City as established this Grievance Policy (“Policy”) for employees to utilize for matters concerning discipline, termination, or workplace safety. The City prefers that employees and management interact in a reasonable manner for purposes of resolving employment issues prior to engaging this Policy.

This Policy is intended to comply with § 66.0509, Wis. Stats., and does not apply to sworn law enforcement officers, fire fighters and employees whose wages, hours and terms and conditions of employment are governed by a collective bargaining agreement under the Municipal Employment Relations Act or by Wis. Stat. § 62.13(5). In addition, employment disputes that are covered by state or federal statutes and administrative enforcement mechanisms are not covered by this Policy.

This Policy does not create a contract of employment. City employees are employed at-will and may resign or may be terminated with or without reason, subject to applicable law.

A. Definitions

“Termination” means a separation from employment by the City for disciplinary or quality of performance reasons. “Termination” does not include layoff, failure to be recalled from layoff, furlough or reduction in workforce, job transfer, non-disciplinary demotion, reduction or position elimination based on failure to meet qualifications, resignation, voluntary quit, abandonment, retirement, nonrenewal of contract, death, separation as a result of physical or mental inability to perform the essential functions of the job, action taken pursuant to an ordinance created under § 19.59(1m), Stats., or the end or completion of temporary employment, seasonal employment, contract employment, or assignment.

“Employee discipline” means an employment action which results in disciplinary suspension, without pay, disciplinary termination, or disciplinary demotion. “Employee discipline” does not include oral reprimands or warnings, written reprimands or warnings, performance improvement plans, performance evaluations or reviews, documentation of employee acts or omissions, administrative leave or suspension with pay, non-disciplinary wage, benefit or salary adjustments, changes in assignment, action taken pursuant to an ordinance created under § 19.59(1m), Stats., or other non-material employment actions.

“Employee” shall not include employees subject to a collective bargaining agreement addressing employee discipline, termination and workplace safety, statutorily appointed individuals identified specifically in statute as serving at the pleasure of an appointing authority, elected officials, independent contractors, and those employees or officials whose employment status is regulated by the charter ordinance or individual contract.

“Workplace safety” shall be narrowly construed and not construed to include basic conditions of employment unrelated to physical health and safety. “Workplace Safety” means conditions of employment related to the physical health and safety of employees, as long as such conditions are not enforceable under state or federal law, and includes safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk. “Workplace safety” does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, sick, family or medical leave, work schedules, breaks, termination, vacation, performance reviews, and compensation.

B. Process

1. Written Grievance Submission. The employee must file a Grievance within seven (7) calendar days of the termination, employee discipline or actual or reasonable knowledge of the workplace safety issue. The Grievance must be in writing and must be filed with the Mayor. The Grievance shall contain:
 - a. a clear and concise statement of the relevant facts and dates;
 - b. the identities of people with material knowledge;
 - c. relevant documentation;
 - d. steps taken to informally resolve the dispute and the results of those discussions;
 - e. rationale supporting the Grievance; and,

f. the remedy that should be issued.

A Grievance alleging a workplace safety issue shall also identify the workplace rules allegedly violated, if applicable.

2. Administrative Response. The Mayor shall review the grievance and provide Grievant with a written response within fourteen (14) calendar days of receipt of the written Grievance. The written response shall contain a statement of the basis for the decision to sustain or deny the Grievance, and, if denied, the deadline for the Grievant to appeal the Grievance to an Impartial Hearing Officer.
3. Impartial Hearing. The Mayor’s decision shall be final unless the Grievant files a written appeal requesting a hearing before an Impartial Hearing Officer. The written appeal shall be filed with the Clerk within seven (7) calendar days of receipt of the Administrative Response. The hearing shall take place within a reasonable time, but in no case more than twenty-eight (28) calendar days from the filing of the written appeal. The Impartial Hearing Officer shall file a written decision within fourteen (14) calendar days of the close of the hearing.
4. Appeal for Review. The non-prevailing party may file a written request for review by the Common Council within seven (7) calendar days of receipt of the Impartial Hearing Officer’s written response.
5. Decision of the Governmental Body. The Common Council shall issue its written decision on the Grievance within twenty-eight (28) calendar days of receipt of the appeal.
6. Time Deadlines. No grievance shall be advanced if not filed or appealed within the System’s time deadlines. The parties may mutually agree to extend any time deadline, which extension shall not be precedential.
7. Meetings/Hearings. Any meeting or hearing held under this System shall be during off-duty hours unless specifically agreed to by the City.

C. Hearing

1. Selection of Hearing Officer. Following receipt of the Appeal for Review, the City shall select an Impartial Hearing Officer, who shall not be a City employee.
2. Representation. The Grievant shall have the right to representation during the Grievance Procedure at the Grievant’s expense. The representative shall not be a material witness to the dispute.
3. Nature of the Hearing. The Impartial Hearing Examiner will determine the scope of the hearing based upon the nature of the Grievance so as to provide the Grievant with an appropriate level of procedural due process. Thus:
 - a. The hearing may consist of testimony (not under oath) from witnesses with the opportunity for questioning by all parties and the Impartial Hearing Examiner, informal presentation by the City and the Grievant, or submission on paper record. The Impartial Hearing Examiner shall advise the parties of the manner in which the hearing will be held within seven (7) calendar days of appointment;
 - b. The Grievant shall have the burden of proof;
 - c. The hearing shall not be subject to the rules of evidence; however, depending on the nature of the hearing, a material fact may not be supported solely by hearsay evidence;
 - d. The parties are not entitled to discovery; and,
 - e. The Impartial Hearing Examiner may compel witnesses as permitted under §788.06(2), Stats.
4. Record of Proceedings. The Impartial Hearing Officer shall conduct the proceedings and make a record of the proceedings. Following the issuance of the decision, the record shall be provided to the Clerk or their designee for preservation for a period of at least seven (7) years. The record shall

consist of the Grievance, the Administrative Response, a recording (written or audio) of any testimony or statements from the parties and witnesses, and any documents received into the record by the Impartial Hearing Examiner.

- 5. Hearing Costs. Costs involved in the hearing, included any fees charged by the Impartial Hearing Examiner, shall be borne by the City with the exception that the City is not responsible for any costs incurred by the Grievant for representation or consultation and production of evidence at the Impartial Hearing (including fees to compel witnesses and photocopying expenses).
- 6. Written Decision. After the close of the hearing, the Impartial Hearing Officer shall issue a written decision. The Impartial Hearing Office shall uphold the Administrative Decision unless the Grievant has proven that the Administrative Decision was arbitrary or capricious, which means an action which is so unreasonable as to be without rational basis.
- 7. Powers of the Hearing Officer. The Impartial Hearing Officer shall have the power to issue a Written Response to the Grievance as set forth on Paragraph 6. The Impartial Hearing Officer shall have no power to issue any remedy, but the Impartial Hearing Officer may recommend a remedy. Remedial authority shall be subject to the determination and approval of the Common Council, and shall be addressed by the Common Council in the event the Grievance is sustained.

D. Appeal

- 1. Written Appeal. The Notice of Appeal shall be in writing and contain a statement explaining the reasons for the appeal and a copy of the Grievance, the City’s response to the Grievance, the record of the hearing as defined in paragraph C.4., above, and the Impartial Hearing Officer’s Written Decision. The Notice of Appeal may not include information that was not presented at the hearing. The request shall be filed with the Clerk and with a copy to the prevailing party.
- 2. Review. The Common Council shall review the materials submitted under paragraph D.1. and the Impartial Hearing Officer’s decision may be reversed or modified if the decision was:
 - 1. In excess of the City’s statutory authority or jurisdiction;
 - 2. Based upon improper application or interpretation of City policies or handbook provisions;
 - 3. Unsupported by relevant evidence to support the conclusion or is otherwise erroneous;
 - 4. Arbitrary and capricious;
 - 5. The result of an inappropriate application of the standard of review by the Impartial Hearing Officer; or,
 - 6. In contravention of public policy considerations.

In the event the Common Council sustains the Grievance, the Common Council shall determine an appropriate remedy for the Grievant.

In the event the Common Council does not sustain the Impartial Hearing Officer’s decision, the Common Council may render a new decision and remedy, or request the Impartial Hearing Officer to take further evidence and issue a revised decision and recommendation.

Any review by the Common Council shall be subject to Wisconsin’s Open Meetings Law, in particular its review and deliberation shall be in closed session pursuant to § 19.85(1)(a), Stats. The Common Council vote on the grievance shall be in open session.

- 3. Decision. All decisions of the Common Council involving the Grievance shall be by simple majority vote of those members present and voting, reduced to writing and filed with the Clerk within seven (7) calendar days of the date of the final decision. A copy of the final decision shall be delivered to the Grievant. The Common Council's decision is final and is not subject to appeal.

**CITY OF DODGEVILLE RESOLUTION 2024-02
RESOLUTION AUTHORIZING THE SALE AND CONVEYANCE OF REAL ESTATE**

WHEREAS, the City of Dodgeville, Iowa County, Wisconsin, has determined it to be in the best interest of the City to sell and convey certain real estate to Northeast Acres Rentals LLC, for residential development; and

WHEREAS, the Common Council has the authority under Wis. Stat. § 62.22(1) to sell and convey real estate for any public purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DODGEVILLE, IOWA COUNTY, WISCONSIN, AS FOLLOWS:

1. The Common Council hereby authorizes and approves the sale and conveyance of the hereinafter-described real estate to Northeast Acres Rentals LLC on the terms and conditions set out in the WB-13 Vacant Land Offer to Purchase dated March 19, 2024 between the City and Northeast Acres Rentals LLC:

Lots Eight (8), Nine (9), Ten (10), Eighteen (18), Nineteen (19), and Twenty (20), Northeast Acres, City of Dodgeville, Iowa County, Wisconsin.

2. The Mayor and City Clerk shall be and hereby are authorized and directed to execute any and all documents necessary to carry out the terms of this transaction.

Adopted and approved this 19th day of March, 2024.

Todd D. Novak, Mayor

ATTEST:

Lauree Aulik, City Clerk

It was moved by _____ and seconded by _____
_____ that the foregoing resolution be adopted.

Upon roll call vote, the following voted Aye: _____

The following voted No: _____

The Mayor declared the resolution adopted.

WB-13 VACANT LAND OFFER TO PURCHASE

4 ~~LICENSEE DRAFTING THIS OFFER ON~~ March 12, 2024 ~~[DATE] IS (AGENT OF BUYER)~~
5 ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

6 The Buyer, Northeast Acres Rentals LLC, a Wisconsin limited liability company
7 offers to purchase the Property known as Lots 8, 9, 10, 18, 19, and 20 of Plat of Northeast Acres (PINs 216-1541.08, 216-1541.09,
8 216-1541.10, 216-1541.18, 216-1541.19, & 216-1541.20)

9 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-658, or attach
10 as an addendum per line 680] in the City of Dodgeville, County
11 of Iowa Wisconsin, on the following terms:

12 **PURCHASE PRICE** The purchase price is One Hundred Fifty Thousand
13 Dollars (\$ 150,000).

14 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
15 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A

16 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
17 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

18 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
19 lines 12-13) and the following: N/A

20 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
21 and will continue to be owned by the lessor.**

22 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
23 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
24 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
25 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
26 and docks/piers on permanent foundations.

27 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-658 or in
28 an addendum per line 680.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
30 on or before March 30, 2024.

31 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
34 copies of the Offer.

35 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
36 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

37 **CLOSING** This transaction is to be closed on a mutually agreeable date no later than 35 days after acceptance

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
43 transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ N/A accompanies this Offer.
46 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 2,000 will be mailed, or commercially, electronically
48 or personally delivered within 3 business days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as Local Title Company,
50 1112 N. Iowa St., Dodgeville, WI 53533) **STRIKE THOSE NOT APPLICABLE**
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
54 disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accept
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except: N/A

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
 - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
 - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
 - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
 - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
 - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 ~~soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine~~
117 ~~hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission~~
118 ~~lines located on but not directly serving the Property.~~
- 119 ~~g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic~~
120 ~~substances on neighboring properties.~~
- 121 ~~h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the~~
122 ~~Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or~~
123 ~~atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but~~
124 ~~that are not closed or abandoned according to applicable regulations.~~
- 125 ~~i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic~~
126 ~~system serving the Property not closed or abandoned according to applicable regulations.~~
- 127 ~~j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or~~
128 ~~combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel~~
129 ~~storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may~~
130 ~~include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;~~
131 ~~corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department~~
132 ~~of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use~~
133 ~~or not. Department regulations may require closure or removal of unused tanks.)~~
- 134 ~~k. Existing or abandoned manure storage facilities located on the property.~~
- 135 ~~l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;~~
136 ~~remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special~~
137 ~~purpose district, such as a drainage district, that has authority to impose assessments on the Property.~~
- 138 ~~m. Proposed, planned, or commenced public improvements or public construction projects that may result in special~~
139 ~~assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division~~
140 ~~involving the Property without required state or local permits.~~
- 141 ~~n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit~~
142 ~~and there are common areas associated with the Property that are co-owned with others.~~
- 143 ~~o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,~~
144 ~~wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan~~
145 ~~required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that~~
146 ~~obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the~~
147 ~~county.~~
- 148 ~~p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning~~
149 ~~ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation~~
150 ~~easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated~~
151 ~~with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization~~
152 ~~to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or~~
153 ~~education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-~~
154 ~~way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements~~
155 ~~other than recorded utility easements.~~
- 156 ~~q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment~~
157 ~~conversion charge; or payment of a use-value assessment conversion charge has been deferred.~~
- 158 ~~r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop~~
159 ~~Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.~~
- 160 ~~s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will~~
161 ~~be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or~~
162 ~~similar group of which the Property owner is a member.~~
- 163 ~~t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint~~
164 ~~driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but~~
165 ~~partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,~~
166 ~~driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of~~
167 ~~the Property or to the use of the Property such as a joint driveway, liens, and licenses.~~
- 168 ~~u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an~~
169 ~~existing condition.~~
- 170 ~~v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting~~
171 ~~riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.~~
- 172 ~~w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.~~
- 173 ~~x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.~~
- 174 ~~y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or~~
175 ~~shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.~~
- 176 ~~z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other~~
177 ~~Defect or material condition.~~

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites of
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 680).

242 Buyer should review any plans for development or use changes to determine what issues should be added
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____
252 _____

253 _____ [insert proposed use
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**
266 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____.

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____
274 _____.

275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**
277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____.

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____.

294 _____ **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer d
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loans

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-658 or in an add
 364 per line 680. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
 368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
 369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
 373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
 374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
 375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
 380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or,

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
 384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
 386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
 387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
 389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
 390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
 392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
 393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
 394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
 402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
 404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
 406 the time of verification, sufficient funds to close; or

407 (2) _____
 408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
 410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
 411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
 412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
 413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
 414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
 416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
 418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
 420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
 421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
 424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appra

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amended purchase agreement
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

- 429 (1) Seller does not have the right to cure; or
- 430 (2) Seller has the right to cure but:
 - 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**
 435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
 436 Buyer's property located at _____
 437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
 438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
 439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
 440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
 441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
 443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
 444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of _____
 447 _____ (name other contingencies, if any); and
- 448 (3) Any of the following checked below:
 - 449 Proof of bridge loan financing.
 - 450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
 451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____
 453 _____
 454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
 456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
 457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
 458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
 459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
 460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
 461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
 463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
 464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~BUYER~~ ("Buyer" if neither is
 465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
 468 association assessments, fuel and no others _____.

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
 470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:

- 472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
 474 APPLIES IF NO BOX IS CHECKED.
- 475 Current assessment times current mill rate (current means as of the date of closing).
- 476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478 _____
 479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be
 480 substantially different than the amount used for proration especially in transactions involving new construction,
 481 extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local
 482 assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing.
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (~~trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as~~
491 ~~provided herein~~), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and items disclosed in the title commitment as to which
495 Buyer has not objected or has waived its objections pursuant to lines 516-523

496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within 5 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have 10 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) **STRIKE ONE** lease(s), if any, are there are no leases that will extend beyond closing

537 _____
538 _____. Insert additional terms, if any, at lines 650-658 or attach as an addendum per line 680.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 650-658 or in an addendum attached per line 680, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

602 (1) sue for specific performance; or

603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** Lien 489: Seller shall convey the Property by quit claim deed
651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____

659 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
660 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
661 662-677.

662 **(1) Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
663 line 664 or 665.

Property Address: Lots 8, 9, 10, 18, 19, and 20 of Northeast Acres, City of Dodgeville, Iowa County, WI

664 Name of Seller's recipient for delivery, if any: Mayor Todd D. Novak

665 Name of Buyer's recipient for delivery, if any: Joshua D. Fowler

666 (2) Fax: fax transmission of the document or written notice to the following number:

667 Seller: () Buyer: ()

668 (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 673 or 674.

671 (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

673 Address for Seller: City of Dodgeville, Attn: City Clerk, 100 E. Fountain Street, Dodgeville, WI 53533

674 Address for Buyer: 4949 County Road YZ, Dodgeville, WI 53533-8981

675 (5) Email: electronically transmitting the document or written notice to the email address.

676 Email Address for Seller: toddnovak@ci.dodgeville.wi.us

677 Email Address for Buyer: josh@midwestroofingpros.com

678 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

680 **ADDENDA:** The attached Addendum A and Addendum C is/are made part of this Offer.

681 This Offer was drafted by [Licensee and Firm] Atty. Julia K. Potter on behalf of Seller

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

694 (x) Buyer's Signature ▲ Print Name Here ▶ Northeast Acres Rentals LLC by Joshua D. Fowler, sole member Date ▲

696 (x) Buyer's Signature ▲ Print Name Here ▶ Date ▲

698 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

702 (x) Seller's Signature ▲ Print Name Here ▶ City of Dodgeville by Todd D. Novak, Mayor Date ▲

704 (x) Seller's Signature ▲ Print Name Here ▶ City of Dodgeville by Lauree Aulik, City Clerk Date ▲

706 This Offer was presented to Seller by [Licensee and Firm] on at a.m./p.m.

708 This Offer is rejected This Offer is countered [See attached counter] Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Addendum A

To Vacant Land Offer to Purchase – Lots 8, 9, 10, 18, 19, and 20 of Northeast Acres

This Addendum A is hereby made part of the WB-13 Vacant Land Offer to Purchase between Northeast Acres Rentals (“**Buyer**”) and the City of Dodgeville (“**Seller**”) dated March 12, 2024 (the “**Offer**”). In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the WB-13 form, the terms of this Addendum shall control.

1. As-Is. Buyer will accept the Property at closing AS-IS, WHERE-IS, AND WITH ALL FAULTS. Buyer also accepts the Property subject to the following specific disclaimers and agreements:
 - a. Tort Liability. Seller hereby disclaims any duty to make any representation or warranty to Buyer, whether at common law, under Wis. Stat. Ch. 709, under Wis. Stat. § 100.18, or otherwise. Seller hereby disclaims any representation or warranty made before the time that Buyer signs this agreement, whether oral or written, express or implied, under any lease or otherwise, including, without limitation, any implied warranty of habitability, marketability, or fitness for a particular purpose.
 - b. Buyer’s Duty. Buyer accepts the duty to inspect and investigate the Property and agrees not to rely on any representation or warranty made by Seller or its employees or agents—past, present, or future. Rather, Buyer will rely solely on its own inspections of the Property. Buyer agrees to take the risk that Seller or its employees or agents may have knowledge of the Property that may have affected Buyer’s decision to enter into this contract. Buyer agrees that no statement made by Seller or its employees or agents after the time that Buyer signs this agreement is binding against Seller unless made in writing, executed, and duly authorized.
2. Commission. Neither Buyer nor Seller has engaged a real estate agent or broker with respect to the sale of the Property. Seller shall pay no commission for the sale of the Property.
3. Developer’s Agreement. At closing, Buyer and Seller will enter into a Developer’s Agreement with respect to the Property in the form attached as Addendum B, which shall be recorded with the Iowa County Register of Deeds at Buyer’s expense immediately following the recording of the deed conveying the Property to Buyer.
4. No Waiver. Nothing contained in this Offer is intended to be a waiver or estoppel of Seller or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained within Wis. Stat. §§ 893.80, 895.52, and 345.06. To the extent that indemnification is available and enforceable against Seller, neither Seller nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

5. Preservation of City Discretion. Nothing in this Offer shall be construed to waive any obligation or requirement of Seller to obtain all necessary permits, licenses, and approvals in connection with any use or development of the Property, nor limit or affect in any way the right or authority of Seller to approve, disapprove, or impose reasonable conditions on any such permit, license, or approval.
6. Counterparts. The Offer may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and/or PDF electronic format signatures shall have the same force and effect as original ink signatures.
7. Council Approval Contingency. The City's obligations under the Offer are contingent upon the Common Council of the City of Dodgeville approving the Offer no later than 30 days from the Effective Date. If such approval has not been obtained within 30 days, the Offer shall be null and void.

Addendum drafted by:
Attorney Julia K. Potter
Boardman & Clark LLP

Addendum B

To Vacant Land Offer to Purchase – Lots 8, 9, 10, 18, 19, and 20 of Northeast Acres

DEVELOPER’S AGREEMENT

This Developer’s Agreement (“**Agreement**”) is entered into by and between the City of Dodgeville, a Wisconsin municipal corporation, (the “**City**”) and Northeast Acres Rentals LLC, a Wisconsin limited liability company (the “**Buyer**”);

WHEREAS, the City is the owner of six parcels of land within the Plat of Northeast Acres located within Tax Increment District No. 3 in the City of Dodgeville, Iowa County, Wisconsin, more particularly described on *Exhibit A* (collectively, the “**Property**” and each parcel, a “**Lot**”);

WHEREAS, Buyer wishes to purchase the Property for the purpose of constructing one two-family dwelling (“**Duplex**”) on each Lot;

WHEREAS, Buyer would not purchase the Property or undertake such construction without the availability of tax increment financing, as provided below;

WHEREAS, the City has an interest in the timely construction of the Project (as defined below) on the Property and the timely construction of the Project is an integral condition to the sale of the Property;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Sale of Property.** The City shall sell the Property to Buyer for \$150,000 on the terms and conditions set out in the Offer to Purchase dated March 12, 2024 (“**Offer**”) and this Agreement.
2. **Buyer’s Development Obligations.**
 - a. Buyer shall construct one Duplex on each of the six Lots with a total assessed value (improvements only, not including land value) of no less than \$250,000 for each Duplex (collectively, the “**Project**”).
 - b. Buyer shall complete construction of the Duplexes on the following schedule:
 - i. The Duplexes on Lots 18, 19, and 20 shall be completed within two years from the date Buyer closes on the purchase of the Property.
 - ii. The Duplexes on Lots 8, 9, and 10 shall be completed within four years from the date Buyer closes on the purchase of the Property.

Time is of the essence with respect to the deadlines set out in this Section 2.

RETURN TO:
 Atty. Eric Hagen
 Boardman & Clark LLP
 PO Box 87
 Fennimore, WI 53809-0087

P.I.N.
See Exhibit A

3. **Development Incentive; Method of Payment.**

- a. Buyer shall be eligible for a maximum of \$30,000 in TIF cash grants from the City in exchange for completion of Buyer’s development obligations under Section 2. The City shall provide Buyer with a TIF cash grant payment in the amount of \$5,000 for each Duplex constructed by Buyer on the Property, provided the Duplex meets the minimum assessed value requirement set out in Section 2.a and is completed within the deadline set out in Section 2.b.
- b. Buyer shall notify the City in writing when it has completed construction of each Duplex and shall provide the City Assessor with access to the Property during reasonable hours acceptable to Buyer for purposes of confirming the value of the improvements. Buyer shall have the right to be present during the inspection. The City shall pay the cash grant payment to Buyer in a single installment within 60 days of confirming that the Duplex meets the minimum assessed value requirement set out in Section 2.a and was completed within the deadline set out in Section 2.b.

4. **Guaranteed Improvement Value.**

- a. Buyer guarantees to the City that the improvements on the Property shall have a total assessed value of at least \$750,000 as of January 1, 2027 and January 1, 2028, and shall have a total assessed value of at least \$1,500,000 as of January 1, 2029 and on each successive January 1 until the date Tax Increment District No. 3 closes. The period commencing on January 1, 2027 and ending on the date Tax Increment District No. 3 closes is the “**Value Guarantee Period.**”
- b. For each year during the Value Guarantee Period in which the assessed value of the improvements on the Property is not at least the amount set out in Section 4.a, Buyer shall make a payment in lieu of taxes (“**PILOT**”) to the City, in addition to payment of the property taxes actually billed by the City. The PILOT shall be equal to the difference between the value guaranteed in Section 4.a and the actual assessed value of the improvements on the Property on which the property tax for that year was calculated, multiplied by the applicable tax rate for the year. The PILOT shall be due on March 15th of the year in which regular property tax payments are due and past-due amounts shall accrue interest at the lesser of twelve percent per annum or the maximum rate permissible by law. As an example, if on January 1, 2027 the improvements on the Property are assessed at \$740,000, a PILOT equal to \$10,000 times the tax rate for 2027 would be due to the City on March 15, 2028.
- c. The PILOT obligation continues even if the Property or Buyer become exempt from the payment of property taxes, or if the Buyer successfully challenges the assessment of the Property in court and has the assessment reduced. If Buyer fails to make any PILOT when due, Buyer consents that any unpaid amount shall be a special charge imposed upon the Property pursuant to Wis. Stat. § 66.0627 and § 74.01(4) and waives on behalf of itself and its successors and assigns any right to notice and hearing in connection with such charge.

5. **Insurance; Reconstruction.** Following completion of construction of the first Duplex and throughout the term of this Agreement, Buyer shall keep all improvements on the Property adequately insured against loss or damage occasioned by fire and extended coverage perils (to specifically include damage coverage for wind storm, hail storm, and similar natural disaster hazards as the City may reasonably require). In the event any improvements on the Property are damaged or destroyed, Buyer agrees to promptly repair or rebuild the same to the extent of the insurance proceeds in order to maintain the value of the Project at the same level as prior to the loss or damage.

6. **Preservation of Taxable Status.** Throughout the term of this Agreement, Buyer shall pay all real estate taxes against the Property prior to delinquency and shall not:
 - a. Use the Property for any purposes that would render the Property exempt from property taxation or lease, sell, transfer, or convey all or any portion of the Property to any party that would render the Property exempt from property taxation.
 - b. Cause a reduction in the real property taxes paid with respect to the Property through willful destruction of any improvements or portions thereof.
 - c. Seek, through the exercise of legal or administrative remedies, a reduction in the assessed value of the improvements below \$250,000 per Lot after completion of the Project.
 - d. Apply for any deferral of property taxes on the Property.

7. **Buyer's Representations and Warranties.** Buyer represents and warrants to the City that:
 - a. Buyer has the full power and authority to enter into this Agreement and perform the obligations herein.
 - b. The execution of this Agreement and the performance of Buyer's obligations hereunder are not in violation of any agreement to which Buyer is a party or by which it is bound.
 - c. Buyer has not granted and will not grant a mortgage to any mortgagee for purposes of acquiring the Property and there are no mortgages or liens of any kind, recorded or unrecorded, outstanding against the Property.
 - d. Buyer has access to sufficient funds for completion of the Project contemplated by this Agreement.

8. **Default.** The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Rights and remedies are cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of other rights or remedies.

- 9. **No Joint Venture.** This Agreement does not create any partnership or joint venture between the City and Buyer, nor does it render either party liable for any debts or obligations of the other party.
- 10. **Approvals.** Nothing in the Offer or this Agreement shall be construed to waive any obligation or requirement of Buyer to obtain all necessary approvals, licenses, and permits from the City in accordance with its ordinances and usual practices and procedures, nor limit or affect in any way the right or authority of the City to approve or reasonably disapprove any plans or specifications or to impose reasonable limitations, restrictions, and requirements on the Property or the Project as a condition of any such approval, license, or permit.
- 11. **No Waiver.** Nothing contained in this Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained within Wis. Stat. §§ 893.80, 895.52, and 345.06.
- 12. **Binding Effect.** All of the terms and conditions of this Agreement (including but not limited to the obligations under Section 4) shall run with the land and be binding upon Buyer's heirs, administrators, executors, successors, and assigns (whether tax-exempt entities or not) as if they were originally a party to and bound by this Agreement. However, if Buyer sells, conveys, or otherwise transfers all or any part of the Property to a third party prior to fulfilling all of Buyer's development obligations under Section 2, then (i) the third party and Northeast Acres Rentals LLC shall be jointly and severally liable for all obligations under this Agreement until the development obligations under Section 2 have been fulfilled and (ii) the City shall have no obligation to make any payments under Section 3.
- 13. **Recording.** This Agreement shall be recorded with the Iowa County Register of Deeds at Buyer's expense immediately following the recording of the deed conveying the Property to Buyer.
- 14. **Notice.** Delivery of documents and written notices to a party shall be effective only when accomplished by personal delivery or by sending the document or written notice, postage or fees prepaid, by U.S. Mail registered or certified mail, return receipt requested, to the addresses set forth below:

To the City: City of Dodgeville
 Attn: City Clerk
 100 E. Fountain Street
 Dodgeville, WI 53533

With a copy to: Boardman & Clark LLP
 Attn: Julia K. Potter
 PO Box 927
 Madison, WI 53701-0927

To Buyer: Northeast Acres Rentals LLC
Attn: Joshua D. Fowler
4949 County Road YZ
Dodgeville, WI 53533

With a copy to: Wood Law Firm, LLC
Attn: Benjamin R. Wood
1180 Jackson Street
PO Box 16
Fennimore, WI 53809

Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice will not be deemed a failure to give notice.

- 15. **Entire Agreement; Amendment.** This Agreement and the Offer embody the entire agreement between the parties with respect to the Property and supersede all prior agreements and understandings relating to the Property. This Agreement may not be changed orally. It may be amended only by a written amendment approved and executed by the City and Buyer.
- 16. **Neutral Construction.** The parties assume joint responsibility for the form and composition of this Agreement. No provision of this Agreement shall be construed in favor of or against either party because that party or that party’s legal representative drafted this Agreement.
- 17. **Severability.** If any part, term, or provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.
- 18. **Governing Law.** This Agreement shall at all times be construed in accordance with and subject to the laws of the State of Wisconsin and the parties agree that the Iowa County Circuit Court shall have sole and exclusive personal and subject matter jurisdiction as to any action regarding this Agreement.
- 19. **Enforcement.** If either party is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the party that substantially prevails in the litigation, arbitration, or mediation shall be entitled to recover its costs in such proceeding, including reasonable attorneys’ fees and expert witness fees, from the other party.
- 20. **Effective Date; Term.** This Agreement shall be effective as of the date and year set out below. This Agreement shall automatically terminate one year after the date Tax Increment District No. 3 closes, unless terminated earlier in writing by mutual agreement of the City and Buyer.

[SIGNATURE PAGES FOLLOW]

EXHIBIT A
Legal Description of the Property

[Legal descriptions of the Property will be inserted prior to execution of this Agreement]

PINs: 216-1541.08; 216-1541.09; 216-1541.10; 216-1541.18, 216-1541.19; 216-1541.20

**DEVELOPER AGREEMENT FOR DIAMOND OAKS
SUBDIVISION – PHASE III**

This Developer’s Agreement (“Agreement”) is entered into by and between the City of Dodgeville, a Wisconsin municipal corporation, (the “City”) and Diamond Oaks, LLC, a Wisconsin limited liability company (the “Developer”).

RECITALS

- A. Developer is the owner of certain lands located within the City of Dodgeville, Iowa County, Wisconsin, for which Developer has prepared a final plat known as Diamond Oaks Subdivision (the “Plat” or the “Development”), which Plat has been approved by the City and recorded with the Register of Deeds for Iowa County on July 14, 2004 as Document Number 274626.
- B. Developer desires to develop twenty-two vacant lots located within the Development, further identified as tax parcel numbers 216-1206.23, 216-1206.24, 216-1206.25, 216-1206.26, 216-1206.27, 216-1206.41, 216-1206.42, 216-1206.43, 216-1206.44, 216-1206.45, 216-1206.46, 216-1206.47, 216-1206.48, 216-1206.51, 216-1206.52, 216-1206.53, 216-1206.54, 216-1206.55, 216-1206.56, 216-1206.57, 216-1206.58 and 216-1206.59 ("Property") located in the City of Dodgeville, Iowa County, Wisconsin, more particularly described on Exhibit A.
- C. The City seeks to protect the health, safety, and general welfare of the community by requiring the completion of various improvements within the Development and thereby limit the harmful effects of substandard subdivisions, including premature subdivision that leaves property undeveloped and unproductive.
- D. Various provisions in the Code of Ordinances, City of Dodgeville, Wisconsin (the “City Code”) require that provisions be made for installation of public improvements to serve the Development, including sanitary sewer facilities, water facilities, storm sewer facilities, utilities, and street improvements.
- E. The City’s purposes in entering into this Agreement are, among others, to provide for the installation of required improvements, to require the Developer to pay the direct and indirect costs related to the required improvements, and to avoid the harmful effects of substandard subdivisions. This Agreement is not executed for the benefit of material men, laborers, or others providing work, services, or material to the Development or for the benefit of lot or home buyers in the Development.
- F. In 1998 the City created Tax Increment District No. 2 (TID No. 2). On March 17, 2020 the City adopted an Affordable Housing Extension Resolution to extend the life of TID No. 2 by one year to benefit affordable housing and improve housing stock within the City of Dodgeville.

Recording Area

Name and Return Address:

**Attorney Eric Hagen
Boardman & Clark LLP
P.O. Box 87
Fennimore, WI 53809-0087**

See Exhibit A

Parcel Identification Number (PIN):

- G. The City desires to promote the development of affordable housing and improve the housing stock in the City of Dodgeville, by providing assistance for the development of vacant properties in order to increase the quantity of affordable buildable lots available within the City.
- H. Developer now wishes to proceed with the installation of public improvements to serve the Property (as defined in Section 1.A.1, below).
- I. Developer’s ability to proceed with and complete this Project is contingent upon the City providing financial assistance pursuant to the terms and conditions set forth in this Agreement.
- J. It is believed by all parties that by acting in concert and cooperating and by entering into this Agreement they can promote and achieve their goals and at the same time bring substantial benefits to the community and promote the public interest.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and Developer now agree as follows:

SECTION 1: DEVELOPER OBLIGATIONS

A. Development Obligations.

1. Within the “Development Agreement Boundary” as depicted on Exhibit C. Developer shall construct and install, at its own expense, those on-site and off-site public improvements to serve the Property as set forth in the Plat, and particularly including (but not limited to) the following items: sanitary sewers and water (including a lateral connection for each system to each lot and a satisfactory connection to the city sanitary sewer system and water system); streets (including curb and gutter); storm sewer lines and stormwater management facilities (collectively, the “Improvements”).
2. Developer shall install survey monuments placed in accordance with the requirements of Wisconsin Statutes Chapter 236 and as may be required by the City Engineer.
3. All Improvements will be designed, constructed, and installed by Developer at Developer’s sole expense. The City shall not be responsible for any costs or charges relating to the Property or this Agreement except those specifically enumerated and agreed upon in a written, signed agreement between the Developer and the City.
4. All the Improvements shall be designed, constructed, and installed according to and in compliance with the Plat, this Agreement, and the City’s construction standards, specifications, design criteria, and general policies and procedures as set forth by the Department of Public Works, the City Engineer, and the City Code. All construction shall be subject to inspection, as designated by the City Council.
5. Developer shall complete all construction of the Improvements within one year of the Effective Date of this Agreement. Time is of the essence with respect to this deadline.

B. Maximum Price of Lots/Terms. Developer shall sell the lots within the Property in accordance with the following:

1. **Sales Pricing.** Developer shall sell the lots within the Property for no more than the amounts provided on the Maximum Lot Sales Price Schedule attached as Exhibit B (the “Maximum Price”). The Developer may sell any lot for a price equal to or less than the Maximum Price.
2. **Applicability of Pricing.** The Maximum Price is only applicable to the initial sale of a lot.
3. **Proof of Sales Price.** Within thirty days of each lot sale, Developer shall provide the City with written proof of lot sale price (“Proof of Sale”).

SECTION 2: CITY OBLIGATIONS

- A. **Certificate of Completion.** Upon completion of the Improvements by the Developer and review of the Improvements by the City, the City shall provide the Developer, upon request, with an appropriate recordable instrument certifying that the Improvements have been made in accordance with this Agreement.
- B. **Subsequent Development.** Any subsequent development of the Plat will be addressed in a separate development agreement.

SECTION 3: DEVELOPMENT INCENTIVE PAYMENT

- A. **Development Incentive Grant.** The City agrees to make a “Development Incentive Grant” to Developer in the amount of \$220,000.00, payable out of remaining TID No. 2 extension funds. This grant shall be made in two installments, described as follows, and on the terms and conditions set out in this Agreement:
 1. **First Installment.** \$110,000.00 shall be paid to Developer within sixty days of the Effective Date of this Agreement.
 2. **Second Installment.** \$110,000 shall be paid to Developer after the timely completion of all the development obligations set forth in Section 1.A. Developer shall notify the City in writing upon completion of the Improvements and shall provide the City Engineer with access to the Development to verify completion of said Improvements in accordance with Section 4 below. Within sixty days of said verification by the City Engineer, the City shall pay the second installment of the Development Incentive Grant to Developer.
- B. **Reimbursement of Development Incentive Grant.**
 1. **Incentive Reimbursement.**
 - a. If Developer fails to timely complete its development obligations under Section 1.A, Developer shall repay to the City an amount equal to 100% of the Development Incentive Grant paid to Developer under this Agreement.
 - b. If Developer fails to timely provide a Proof of Sale to the City as required in Section 1.B.3 or sells a lot for more than the Maximum Price as outlined in Section 1.B.1, Developer shall pay to the City the greater of (a) \$10,000 or (b) the amount by which the actual sale price of the lot exceeds the lot’s Maximum Price.

- c. Any payment due from Developer to the City under this Section 3.B.1 shall be referred to as an “Incentive Reimbursement.”
- 2. **Incentive Reimbursement Notice.** The City shall provide a written notice to the Developer of any required Incentive Reimbursement (“Incentive Reimbursement Notice”):
 - a. Within sixty after of the deadline for completion of the Improvements, if the Incentive Reimbursement is required pursuant to Section 3.B.1.a; or
 - b. Within thirty days of the City’s receipt of the Proof of Sale (or thirty days after the Mayor becomes aware that a lot sale has closed and the Proof of Sale was not provided),if the Incentive Reimbursement is required pursuant to Section 3.B.1.b.
- 3. **Incentive Reimbursement Payment.** Developer shall pay the Incentive Reimbursement to the City within ten days of receipt of the Incentive Reimbursement Notice. If Developer fails to timely pay any Incentive Reimbursement to the City, in addition to any remedies available at law, in equity, or under the Agreement, the City shall have the right, without notice or hearing, to impose special assessments or special charges on all or any portion of the Property for any amounts owed by Developer to the City under this Agreement. This provision constitutes Developer’s acknowledgement, on behalf of itself and its successors and assigns, of the special benefit and Developer’s consent to, and waiver of notice and hearing on, all proceedings imposing such special assessments or special charges on behalf of Developer and its successors and assigns.

SECTION 4: ACCEPTANCE AND GUARANTEE OF IMPROVEMENTS

- A. After the Improvements have been made, installed, and completed, Developer shall notify the City Engineer in writing that the work is complete and ready for final inspection. The City Engineer shall arrange for inspection and testing of all such Improvements within sixty days of Developer’s notice to assure compliance with all construction and improvement requirements of the City. Developer agrees to provide for the maintenance and repair of all Improvements until such Improvements are accepted by the City and to guarantee such Improvements as provided in Section 4.E below.
- B. After completion of all Improvements and prior to final acceptance of the Improvements, Developer shall:
 - 1. Prepare and have approved by the City three copies of a complete plan of the Improvements as constructed, together with an electronic version of the record drawings.
 - 2. Provide the City with such information on the cost of the Improvements as the City may require for accounting purposes.
 - 3. Provide the City with the title evidence required by Section 8.A.
 - 4. Provide to the City Engineer lien waivers from the engineer, general contractor, and all subcontractors and all other parties involved in planning or constructing the Improvements.
- C. **Dedication.** Subject to all of the other provisions of this Agreement, Developer shall, upon completion of the Improvements, unconditionally, and without charge to the City, give, grant, convey, and fully

dedicate the same to the City, its successors and assigns forever, free and clear of all encumbrances (except those encumbrances that may be acceptable to the City), together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plat, machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such Improvements and together with any and all necessary easements for access thereto.

D. **Acceptance.** Dedication shall not constitute acceptance of any Improvement by the City. The City shall not be obligated to accept the dedication of any Improvements that do not fully comply with City standards and specifications. Claims of financial hardship by Developer shall not be considered a reason for the City to accept substandard materials or work. The City Council will not accept the Improvements until all Improvements have been completed and approved by all other agencies as applicable, Developer has complied with its obligations under Section 4.B, above, and the City Engineer has recommended acceptance. At such time, the City shall accept the improvements under separate resolution, which may be recorded with the Iowa County Register of Deeds. The City shall have the right to connect or integrate other utility facilities with the Improvements without payment, award to, or consent of the Developer. The City Engineer’s recommendation of acceptance does not constitute a waiver by the City of any rights related to the guarantee set forth in Section 4.E below against defects in or failure of any Improvements that are detected or that occur following such acceptance, nor shall it in any manner make the City or City Engineer and insurer of, nor relieve the contractor or Developer of any obligations or guarantees concerning the contractor’s performance.

E. **Guarantee.** Developer guarantees all Improvements against defects that appear within a period of one year from the date of acceptance by the City and shall pay for any damages resulting therefrom to City property. If any defect appears during the guarantee period, Developer shall make the required replacement or acceptable repair as directed by the City Engineer at Developer’s expense. Such replacement or repair shall be completed within thirty days of receipt of notice regarding the need for replacement or repair from the City Engineer, weather permitting and absent circumstances outside the control of Developer preventing completion within such time period. If Developer fails to cure the defect, or if the City determines that immediate action is necessary, the City may affect the cure and may recover the cost thereof directly from Developer. This guarantee shall not be a bar to any action the City may have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situation. All guaranties or warranties for materials or workmanship which extend beyond the above guarantee period shall be assigned by Developer to the City (as beneficiary).

F. The remedies provided in this Section 4 are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

SECTION 5: REPRESENTATIONS, WARRANTIES OF CITY AND DEVELOPER

A. Developer’s Representations and Warranties. As a material inducement to the City to enter into this Agreement, Developer represents and warrants to the City as follows:

- 1. Developer has the full power and authority to enter into this Agreement and perform the obligations herein, controls the development of the Development Agreement Area, is a limited liability company authorized under the laws of the State of Wisconsin to conduct business in Wisconsin, and is in good standing with the Wisconsin Department of Financial Institutions.

2. The individual signing below for the Developer has full power and authority to execute this Agreement on behalf of the Developer, and to bind the Developer to the Agreement.
3. The Developer shall cause the Development Agreement Area to be developed in accordance with the terms of this Agreement and all applicable local, state and federal laws, ordinances and regulations. The Developer shall obtain any and all permits, licenses or other approvals as may be required in order to develop the Development Agreement Area in a timely manner.
4. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement are prevented, limited by or conflicts with or results in the breach of the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.
5. Developer has access to sufficient funds for completion of the Improvements contemplated by this Agreement.

B. City’s Representations and Warranties. The City makes the following representations as the basis for the undertaking on its part herein contained:

1. The City is a public body corporate and politic duly organized and existing under the laws of the State of Wisconsin.
2. The City proposes to provide the Development Incentive Grant to the Developer in accordance with the provisions of the Agreement.
3. The parties signing below on behalf of the City have been fully authorized to execute this Agreement on behalf of the City.

SECTION 6: DEFAULT AND REMEDIES UPON DEFAULT

A. The following shall constitute default by Developer under this Agreement:

1. Developer files for bankruptcy or is adjudged bankrupt, or Developer makes a general assignment for the benefit of its creditors.
2. Developer or its general contractors disregard or otherwise violate any statutes, ordinances, regulations, order, or instructions of the City or any of its employees, agents, or commissions that are applicable under this Agreement.
3. Failure of performance by Developer or Developer’s contractor or subcontractor to timely install, furnish, and provide any Improvement.
4. Any other Developer default or failure to perform under any provision of this Agreement.

B. Upon the occurrence of a default, and without prejudice to any other right or remedy of the City, including the right to damages, the City shall give Developer ten days’ written notice and opportunity

to cure. If the default is not cured to the City’s sole satisfaction within the ten-day cure period, the City may take possession of the Development and all of the materials thereon and finish the work by whatever method the City may deem expedient. Developer in the event of default shall pay the City the entire cost of completion of the Improvements.

- C. In addition to the foregoing remedies, if it is determined by the City Council that Developer is in default of this Agreement during installation of the Improvements, the City may issue a cease and desist order, stopping all activities until the default, in the sole opinion of the City Council, has been satisfactorily addressed.

SECTION 7: INSURANCE AND INDEMNITY

A. Indemnification.

- 1. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, Developer shall indemnify and save harmless, and agrees to accept tender of defense and to defend and pay any and all reasonable legal, accounting, consulting, engineering, and other expenses related to the defense of any claim asserted or imposed upon the City, its officers, agents, independent contractors, and/or employees growing out of this Agreement by any party or parties except those claims asserted by Developer against the City, its officers, agents, independent contractors, and/or employees in an effort to enforce this Agreement.
- 2. **Hold Harmless.** Developer shall indemnify and hold harmless the City, its officers, agents, independent contractors, and employees from and against any and all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from the performance of work within the Development or elsewhere pursuant to this Agreement (“Work”), provided that any such claim, damage, loss, or expense (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of Developer, its officers, agents, independent contractors, or employees, or anyone for whose acts any of them may be made liable, regardless of whether or not it is caused by a part indemnified herein. In any and all claims against the City, its officers, agents, independent contractors, or employees by Developer, its officers, agents, independent contractors, employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be held liable, the indemnification obligation under this Section 7.A. shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, its officers, agents, independent contractors, or employees under Workers’ Compensation Acts, disability benefit acts, or other employee benefit acts.
- 3. **Indemnification for Environmental Contamination.** Developer shall indemnify, defend, and hold the City and its officers, agents, independent contractors, and employees harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Development and this Agreement (including but not limited street right-of-way) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all

Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether the soil, groundwater, air, or any other receptor. The City agrees that it will promptly notify Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. Upon receipt of notice from the City or other entities, Developer shall investigate and rectify conditions which indicate the presence of or suspected presence of contamination on the subject property as identified by local, state, or federal agencies in order to comply with applicable laws.

B. Personal Liability of Public Officials. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City’s officers, agents, independent contractors, or employees, it being expressly understood and agreed that in such matters they act as agents and representatives of the City.

C. Insurance.

1. **Developer’s Insurance.** Developer shall, at its expense, obtain and carry comprehensive general liability insurance with combined single limits of at least One Million Dollars for one person and at least Five Million Dollars per occurrence, and at least One Million Dollars property damage (or such other amounts as the City shall from time to time deem reasonable). Such policy shall cover both Developer and the City and its agents, employees, and officials, and all insurers shall agree not to cancel or change the same without at least thirty days’ written notice to the City. A certificate of Developer’s insurance shall be furnished to the City upon execution of this Agreement. Each such policy shall provide that no act or default of any person other than the City or its agents shall render the policy void as to the City or affect the City’s right to recover thereon.
2. **Contractor’s and Subcontractor’s Insurance.** Developer shall require that the general contractor and all subcontractors engaged in the construction of the Improvements maintain, at the contractor’s expense during the contract time, liability insurance as hereinafter specified: Contractor’s Commercial General Liability and Property Damage Insurance including vehicle coverage issued to the contractor and protecting the contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of, or in connection with, any operations under the contract documents, whether such operations be by the contractor himself or by any subcontractor under the contractor, or anyone directly or indirectly employed by the contractor or by a subcontractor under the contractor. Insurance shall be written with a limit of liability of not less than One Million Dollars for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than One Million Dollars aggregate for any such damage sustained by two or more persons in any one accident.
3. **Certificates of Insurance.** Certificate(s) of insurance acceptable to the City shall be filed with the City prior to commencement of any work.

SECTION 8: GENERAL PROVISIONS

- A. Title.** Developer warrants that it is the owner of all property within the Development Agreement Boundary, that no other person or party (including a mortgagee) has an interest of record in any land within the Development Agreement Boundary, that it has the full right and authority to make the agreements, warranties, consents, and waivers in this Agreement and that, upon dedication, the City shall have good, indefeasible title to all interests in property dedicated or conveyed to the City by the Plat, this Agreement, or other instruments required by this Agreement. Developer shall provide the City with title evidence acceptable to the City showing that Developer has title as warranted above. Developer shall defend, indemnify, and hold the City harmless from any claims, suits, or damages related to the City’s acquisition or ownership of interests in the property including, but not limited to, claims for inverse condemnation or relocation benefits under Chapter 32 of the Wisconsin Statutes.

- B. Permits.** Developer is responsible for obtaining all licenses, permits, and authority necessary to perform its obligations under this Agreement.

- C. Compliance with Laws.** Developer shall at all times observe and comply with all federal, state, and local laws, regulations, and ordinances that are in effect or that may be placed in effect that may affect the construction of the Improvements to be accomplished under this Agreement. Developer further agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from Developer’s failure to comply with an applicable federal, state, or local law, regulation, or ordinance.

- D. Compliance with Ordinances.** All applicable provisions of the City’s subdivision code, and any other applicable ordinances or laws shall be adhered to with respect to the design, construction, and installation of Improvements within the Development, except as to variances or waivers of those requirements. Where standards and/or specifications have not been established by the City, all work shall be made in accordance with established engineering practices.

- E. Inspections.** Developer grants the right of entry on the lands within the Development to personnel or agents of the City to conduct inspections and monitor compliance with the provisions of this Agreement.

- F. No Vested Rights.** Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to Developer. The City does not warrant by this Agreement that Developer is entitled to any required approvals. The City does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the City agree to rezone the lands into a different zoning district. Any rezoning that may take place shall not void this Agreement.

- G. No Release or Waiver.** Nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon Developer or the City by the City Code or any statutes or regulations applicable to the Improvements. No approval by City staff, the City Engineer, the City Attorney, or any other person acting on behalf of the City shall be construed as a waiver of any of the requirements of the City Code, or any statutes or regulations governing the Improvements or good engineering practices meeting the standard of care. No wavier of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver, nor shall the wavier of any default under this Agreement be deemed a waiver of any

subsequent default or defaults of the same type. The City’s failure to exercise any right under this Agreement shall not constitute approval of any wrongful act by the Developer nor the acceptance of any Improvements.

- H. Municipal Corporation.** Nothing contained within this Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. §§ 893.80, 895.52, and 345.05.
- I. Attorneys’ Fees.** If the City is required to resort to litigation or arbitration to enforce the terms of this Agreement, and if the City substantially prevails in the litigation or arbitration, Developer shall pay all City costs, including reasonable attorneys’ fees and expert witness fees. If the court or arbitrator awards substantial relief to both parties, each will bear its own costs in their entirety.
- J. Successors Bound.** This Agreement shall run with the land and shall be binding upon the Developer, its grantees, personal representatives, heirs, successors, and assigns.
- K. Assignment.** Developer shall not assign this Agreement without the written consent of the City.
- L. Amendment.** This Agreement may only be amended by a written amendment instrument approved and executed by the City and Developer.
- M. Notices and Correspondence.** Unless otherwise stated in this Agreement, the delivery of all notices and correspondence shall only be effective upon being delivered personally, sent by prepaid United States Postal Service certified mail with return receipt requested, sent by facsimile with transmission confirmation, or sent by electronic mail with return receipt requested, to the parties as follows:

To the City: City of Dodgeville
 Attn: City Clerk
 100 E. Fountain Street
 Dodgeville, WI 53533

To Developer: Diamond Oaks LLC.
 Attn: David J. Rule
 3603 CTH Y
 Dodgeville, WI 53533

All notices shall be considered to have been delivered at the time such notices are personally delivered to a party, or three days after the date of postmark on any prepaid certified letter, facsimile transmission, or electronic mail. Parties to this Agreement shall give fifteen days’ notice of any change of mailing address, telephone, or facsimile number, or electronic mail address. Failure to provide said notice may constitute a default.

- N. Severability.** If any part, term, or provision of this Agreement is held to be illegal or otherwise unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the validity of any other part, term, or provision of this Agreement, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

- O. Entire Agreement.** This Agreement embodies the entire agreement between the City and Developer and supersedes all prior agreements and understandings relating to the Development except for the Developer Agreement for Diamond Oaks Subdivision dated April 22, 2021 and recorded with the Iowa County Register of Deeds on April 23, 2021 as Document Number 372796.
- P. Recording.** Within 45 days after the Effective Date, Developer shall record this Agreement with the Iowa County Register of Deeds, and shall promptly provide the City with evidence of recording. All costs of recording this Agreement and any other document related to the Development shall be paid by the Developer.
- Q. Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin.
- R. Headings.** The section and paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.
- S. Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted its various provisions. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- T. Counterparts.** This Agreement may be executed in one or more counterparts and, upon execution and delivery by each of the parties hereto, shall constitute one and the same enforceable agreement.
- U. Effective Date; Term.** This Agreement shall be effective on the date upon which the last of the parties to this Agreement have signed it (“Effective Date”). This Agreement shall terminate ten years from the date it becomes effective, unless terminated earlier in writing by mutual agreement of the City and Developer.

[signature pages follow]

[signature page to Development Agreement for Diamond Oak Subdivision]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by duly authorized officers as of the dates shown in the notary blocks below.

DEVELOPER: Diamond Oaks, LLC

David J. Rule, authorized signatory

STATE OF WISCONSIN
COUNTY OF IOWA

Personally came before me this ___day _____, 2024, the above named David J. Rule, authorized signatory for Diamond Oaks, LLC, to me known to be the person who executed the foregoing Developer's Agreement and acknowledged the same.

Print or Type Name: _____
Notary Public, State of Wisconsin
My Commission: _____

[signature page to Development Agreement for Diamond Oak Subdivision]

CITY OF DODGEVILLE:

Todd D. Novak, Mayor

Lauree Aulik, City Clerk

STATE OF WISCONSIN
COUNTY OF IOWA

Personally came before me this ___day _____, 2024, the above named Todd D. Novak, Mayor, and Lauree Aulik, City Clerk, to me known to be the persons and officers who executed the foregoing Developer's Agreement and acknowledged the same.

Print or Type Name: _____
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A
Legal Description of the Property

Lot 23, Lot 24, Lot 25, Lot 26, Lot 27, Lot 41, Lot 42, Lot 43, Lot 44, Lot 45, Lot 46, Lot 47, Lot 48, Lot 51, Lot 52, Lot 53, Lot 54, Lot 55, Lot 56, Lot 57, Lot 58 and Lot 59 Diamond Oaks Subdivision, T6N, R3E, Section 34, in the City of Dodgeville, Iowa County, Wisconsin.

Parcel #'s:

216-1206.23, 216-1206.24, 216-1206.25, 216-1206.26, 216-1206.27, 216-1206.41, 216-1206.42, 216-1206.43, 216-1206.44, 216-1206.45, 216-1206.46, 216-1206.47, 216-1206.48, 216-1206.51, 216-1206.52, 216-1206.53, 216-1206.54, 216-1206.55, 216-1206.56, 216-1206.57, 216-1206.58 and 216-1206.59

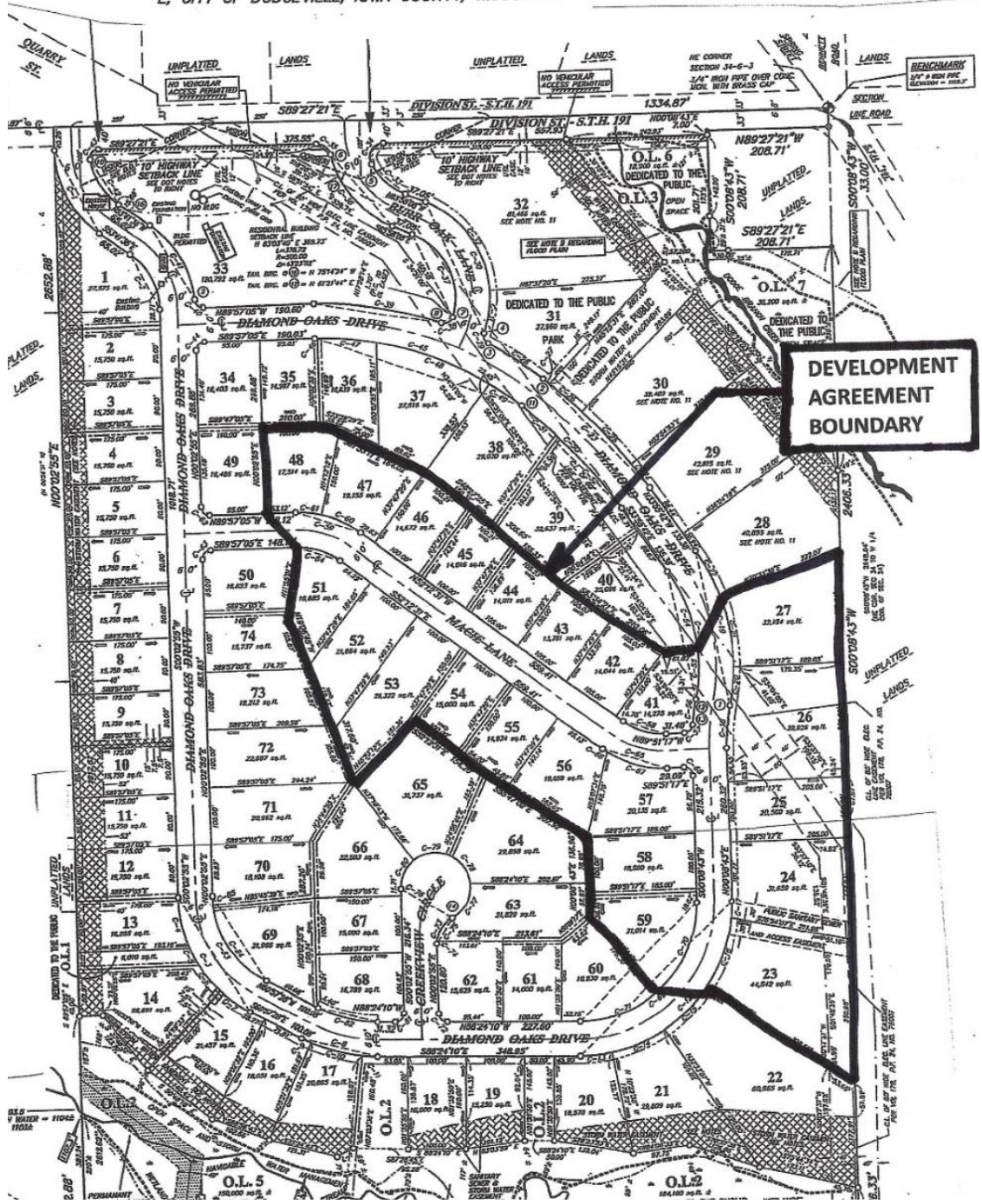
EXHIBIT B
Maximum Lot Sales Price Schedule

LOT #	PARCEL #	SALES PRICE – (Closing Year)				
		2024-2025	2026-2027	2028-2029	2030-2031	2032-2033
23	216-1206.23	\$99,750	\$103,740	\$107,890	\$112,200	\$116,680
24	216-1206.24	\$94,500	\$98,280	\$102,210	\$106,300	\$110,550
25	216-1206.25	\$67,000	\$69,680	\$72,460	\$75,360	\$78,370
26	216-1206.26	\$69,000	\$71,760	\$74,630	\$77,610	\$80,710
27	216-1206.27	\$99,750	\$103,740	\$107,890	\$112,200	\$116,680
41	216-1206.41	\$84,000	\$87,360	\$90,850	\$94,480	\$98,260
42	216-1206.42	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
43	216-1206.43	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
44	216-1206.44	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
45	216-1206.45	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
46	216-1206.46	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
47	216-1206.47	\$67,000	\$69,680	\$72,460	\$75,360	\$78,370
48	216-1206.48	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
51	216-1206.51	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
52	216-1206.52	\$67,000	\$69,680	\$72,460	\$75,360	\$78,370
53	216-1206.53	\$67,000	\$69,680	\$72,460	\$75,360	\$78,370
54	216-1206.54	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
55	216-1206.55	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
56	216-1206.56	\$67,000	\$69,680	\$72,460	\$75,360	\$78,370
57	216-1206.57	\$75,000	\$78,000	\$81,120	\$84,360	\$87,730
58	216-1206.58	\$56,900	\$59,180	\$61,550	\$64,000	\$66,560
59	216-1206.59	\$67,000	\$69,680	\$72,460	\$75,360	\$78,370

EXHIBIT C Development Agreement Boundary

DIAMOND OAKS

LOCATED IN THE NE 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 34, T 6 N, R 3 E, CITY OF DODGEVILLE, IOWA COUNTY, WISCONSIN.



Viewers are advised to ignore illegible text on this map. It is presented to show spatial relationships only.



NOTICE OF DISALLOWANCE OF CLAIM

TO: AFNI Inc.
Attn Subrogation Department
P.O. Box 3068
Bloomington, IL61702-3068

The City of Dodgeville is in receipt of your Notice of Claim, received on March 8, 2024, alleging damages to Nikki Brennum’s (Artisan and Truckers Casualty Company’s insured) vehicle in the amount of \$5,043.38, as a result of an incident on September 4, 2023.

By this NOTICE OF DISALLOWANCE, you, AFNI Inc., together with Nikki Brennum and Artisan and Truckers Casualty Company, are hereby notified of the disallowance of said claim and each and every portion thereof as set forth in your claim and any attachments thereto.

YOU ARE HEREBY FURTHER NOTIFIED, pursuant to the provisions of Wis. Stat. sec. 893.80(1g), that no action on this claim against the City may be brought after six months from the date of service of this notice.

This notice is served upon you by order and direction of the Common Council of the City of Dodgeville.

Dated this 19th day of March 2024.

COMMON COUNCIL OF THE CITY OF DODGEVILLE,
IOWA COUNTY, WISCONSIN

BY: _____
Lauree Aulik, City Clerk

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

March 14, 2024

City of Dodgeville
Attn: Lauree Aulik
100 E Fountain Street
Dodgeville WI 53533

Program: League of Wisconsin Municipalities Mutual Insurance
Our Insured: City of Dodgeville
Date of loss: 09/04/2023
Our Claim # WM000252160116
AFNI Claim#: 002979567
Claimant: AFNI
PO Box 3068
Bloomington, IL 61702-3068

Dear Lauree,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which insures the City of Dodgeville. We are in receipt of the Subrogation claim submitted by Afni o.b.o Artisan and Truckers Casualty Company, for damage their insured vehicle sustained on 9/04/2023.

We have reviewed the matter and recommend that the City of Dodgeville deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the fact that our investigation revealed that the City is not liable for the vehicle damage. The claimant vehicle was the proximate cause of this collision for striking a fixed object. In addition, the City did not have any knowledge of the gate being open and did not give any permission to open the gate.

Please submit the disallowance directly to Afni at the above address. Please reference AFNI claim number 02979567 on the disallowance letter. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims, for our records.

Thank you,

Deb Ayres
Statewide Services Inc.
PO Box 5555
Madison, WI 53705-0555
608-828-5441 Phone
877-424-9878 Fax
dayres@statewidesvcs.com

CC: Baer Insurance