



# ADMINISTRATIVE POLICY COMMITTEE MEETING AGENDA

March 20, 2025 at 5:30 PM

Kronenwetter Municipal Center - 1582 Kronenwetter Drive Board Room (Lower Level)

**All Agenda Items Listed Are for Discussion and Possible Action**

---

**1. CALL MEETING TO ORDER**

- A. Pledge of Allegiance
- B. Roll Call

**2. PUBLIC COMMENT**

Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this Village that Public Comment will take no longer than 15 minutes with a three-minute time period, per person, with time extension per the Chief Presiding Officer's discretion. Be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.

**3. OLD BUSINESS**

- C. Revision of Ordinance 180-3; Village Board Meetings
- D. Addition of Decorum guidelines: Code of Conduct
- E. Village Employee Handbook Review

**4. NEW BUSINESS**

- F. TDS 2025 Sponsorship Contract
- G. Engineering Services Agreement with Roth Professional Solutions
- H. Extend Closed Fridays until summer hours

**5. CONSIDERATION OF ITEMS FOR FUTURE AGENDA**

**6. NEXT MEETING: March 27, 2025**

**7. ADJOURNMENT**

***NOTE: Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made at least 24 hours in advance to the Village Clerk's office at (715) 693-4200 during business hours.***

Posted: 03/18/2025 Kronenwetter Municipal Center and [www.kronenwetter.org](http://www.kronenwetter.org)

Faxed: WAOW, WSAU, City Pages, Mosinee Times | Emailed: Wausau Daily Herald, WSAW, WAOW, Mosinee Times, Wausau Pilot and Review, City Pages

VILLAGE OF KRONENWETTER  
Marathon County, Wisconsin  
An Ordinance Amending the Code of the Village of Kronenwetter  
Part I: Administrative Legislation  
Chapter 180 Village Board  
Amending Section 180-3 entitled "Meetings"

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

Section 1: Part I: Administrative Legislation, Chapter 180 Village Board, Section 180-3 entitled "Meetings" of the Code of the Village of Kronenwetter is hereby amended with additional language underlined and deleted language ~~stricken~~ to provide as follows:

§ 180-3 Meetings.

...

- I. *Adding items to the village board agenda.* At each regular meeting of the village board, there shall be placed on the agenda an item titled "Suggested Items for Future Agenda." During this period of the agenda, any board member may request to have an item placed on a future agenda for consideration by the village board. If there are no objections by any member of the body to add the suggested item to a future agenda, the suggested item shall be added by the village president on a future agenda at the next regularly scheduled meeting. If any member of the body objects to the suggested item being placed on a future agenda, that matter will be placed on the next scheduled meeting agenda for consideration whether that item will be placed on the agenda. If the village board votes in the affirmative when the item is considered by the village board to be added to the agenda, the item shall then be placed on the next regular village board meeting for action by the village board.
- J. *President adding items to the village board agenda.* In addition to Subsection 180-3.I., the Village President shall be allowed to add items to the Village Board's agenda by merely communicating the desire to have the item added to the agenda to the Village Clerk via email.
- K. *Trustees adding items to the village board agenda.* Any two trustees shall be allowed to add items to the Village Board's agenda by communicating the same to the Village Clerk via email. When such

request is received, the item is placed on the next agenda for potential objection following the process under Subsection 180-3.I.

L. *Limitation for adding items to the village board agenda.* An item that has been requested by a Trustee, that does not receive Village Board votes in the affirmative to be added to the agenda following the process under Subsection 180-3.I., has the result that such item may not be requested by any Trustee for consideration to be placed on the agenda for the following six months.

Section 2: If any provision of this Ordinance is invalid or unconstitutional or if the application of this Ordinance to any person or circumstance is found invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the provision or application of this Ordinance that can be given effect without the invalid or unconstitutional provision or application.

Section 3: All ordinances and/or parts of ordinances in conflict herewith are hereby repealed.

Section 4: This Ordinance shall be in full force and effect from and after its date of adoption and notice to the public as required by law.

Section 5: Village personnel are hereby authorized and directed to make all changes to the Village Code necessary to reflect this amendment.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

VILLAGE OF KRONENWETTER

By: \_\_\_\_\_  
Chris Voll, President

ATTEST:

By: \_\_\_\_\_  
Bobbi Jo Birk-LaBarge, Clerk

Noticed to the public on: \_\_\_\_\_.

# EMPLOYEE HANDBOOK



*Come Grow With Us*

Village of Kronenwetter

[www.kronenwetter.org](http://www.kronenwetter.org)

Version 5



# TABLE OF CONTENT



## Welcome

1.2 <u>About This Handbook</u>	05
1.3 <u>About Our Open-Door Policy</u>	06
1.4 <u>What Is Expected of You</u>	06
1.5 <u>Customer Relations</u>	07



## Employment Policies

2.1 <u>Equal Employment Opportunity</u>	07
2.2 <u>Harassment in the Workplace</u>	08
2.3 <u>Confidentiality</u>	09
2.4 <u>Conflicts of Interest</u>	10
2.5 <u>Employment Categories</u>	10
2.6 <u>Orientation Period</u>	11
2.7 <u>Hiring</u>	11
2.8 <u>Outside Employment</u>	12
2.9 <u>Attendance and Punctuality</u>	12
2.10 <u>Hours of Work</u>	13
2.11 <u>Personal Data Changes</u>	13



## Employee Benefits

3.1 <u>Employee Benefits Overview</u>	14
3.2 <u>Family and Medical Leave</u>	14
3.3 <u>Personal Health Information</u>	16
3.4 <u>Workers' Compensation Insurance</u>	16
3.5 <u>Holidays</u>	16
3.6 <u>Floating Holidays</u>	17
3.7 <u>Vacation</u>	18
3.8 <u>Sick Leave</u>	20
3.9 <u>Leave of Absence</u>	21
3.10 <u>Bereavement Leave</u>	21
3.11 <u>Jury Duty</u>	22
3.12 <u>Military Leave</u>	22
3.13 <u>Health Insurance</u>	23

# TABLE OF CONTENT...

3.14 <u>Health Savings Account</u>	23
3.15 <u>Dental Insurance</u>	23
3.16 <u>Life Insurance</u>	23
3.17 <u>Continuation of Coverage (COBRA)</u>	24
3.18 <u>Retirement Contribution</u>	24
3.19 <u>Short Term Disability Leave</u>	25
3.20 <u>Retiree Benefits</u>	25
3.21 <u>Employee Training, Education, and Conference</u>	26
3.22 <u>Uniforms</u>	26
3.23 <u>Influenza Immunizations</u>	26
3.24 <u>Additional Benefits</u>	26



## Timekeeping and Payroll

4.1 <u>Timekeeping</u>	27
4.2 <u>Paydays</u>	28
4.3 <u>Payroll Deductions</u>	28
4.4 <u>Work Schedules</u>	28
4.5 <u>Out of Classification Work</u>	28
4.6 <u>Overtime</u>	29
4.7 <u>Compensatory Time</u>	29
4.8 <u>Work Week and Premium Pay</u>	30
4.9 <u>Performance Reviews</u>	30
4.10 <u>Pay Reviews</u>	30
4.11 <u>Layoffs</u>	31



## Employee Conduct

5.1 <u>Safety and Security</u>	31
5.2 <u>Employee Complaints</u>	32
5.3 <u>Drug and Alcohol Use</u>	32
5.4 <u>Workplace Violence Prevention</u>	33
5.5 <u>Media Relations</u>	33
5.6 <u>Political Activity</u>	34
5.7 <u>Smoking/Tobacco Use</u>	34
5.8 <u>Nepotism</u>	34
5.9 <u>Supervisor/Employee Relationship</u>	35
5.10 <u>Use of Vehicles</u>	36

# TABLE OF CONTENT...

5.11 <u>Parking</u>	36
5.12 <u>Visitors</u>	36
5.13 <u>Travel Expenses</u>	37
5.14 <u>Use of Phones and Supplies</u>	37
5.15 <u>Use of Personal Electronic Devices</u>	37
5.16 <u>Use of Fitness Center</u>	38
5.17 <u>Computers and Electronic Mail</u>	38
5.18 <u>Dress Code</u>	41
5.19 <u>General Housekeeping</u>	43
5.20 <u>Employee Conduct Guidelines</u>	43
5.21 <u>Grievance Procedure</u>	45
5.22 <u>Return of Property</u>	45
5.23 <u>Employment Termination</u>	45

<b>6</b>	<b><u>Appendix One</u> - Human Resources and Finance Policies</b>	46
<b>7</b>	<b><u>Appendix Two</u> - Reimbursement Payment Schedule</b>	107
<b>8</b>	<b><u>Appendix Three</u> - Health Insurance List of Coverages</b>	108
<b>9</b>	<b><u>Appendix 4 - Forms</u></b> (including <u>Employee Acknowledgement Form</u> )	109
<b>10</b>	<b><u>Revisions Records</u></b>	113

# WELCOME

## TO THE VILLAGE



**1.1** On behalf of the Village of Kronenwetter, we welcome you as a member of the Village team. You will find that there are many benefits to working for the Village of Kronenwetter and we hope your association with us will be challenging and rewarding.

Together we will advance Kronenwetter as a positive and professional organization.

The Village has a very strong commitment to achieving excellence in the service we provide to our citizens. Our goal is to provide high-quality care to our citizens in a friendly, efficient, and ethical manner.

In order to maintain an excellent level of service, each of us must be flexible in performing a variety of work such as occasionally working variable hours when the need arises. When we all work as a team, we all benefit from the cooperation. We want and need your input on how to improve our service to our citizens, as well as on how to make the Village of Kronenwetter an even better place in which to work and live. Your participation and involvement are welcomed.

Great communities do not just happen; they require a great deal of effort and hard work on the part of community leaders and all employees.

Our personnel policies are based on the belief that our success is primarily dependent upon our employees. Our goal is to:

- Recognize you as an important part of the team
- Provide a safe, efficient, and pleasant workplace
- Establish and maintain a truly “open door” communications environment
- Encourage high-quality service to our citizens

This Employee Handbook has been developed to keep employees informed about the various policies and procedures that affect your work life with us. Read these pages carefully and keep this handbook readily available as it answers many of the questions that typically arise.

Sincerely, *Chris Voll* President – Village of Kronenwetter

# ABOUT THIS HANDBOOK



**1.2** The purpose of this handbook is to establish and maintain a reasonable system for administration of all personnel matters except those matters covered by collective bargaining agreements. You are encouraged to familiarize yourself with the contents of this handbook since it will answer many questions concerning your employment at the Village of Kronenwetter ("the Village").

This Employee Handbook applies to all regular full-time and regular part-time employees as well as occasional, temporary, and seasonal employees of the Village except where noted. *Where there is any conflict, the provisions of an applicable formal labor agreement between the Village and a certified collective bargaining unit shall supersede the terms of this Employee Handbook.*

**This Employee Handbook is not a contract guaranteeing employment for any specific duration. Although we hope that your employment relationship with us will be long-term, either you or the Village may terminate this relationship at any time, for any reason. No oral statements by Management can alter this disclaimer, create a contract, or modify the at-will status of the employee. While the Village Administrator can make an offer of employment, those offers have to be approved by the Village Board.**

Employees employed under a collective bargaining agreement with the Village may have provisions within that agreement that modify or deviate from the provisions contained herein.

The Village retains the right to change, revise, deviate from, or discontinue any of the policies and/or benefits described in this handbook. This handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and does not create contractual obligations.

If you have any suggestions or questions related to this handbook, you are encouraged to discuss them with your supervisor, as we want to make this a truly team experience with an open flow of communication.



# ABOUT OUR OPEN DOOR POLICY

**1.3** We are committed to promoting and practicing an “open door” attitude among all of our employees. We recognize that whenever a group of people work together, there are bound to be some differences of opinion and problems may occasionally arise.

If you have a question, concern, or problem related to your employment, you are strongly encouraged to openly and honestly discuss the situation directly with your Supervisor. We want and need your involvement and participation in problem solving. Nursing a concern in silence or discussing it with other employees who don't have the authority to resolve it can be very frustrating. We can't work toward correcting a problem if we don't know about it.

Please discuss problems or concerns with your Department Head as soon as the issue or problem arises. Problems and complaints are to be handled in accordance with **Policy HR-002 Problem Resolution**, which can be found in Appendix One, at the end of this handbook.

## WHAT IS EXPECTED OF YOU

**1.4** Because we are very customer service oriented, we need you to be committed to our way of doing business. We expect you to:

- **Give high-quality service to our citizens.** You should consider anyone with whom you interact in the conduct of Village business to be one of our citizens. Treat all citizens with the utmost respect, courtesy, promptness, cooperation, friendliness, and confidentiality.
- **Do your job well.** You were hired because of your skills and abilities in certain areas. We need you to be at work on a regular basis, to understand and perform your job well, to continue to improve your skills, and to constantly think of ways to do your job better.
- **Help make this a good place to work.** Each one of us is part of what we call our “work environment” and thus has an impact on our coworkers and how they feel about working here. By cooperating with each other, finding ways to help out even when not asked, knowing and respecting each other's strengths and weaknesses, and treating each other with courtesy and respect, we can each do our part to make this a pleasant and rewarding place to work.

# CUSTOMER RELATIONS

**1.5** It is vital that employees of the Village treat citizens in a courteous and respectful manner at all times.

Employees should always remember that the citizen comes first, and they are entitled to the same thoughtful treatment that the employees would like to receive.

Employees should aim to never keep a citizen waiting an unreasonable amount of time and to treat them politely. Even when specific answers or solutions are not immediately available, timely communication with all citizens regarding the status of their issues is critical to the provision of good customer service.



# EMPLOYMENT POLICIES

## EQUAL EMPLOYMENT OPPORTUNITY

**2.1** We are an equal opportunity employer. All employment decisions are based on merit, qualifications, and competence. Our employment practices are not influenced or affected by an applicant's or employee's race, color, religion, gender, sexual orientation, national origin, age, disability, or any other characteristic protected by law. This policy governs all aspects of employment, promotion, assignment, discharge, and other terms and conditions of employment.

It is also our policy to comply with applicable laws providing for nondiscrimination in employment against qualified individuals with disabilities. An employee who believes he or she may require an accommodation should contact the Village Administrator.

# HARRASSMENT IN THE WORKPLACE

**2.2** We are committed to providing a work environment that is free of discrimination and harassment. In keeping with this commitment, we do not tolerate harassment of our employees by anyone, including any Supervisor, coworker, elected or appointed official, vendor, or customer.

Harassment includes unwelcome conduct (verbal or physical), actions, words, jokes, or comments based on an individual's protected status such as gender, sexual orientation, color, race, ethnicity, age, religion, disability, marital status, or any other legally protected characteristic. We will not tolerate harassing conduct that affects job benefits, interferes unreasonably with an employee's work performance, or creates an intimidating, hostile, or offensive work environment.

**Sexual harassment** deserves special attention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when:

- Submission to such conduct is made a condition of employment
- Submission to or rejection of such conduct is used as a basis for employment decisions
- Such conduct unreasonably interferes with an individual's work performance or creates a hostile, intimidating, or offensive work environment

Examples of sexual harassment include, but are not limited to:

- Repeated offensive sexual flirtations, advances, or propositions
- Innuendoes, suggestive comments, sexually oriented "kidding," jokes about gender specific traits, or foul or obscene language or gestures
- Displays of foul or obscene printed or visual material
- Unwelcome and unnecessary physical contact, such as patting, pinching, or brushing against another's body.

All employees are responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. If you feel you have experienced or witnessed harassment, notify your Department Head or the Village Administrator immediately. See also **Policy HR-002 Problem Resolution**, in Appendix One, for further steps you can take.

Every reported incident of employee harassment will be thoroughly investigated by a third party selected by the Village Board with respect for the confidences and sensitivities of the situation. If it is determined that harassment has occurred, appropriate disciplinary action will be taken, up to and including termination of employment.

We prohibit any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation.

Unprofessional or disrespectful behavior, even if not rising to the level of "harassment", will not be tolerated.

# CONFIDENTIALITY

**2.3** The Village follows Wisconsin State Statutes regarding Open Records. See the Village Clerk for details.

The Village is in possession of information and documents that it deems to be confidential and should not be voluntarily disclosed to the public. The Village Clerk is responsible for fulfilling document requests pursuant to the Wisconsin Public Records laws. As indicated in **Section 153-12 of the Village of Kronenwetter's General Code of Ordinances**, the Village Assessor, Finance Director/Treasurer, Building Inspector, Community Development/Zoning Administrator, Public Works Director, Fire Chief, Police Chief, and Court Clerk may also release records in their custody. Employees are prohibited from disclosing any confidential documents to a third party and shall refer all questions regarding requests for documents or information to the Village Clerk.

Employees are also prohibited from verbally disclosing confidential information to any third party or to a co-worker unless he or she has a specific need to know for job-related reasons. Employees are expected to use discretion in determining whether information is confidential, and should request clarification from the Village Clerk regarding the disclosure of possible confidential information. Examples of confidential information include:

- Any information discussed in a closed session meeting at the Village
- Any information relating to ongoing litigation
- Any information relating to possible contracts, or offers to purchase any real estate
- Any sensitive information relating to co-workers or candidates for employment
- Any other confidential information in the Village's possession, including but not limited to medical information, credit information, and social security numbers, etc

The Village maintains confidential employee personnel files. These files contain documentation regarding all aspects of employment, such as performance evaluations, benefit information, disciplinary actions, and letters of recommendation. Certain personnel records are, by law, not subject to inspection in most situations. Personnel files and records are the property of the Village and shall be maintained confidentially by designated staff including the Village Clerk, Police Chief, and Police and Fire Commission Clerk.

An employee may request to review his/her personnel records. Such a request will be conducted in the presence of the Village Administrator or his/her designee at a mutually convenient time. Employees are entitled to a copy of their personnel records.

During your employment, as well as subsequent to your employment, you will not disclose any confidential information or records to unauthorized individuals, within either the Village or others outside the Village. Any confidential documents you may have in your possession when your employment with the Village ends must be returned immediately.

Any current or former employee who discloses trade secrets which is defined as information, including a formula, pattern, compilation, program, device, method, technique, or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable through appropriate means by other persons who might obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Or any employee who discloses confidential business information, or confidential information concerning a citizen will be subject to disciplinary action up to and including termination of employment and/or legal action.

## CONFLICTS OF INTEREST

**2.4** The Village's policy is to conduct business ethically and to avoid conflicts of interest or even the appearance of such conflicts. Our employees have an equal obligation to avoid conflicts of interest.

Employees are expected to report conflicts of interest to their Department Head immediately upon discovery or suspicion of the conflict. Examples of conflicts of interest are listed below (but are not limited only to these items):

- You have an outside business that is a purchaser or supplier of goods or services to the Village
- You have an outside business involvement or employment which interferes with your ability to devote full attention to your responsibilities at the Village (ex. moonlighting)

Notify your Department Head immediately if these or similar situations happen in the course of your employment at the Village. Each situation will be reviewed on its merits, and you will be notified of decisions made or actions to be taken. Not reporting a real or potential conflict of interest is a serious matter and can be cause for discipline up to and including termination and legal action.

## EMPLOYMENT CATEGORIES

**2.5** Employees belong to one of the employment categories described below:

**Regular full-time** employees are regularly scheduled to work 32 or more hours per week. They are eligible for the full benefit package subject to the terms, conditions, and limitations of each benefit program as outlined in plan documents and benefit policies in the Employee Handbook or in an applicable collective bargaining agreement. If the employee is classified as FLSA nonexempt, the workweek will not exceed 40 hours unless overtime is required by the Supervisor.

**Regular part-time** employees are regularly scheduled to work less than 32 hours a week. Hours may vary widely from week to week, depending on the needs of the business at the time. Regular part-time employees are not eligible for the Village's benefits, other than those benefits that are designated in Section 3 of this employee handbook for Regular part-time employees. Part-time employees are eligible for legally mandated benefits.



**Temporary or Seasonal employees** are hired to work for a specified period of time such as during a particularly busy period, or for the summer. Hours may vary widely from week to week, depending on the needs of the Village at the time. Temporary employees are not eligible for the Village's benefits. Temporary or Seasonal employees are eligible for legally mandated benefits.

In addition to the categories outlined above, each job is designated as either **exempt** or **nonexempt** under the Federal Fair Labor Standards Act (FLSA) and State of Wisconsin Wage and Hour Laws.

**Exempt:** Employees in exempt positions are paid on a salary basis, are excluded from specific provisions of federal and state wage and hour laws, and are not eligible for overtime pay or compensatory time off.

**Nonexempt:** Employees in nonexempt jobs are paid on an hourly basis and are entitled to overtime pay or compensatory time off for hours worked in excess of 40 hours per week.

## ORIENTATION PERIOD

**2.6** The initial orientation period for every newly hired or recently promoted employee will be three months or as defined in a collective bargaining agreement. Each new or newly promoted employee will have a formal review after three months of employment or as defined in a collective bargaining agreement.

Upon completion of the orientation period, a new employee may be eligible for a salary adjustment based on his/her Supervisor's recommendation and with the approval of the Village Administrator. After successful completion of the orientation period, optional salary adjustments will follow guidelines set forth by the Village Board. After insufficient or inadequate completion of the orientation period, the employee may be discharged. If employee is a department head, the Village Administrator will recommend to the Village Board any disciplinary action he or she deems necessary to address any orientation period concerns. Any exception must be approved by the Village Board.

## HIRING

**2.7** The Village will select the candidate it determines is the most qualified applicant for any position. All vacant positions will be posted both internally and externally until the position is filled or there is no longer a need for the position to be filled. The Village will consider all candidates who have applied for the vacant position based upon their qualifications for the job for which they have applied. Consideration will include an employee's skill set, education, related experience, knowledge, interpersonal skills, and ability to efficiently and effectively perform the functions of the open position.

# OUTSIDE EMPLOYMENT

**2.8** Regular full-time Village employees may not engage in outside employment without first providing written notification to their Department Head.

The Village will generally permit employees to engage in outside employment so long as, in the opinion of the Village Administrator and the Department Head, the outside work would not affect the quality or quantity of the employee's work for the Village, prevent the employee from devoting his/her primary interest to the accomplishment of his/her work for the Village, 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 Village. Employees are prohibited from entering into any arrangement that involves the performance of services while on Village time or while using Village equipment. No employee shall receive compensation other than from the Village for the performance of services while on Village time.

# ATTENDANCE AND PUNCTUALITY

**2.9** Our successful operation depends on the regular attendance of each of our employees. Your job is important; we need you to be reliable and punctual in reporting for scheduled work.

Unscheduled absenteeism and tardiness, whatever their causes, are disruptive and place a burden on your fellow employees and our customers. It also makes it difficult for us to operate efficiently.

If you will be unavoidably late to work or absent, please contact your Department Head as soon as you know you will be late or absent for your scheduled starting time. Check with your Department Head when you arrive and record the time you actually start working on your time sheet. If you will be absent, make sure your Department Head knows about any customer(s) you are currently working with and what other work needs to be taken care of during your absence.

Please contact us each day you will not be able to work. We may require a doctor's note for absences of two or more consecutive days.

Poor attendance and excessive tardiness will have a negative impact on your performance evaluation and on consideration for pay increases and promotions and may result in disciplinary action, up to and including termination.

Any employee who does not report to work and does not notify us within 3 working days after the start of his/her scheduled shift will be considered to have voluntarily terminated his or her employment with us.

# HOURS OF WORK

**2.10** Individual employee work hours may vary based on scheduling needs and services provided. Your Department Head will tell you when your work schedule will normally begin and end.

A workday will include two fifteen (15) minute paid rest breaks and a thirty (30) minute unpaid lunch break for each regular full-time non-exempt employee who works at least eight (8) hours a day. Lunch and rest break schedules will be set by your immediate Supervisor and may differ by department. Skipping paid rest breaks will not shorten your workday. Unpaid lunch breaks must be documented on employee time sheets.

You must “clock out” by indicating on your time sheet that you are taking an unpaid lunch period any time you leave the Village premises or work site for personal reasons and must then “clock in” upon return. You must make arrangements with your supervisor before taking a nonscheduled break.

Due to the nature of Village services, the normal workday and operating schedule may vary considerably from department to department. The Village retains the right to restructure an employee’s workday or work schedule for the purpose of promoting efficient operations and a high level of customer service.

The Municipal Center will typically be open and available to residents from 8 a.m. to 4:30 p.m. daily and personnel will be scheduled to cover those hours. Except in unavoidable circumstances, at least one Department Head or the Administrator must be present in the Municipal Center during normal business hours.

# PERSONAL DATA CHANGES

**2.11** It is your responsibility to notify the Village Clerk of any changes in personal information. If any of the following information changes, please report it to the Village Clerk within thirty (30) days of change:

- Name
- Home Mailing Address
- Telephone Number
- Marital Status
- Number and Names of Dependents
- Number of Tax Exemptions
- Insurance Classification
- Emergency Contacts
- Educational Accomplishments
- Beneficiary Changes

Please don’t assume that we “just know” when these changes occur. Failure to keep us advised of personal data changes may have a significant impact on your benefits and our ability to contact you or a family member in the event of an emergency.

# EMPLOYEE BENEFITS

## OVERVIEW

**3.1** The benefit information contained in this handbook is limited. Many of your benefits are based on legal documents and contracts that you may examine at your convenience. If you have a question or encounter a situation that is not covered within this document, refer to your official benefit plan document or, if you need individual help, contact the Village Clerk.

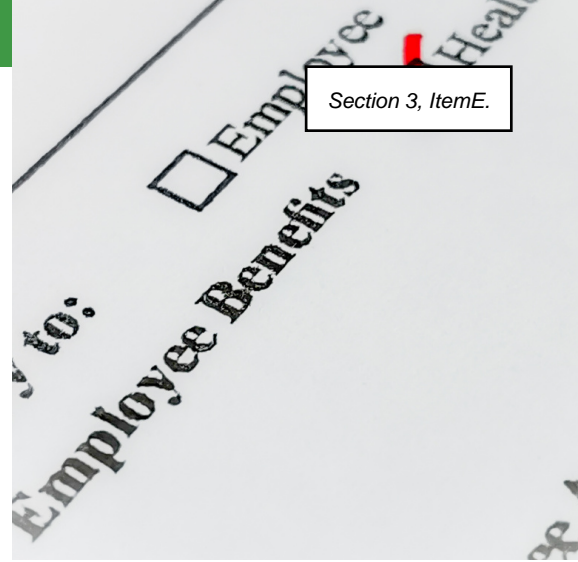
Where there is any conflict regarding benefits, the provisions of an applicable labor agreement between the Village and a certified collective bargaining unit supersede the terms of this Employee Handbook. You should understand that in-force labor agreements, plan contracts, and other legal documents, **NOT THIS HANDBOOK**, govern your benefits.

We reserve the right to change, add, eliminate, or modify any employee benefits unless the benefits are specifically defined by your labor agreement. Employees will be notified of such changes.

## FAMILY AND MEDICAL LEAVE

**3.2** Our policy is to provide family and medical leave as required by federal and Wisconsin law. You must be employed at least 52 consecutive weeks and have worked for at least 1,000 hours during those 52 weeks in order to be eligible for family and/or medical leave under Wisconsin law. If eligible under Federal and Wisconsin law, you may take up to 12 weeks unpaid leave within a 12-month period for:

- The birth or placement of a child for adoption or foster care (up to 6 weeks under Wisconsin FMLA; up to 12 weeks under federal FMLA)
- Caring for a spouse, child, or parent (but under federal law, not a parent-in-law) with a serious health condition (up to 2 weeks under Wisconsin law; up to 12 weeks under federal law); and
- Your own serious health condition that renders you unable to perform your job (up to 2 weeks under Wisconsin law; up to 12 weeks under federal law).



The Village will calculate FMLA leave on a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave.

If you wish to take family and/or medical leave, we must receive reasonable advance notice of the leave. We require certification from a health care provider if you request family leave to care for a child, spouse, or parent with a serious health condition, or if you request medical leave. We may also require a second opinion which shall be paid at the Village’s expense as well as reasonable out of pocket travel expenses or, if the first two opinions differ, a third opinion as well as reasonable out of pocket travel expenses, at our expense, from a health care provider.

Any group insurance to which you are entitled will be maintained during your leave as required by the law, provided that you continue to make any premium contributions as required by our insurance plans. Failure to pay the required premium contribution within 30 days of the premium’s due date may result in cancellation of your insurance coverages. If you fail to return to work after your FMLA leave, we may recover premiums from you that were paid by the Village to maintain your insurance coverage. Additional information regarding the requirements/provisions relating to group insurance during the period of a leave may be obtained from the Village Clerk.

While you are out on a FMLA leave, you are allowed to use all accrued unused vacation and sick time off.

You will be returned to the employment position you held immediately prior to the leave if that position is vacant or you will be placed in an equivalent position. If your reason for FMLA leave was your own serious health condition, you will be required to present a fitness-for-duty certification from your health care provider before returning to work.

Failure to return to work after the expiration of your leave period will be considered voluntary termination of employment on your part, unless you are on an extended leave of absence that has been approved in writing.

Employees may also be eligible for leave time related to military situations in order to care for an injured or ill service member (up to 26 weeks under federal law) or for a qualifying need for employees whose family members are on active duty (up to 12 weeks under federal law). Please see the Village Clerk for details.

Our policy is to comply with applicable provisions of both the Federal and Wisconsin Family and Medical Leave Acts. Because these laws are complex and can be quite confusing, please check with the Village Clerk if you would like more information.



# PERSONAL HEALTH INFORMATION

**3.3** To administer certain benefit programs, the Village may need to handle statements or receipts that contain employee's limited personal health information. We understand the sensitivity of the nature of this information and respect the privacy of our employees. The Village of Kronenwetter will use this information for administrative purposes only. Personal health information will be kept in a secure location separate from the employee's personnel files.

The Village of Kronenwetter will consider any breaches in the privacy and confidentiality of personal health information to be serious and disciplinary action will be taken, up to and including termination. If you have any concerns regarding the handling of your personal health information, please bring this to the attention of the Village Administrator.

# WORKERS' COMPENSATION INSURANCE

**3.4** We provide a workers' compensation insurance benefit as required by state law. This benefit covers almost all injuries or illnesses sustained in the course of your employment that require medical, surgical, or hospital treatment. FMLA may run concurrently with time off under Workers' Compensation. Workers' compensation insurance provides partial income replacement benefits after a short waiting period, or immediately if you are hospitalized.

If you sustain a work-related injury or illness, you must inform your Supervisor or the Village Clerk immediately or as soon as discovered, no matter how minor an on-the-job injury may appear. Failure to do so may result in disciplinary action up to and including termination of employment.

# HOLIDAYS

**3.5** The Kronenwetter Municipal Center is closed on the following holidays that are paid holidays for full-time regular employees:

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

When a recognized official holiday falls on a Sunday, the following Monday is recognized as the paid observed holiday. If a holiday falls on a Saturday, the Friday preceding will be the paid observed holiday.

If there are any unique calendar circumstances during a particular year, the Village Administrator will make the final determination as to when the Village will observe the holiday.

If a paid holiday falls during your scheduled vacation period, holiday pay will be provided, and you will still have the vacation day to use.

Holiday pay will not be paid if an employee is absent the scheduled day before or scheduled day after the holiday.

Holiday pay is calculated based on your regular rate of pay. These hours are not counted as hours worked for the purposes of calculating overtime. Employees on approved leaves of absence are not eligible for holiday pay.

## FLOATING HOLIDAYS

**3.6** In addition to the official Village holidays listed above, all full-time regular employees of the Village will receive twenty-four (24) paid hours off for each continuous twelve (12) month period worked.

Floating holidays will not carry over or be eligible for cash out. While floating holiday hours may be used for any purpose, the employee's scheduling of these hours must be approved by the employee's Supervisor.

Floating holiday hours leave may be used in thirty (30) minute increments.

Upon termination of employment, employees will not be paid the balance of unused floating holiday time.



# VACATION

**3.7** Vacation time off with pay is available to all regular full-time employees who have completed three (3) full months of service unless otherwise defined in an applicable labor agreement.

Regular full-time employees earn paid vacation time based on their employee service tier as outlined below or as outlined in an applicable labor agreement:

Employee Service Tier	Paid Vacation Time
One-year of experience	10 days (80 hours)
2-5 years of experience	15 days (120 hours)
6-10 years of experience	20 days (160 hours)
11-15 years of experience	25 days (200 hours)
16-20 years of experience	30 days (240 hours)
20+ years of experience	35 days (280 hours)

## VACATION LEAVE ACCURAL RATES

Full-time Employees	Vacation Earned per Pay Period
One-year of service	3.08 hours for 25 pay periods 3 hours for pay period 26
2-5 years of service	4.62 hours for 25 pay periods 4.5 hours for pay period 26
6-10 years of service	6.16 hours for 25 pay periods 6 hours for pay period 26
11-15 years of service	7.7 hours for 25 pay periods 7.5 hours for pay period 26
16-20 years of service	9.23 hours for 25 pay periods 9.25 hours for pay period 26
20+ years of service	10.77 hours for 25 pay periods 10.75 hours for pay period 26

## SCHEDULING OF VACATION LEAVE

Vacation leave may be used in thirty (30) minute increments.

Upon successful completion of the employee's orientation period, vacation will accrue bi-weekly at a rate associated with the employee's service tier. Approval/denial for the requested vacation leave will be determined by the department head/designee with regard to the needs of the Village.

Employees should consider cyclical workloads that may be unique to their responsibilities and avoid scheduling their vacations at those times.

An employee who resigns with appropriate notice or is terminated for any reason other than for cause, will receive a lump-sum payment.

## VACATION LEAVE CEILINGS

Employees may elect to carry over up to three-hundred-twenty (320) hours of unused vacation time into the next calendar year.

## "USE OR LOSE" VACATION LEAVE

"Use or lose" vacation leave is vacation leave that is in excess of the employee's applicable vacation leave ceiling. Any accrued vacation leave in excess of the ceiling will be forfeited if not used by the final day of the leave year.

Vacation time up to forty (40) hours may be cashed out. The employee must submit a request for the cash out to the Village Clerk via REQUEST FOR VACATION TIME PAY OUT form (See Appendix Four) between December 1 and December 15 and you will receive the cash out on the first check in January of the following year.

## VACATION LEAVE YEAR BEGINNING AND ENDING DATES

A leave year begins on the first day of the first full biweekly pay period in a calendar year and ends on the day immediately before the first day of the first full biweekly pay period in the following calendar year.

## FRONT LOADED UNEARNED VACATION

In some instances, the Village may offer new employees front loaded unearned vacation time for use during their first year of employment as a hiring incentive. The use of this time falls under the same guidelines as **Section 3.7 Vacation Time**. Front loaded vacation time is "use or lose" and must be used within 455 days of the employee start date and is not eligible to roll over after the 455 days and cannot be cashed out at any time.



# SICK LEAVE

**3.8** Sick leave may be used for the purpose of providing an employee protection against loss of pay due to illness or injury. Sick leave may not be converted into any other form of compensation except upon death, permanent disability, or retirement. Retirement shall be as defined by current Wisconsin Department of Employee Trust Funds policies. Sick leave may not be considered a benefit or a right which an employee may use at his/her discretion but may be allowed only in case of necessity and actual sickness, to attend a medical, or dental appointment, disability, or medical absence of the employee and his/her immediate family as defined by the Family Medical Leave Act.

Sick leave may be used in thirty (30) minute increments.

Regular full-time employees are eligible to accumulate sick leave at the rate of eight hours per month (maximum 12 days per year) up to a total of one thousand eighty (1080) hours.

Sick leave may not be accumulated during any period an employee is laid off or on an unpaid leave of absence.

An employee anticipating the use of accrued sick leave must report the reason for his/her absence from duty to his/her Supervisor. During any period of illness or injury, an employee must provide daily communication to his/her Supervisor notifying the Supervisor of the status of their condition. If an employee will be absent for an extended period, she/he must provide notice to his/her Supervisor. A doctor's note may be required for illnesses of two or more consecutive days.

Employees who abuse sick leave benefits may be subject to discipline by the Department Head or Village Administrator, up to and including termination of employment.

Sick leave may be used for absence due to a work-related injury for which compensation is provided under the Workers' Compensation Act.

In cases where Worker's Compensation is paid after an employee's accrued sick leave or other forms of compensated leave are used, that sick leave will be credited back to the employee.

If an employee's illness or period of recovery exceeds the amount of accrued sick leave, the employee may use accrued vacation leave, unused floating holidays, or with the approval of the Village Administrator, be placed on a leave of absence without pay.



# LEAVE OF ABSENCE

**3.9** We recognize that circumstances may arise that require time off beyond that which is available as vacation, short-term disability, or family and medical leave [per guidelines in the *Family and Medical Leave Act (FMLA Section 3.2)*]. Any request for a leave of absence without pay must be submitted in writing to the Department Head and will be reviewed by the Administrator on a case-by-case basis. The employee ordinarily must provide 30 days advance notice when the leave is “foreseeable”.

A leave of absence may be granted only if you will or have already exhausted all accumulated compensatory time if applicable, earned vacation, personal holidays, and sick leave, as applicable.

Employees who wish to continue to be covered by Village medical insurance while on a leave of absence without pay are responsible for and must make suitable arrangements for payment of 100% of premiums for continuation of health and welfare premiums before the leave may be approved. Employer may terminate health and welfare insurance coverage after 30 days of premium non-payment by employee. Arrangements must also be made for the continuation of all other employee payroll deductions before unpaid leave of absence is approved.

For a leave of absence other than military or family/medical leave, the Village will attempt to either hold a job open or fill a job with a limited-term (temporary) employee but cannot guarantee success.

Failure of an employee on unpaid leave of absence to report for work within three (3) working days of the conclusion of the leave may be considered a formal resignation by that employee.

# BEREAVEMENT LEAVE

**3.10** With Department Head approval, all regular full-time employees who have successfully completed 30 days of continuous employment will receive three (3) days off with regular straight time pay, not to exceed eight hours per day, for the death of their spouse, child, grandchild, stepchild, parents, stepparents, spouse’s parents, brothers, sisters, step-siblings, or any person who has resided with the employee immediately preceding the person’s death.

One day of straight time pay may be paid for time off at the time of the death of a son/daughter-in-law, brother/sister-in-law, niece, nephew, grandparents, grandmother/grandfather-in-law, aunt, or uncle with the Department Head approval. The day granted will be the day of the funeral and pay may not exceed eight hours of straight time pay or the number of regularly scheduled hours if less than eight.

Additional leave may be granted by the Department Head. These additional leave days will be deducted from the employee's accrued vacation time, or floating holiday time.

In the case of the death of a Village employee, employees may be granted up to eight (8) hours of time off with pay in order to attend the visitation and/or funeral of a co-worker if scheduling can be arranged by Department Head without negatively impacting customer service.

## JURY DUTY

**3.11** It is your civic duty as a citizen to report for jury duty whenever called. Please notify your Department Head if you are called for jury duty.

The Village will permit you to take the necessary time off for jury services. To help you avoid any financial loss because of such service, the Village will reimburse you for the difference between your jury pay and your regular pay, not to exceed eight (8) hours per day, for a maximum of five (5) business days. Employees who are excused from court prior to the end of a business day are required to contact their Department Head and return to work that day if the Department Head determines that there is sufficient time remaining within the normal work period. On any day or half-day on which you are not required to serve, you will be expected to return to work.

In order to receive jury duty pay, you must present a court-issued statement of jury service and pay to your Department Head.

This policy does not in any way apply when the employee appears in court as a defendant or when legal actions are initiated by the employee for any reason.

## MILITARY LEAVE

**3.12** The Village will provide unpaid military leave to employees in accordance with federal and state laws including the *Uniformed Services Employment and Reemployment Rights Act (USERRA)*. For details, please contact the Village Clerk.



# HEALTH INSURANCE

**3.13** The Village currently offers health insurance coverage through one of several insurance programs which are listed in Appendix 4 of this handbook. The Village Administrator will notify employees of their required premium contribution upon the Village Board's approval of such.

A summary description of this plan is provided to you when you become enrolled. The actual plan document is on file at the Village Clerk's office. Please contact the Village Clerk if you would like to review it or if you have questions or need additional information.

The Village has an insurance opt-out policy, *HR-014 Insurance Opt-Out Policy* listed in Appendix One.

# HEALTH SAVINGS ACCOUNT

**3.14** The HSA program is defined in Appendix One (page 70) at the back of this booklet.

# DENTAL INSURANCE

**3.15** The Village currently offers dental insurance coverage through one of several insurance programs. The Village Administrator will notify employees of their required premium contribution upon the Village Board's approval of the annual budget. A summary description of this plan is provided to you when you become enrolled. The actual plan document is on file at the Village. Please contact the Village Clerk if you would like to review it or if you have questions or need additional information.

# LIFE INSURANCE

**3.16** The Village currently offers term life insurance coverage through one of several insurance programs depending on applicable labor agreements. The Village Administrator will notify employees of their required premium contribution upon the Village Board's approval of the annual budget.

A summary description of this plan is provided to you when you become enrolled. The actual plan document is on file at the Village. Please contact the Village Clerk if you would like to review it or if you have questions or need additional information.

## CONTINUATION OF COVERAGE (COBRA)

**3.17** The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their dependents the opportunity to continue certain insurance coverages under the Village's policies when an event results in the loss of coverage.

Some common qualifying events are reduction in hours, termination of employment (except gross misconduct), death of an employee, a leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or dependent pays the full cost of coverage at the Village's group rates. A General Notice describing COBRA rights will be provided to employees upon meeting benefit eligibility. The notice contains important information about the employee's rights and obligations.

Please Note: Employees and/or beneficiaries are required to notify the Village Clerk for events the Village would not otherwise be able to know (divorce, dependent eligibility, disability, or second events). Failure to properly notify the Village Clerk may result in loss of the individual's eligibility for continuation of coverage or may result in the Village's recovery of employer-paid premium from the employee.

## RETIREMENT CONTRIBUTION

**3.18** The Village participates in the Wisconsin State Retirement System (WRS). The amount of required employer and required employee contributions for non-public-safety full-time employees is established on an annual basis by the Wisconsin Department of Employee Trust Funds (DETF). As a participating employer, the Village pays the Employer's required share of contributions for each eligible employee as defined by DETF. Employees will be required to make his or her full share WRS contribution, unless detailed in his or her employment agreement.

DETF also defines the required employer and employee retirement contributions for public safety employees; the public safety employee's share of the contribution rate is defined in applicable labor agreements.

# SHORT TERM DISABILITY LEAVE

**3.19** If the employee is covered by a short-term disability plan, the Village will continue to pay the Village share for insurance (health, dental, life) for a maximum period of three (3) months during an employee's disability leave providing that the employee is under the continued care of a physician who attests to the disability. The Village will not contribute to an employee's Health Savings Account (HSA) during any disability leave. Employees on disability leave for longer than three (3) months who wish to be covered under Village health and welfare insurance must pay the full cost of the insurance premiums during the rest of the disability leave for a maximum of thirty (30) months. Employees on permanent disability who are eligible for Medicare may only retain Village insurance at the employee's full cost for a maximum of thirty (30) months.

Employees on disability leave will not accrue vacation time, floating vacation time, or sick leave while on such leave.

## RETIREE BENEFITS

### 3.20.1 PENSION FUNDS

All regular full-time and part-time employees who are eligible for participation as defined by the *Wisconsin Department of Employee Trust Funds (DETF)* are considered to be participants in the Wisconsin Retirement System. To receive pension benefits available under this program, employees should contact DETF for additional information. Forms must be submitted to the Village upon resignation or termination of employment.

This Employee Handbook and all Village policies refer to retirement as it is defined by the Wisconsin Department of Employee Trust Funds at the time of employee separation from employment.

### 3.20.2 EARNED UNUSED SICK LEAVE

Employees hired before January 1, 2008, who terminate service due to retirement, death, or permanent disability shall be credited with all of their earned and unused accumulated sick leave time at the time of termination to be paid to the employee.

Employees hired on or after January 1, 2008 who terminate service due to retirement, death, or permanent disability shall be credited with one-half of their earned and unused accumulated sick leave at the time of termination to be paid to the employee.

The sick leave credit shall be calculated at the rate of pay in effect when the employee's employment terminates.

In the event of termination due to the death of the employee, the payment shall be made to the employee's designee. See **Appendix 9.0 for Unused Sick Leave Designee Appointment Form.**

## EMPLOYEE TRAINING, EDUCATION, AND CONFERENCES

**3.21** The Village of Kronenwetter encourages professional development and ongoing training. As such, regular full-time, part-time employees, and occasional employees **may** be granted time off for the purposes of engaging in officially sanctioned and approved training, conferences, and meetings. Leave with pay and reimbursement for associated expenses will only be granted subject to **Policy HR-003 Employee Training, Education, and Conferences**, which can be found in Appendix One at the back of this book.

## UNIFORMS

**3.22** The Village will furnish, at no cost to Department of Public Works employees, coveralls, uniform shirts and pants, and jackets in reasonable quantities to perform assigned duties. Additionally, the Village shall reimburse each Department of Public Works employee, upon presentation of original receipts, per the payment schedule detailed in Appendix Two at the back of this book, for the purchase of safety related and winter clothing to be used on the job. Public Works employees are expected to wear uniforms at all times and to keep them reasonably clean and in good condition.

The Director of Public Works will determine all uniform requirements for public works employees.

The Village will offer regular full-time office employees a stipend that is detailed in the payment schedule defined in Appendix Two each calendar year towards the purchase of appropriate business or semi-business attire that is a Village logo apparel item(s) of the employee's choice.

## INFLUENZA IMMUNIZATIONS

**3.23** The Village provides flu shots for all regular full-time employees desiring immunization. The Village's Occupational Health agency provides the current flu vaccine on-site each autumn.

## ADDITIONAL BENEFITS

**3.24** For more information and detailed literature on the Village's benefit package, please consult with the Administrator or Village Clerk. The Village reserves the right to modify, deviate from, or terminate any benefit program as it deems appropriate unless the benefit is specified within a labor agreement.



# TIMEKEEPING

## AND PAYROLL

### TIMEKEEPING

**4.1** Federal and state laws require that we keep an accurate record of time worked by our employees. All the time you actually spend on the job performing assigned duties or other work-related projects is considered to be time worked. Employees must accurately record their:

- Beginning and ending work time
- Beginning and ending time of any split shifts or other personal departures from work
- Use of approved time off (vacation, holiday, bereavement, etc.)

Time sheets are provided for our employees to record work time and any paid or unpaid absences from work. Timekeeping rules are as follows:

- You may record only your own time worked. Tampering, altering, or falsifying time records or recording time on another employee's time sheet is not allowed and may result in disciplinary action up to and including termination.
- If you are late to work, record the time you actually started work. Lateness will be reflected in your paycheck, so it pays to be on time to work. Excessive tardiness is cause for disciplinary action.

Employees are required to sign their time sheet and forward to their Supervisor before leaving work on the last day of the pay period. Your Supervisor will review and sign your time records before they are processed for payroll.



# PAYDAYS

**4.2** Employees will be paid bi-weekly. Payments will not be issued early. The workweek begins on Sunday and ends on Saturday. The Village retains the right to modify these work weeks.

# PAYROLL DEDUCTIONS

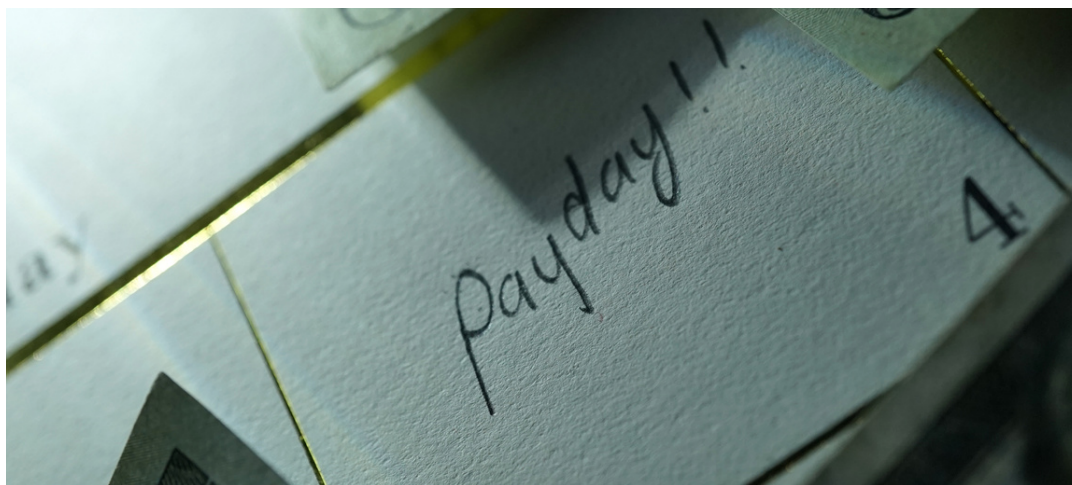
**4.3** Federal, state, and local income taxes and social security payments, all required by law, are deducted from your weekly earnings. Occasionally, these deductions may change because they are affected by changes in the amount you earn, by legislation, and by the number of dependents you declare. Also, additional deductions you have authorized the Village to make or that we are required to make (i.e., garnishments, child support) will be automatically deducted from your paycheck.

# WORK SCHEDULES

**4.4** Unless otherwise prescribed in an applicable employee labor agreement, Department Heads are responsible for setting employee work schedules that best meet the needs of the department and the overall needs of the Village.

# OUT OF CLASSIFICATION WORK

**4.5** Hourly employees who are temporarily assigned by the Supervisor, Department Head, or Village Administrator to perform the duties defined in a higher-rated position for four (4) hours or more shall receive the higher hourly rate of pay for actual time worked in the higher-rated position.



# OVERTIME

**4.6** The Village has the right and responsibility to schedule overtime work as required. It is the nature of municipal service that emergencies and other conditions will occasionally exist that require overtime by employees. Therefore, an employee may not consistently refuse overtime assignments.

The Village recognizes that employees may have personal obligations from time to time that prevent them from accepting overtime assignments. However, personal obligations must be balanced with the obligation for service to the Village. Consistent or improper refusal of overtime assignments will be grounds for disciplinary action.

All overtime work must have prior authorization from the Department Head or, if that's not possible, must be approved by another Department Head or the Administrator.

All overtime for nonexempt employees will be paid at one and one-half times an employee's regular hourly rate of pay for all hours worked in excess of forty (40) in a work week unless an applicable labor agreement includes other provisions. Only actual hours worked will be counted for the purpose of calculating overtime payment.

Sick leave, vacation, floating holidays, and any other compensated hours that are not worked will not be considered as hours worked for the purpose of calculating scheduled overtime payment. Department Heads or the Administrator may adjust employee schedules within any workweek in order to minimize the budgetary impact of overtime. To the greatest extent possible, the Department Head will inform employees of adjustments to their work hours as soon as possible following events that could result in overtime in any week.

# COMPENSATORY TIME

**4.7** Overtime compensation for some non-exempt employees may be made through the use of compensatory time upon the approval of the Department Head or as described in an applicable labor agreement. If allowed, compensatory time will accrue at the same rate as overtime.

No employee will be allowed to accumulate more than eighty (80) hours of compensatory time unless otherwise specified in an applicable labor agreement. If an employee accumulates eighty (80) hours of compensatory time, all future overtime will be paid in the pay period during which the employee incurs overtime. An employee who retires, resigns or is terminated will not receive payment for accumulated unused compensatory time.

# WORK WEEK AND PREMIUM PAY

**4.8** On-call - If a regular non-exempt full-time employee is called in to work outside of their regular schedule the employee will be paid a stipend equal to forty-five dollars (\$45.00) in addition to time and one-half pay for hours actually worked.

# PERFORMANCE REVIEWS

**4.9** The Village's performance appraisal system includes a written evaluation of each regular fulltime employee's job performance. It may include, but is not limited to, the Supervisor's comments and recommendations, action plan for both the employee and Supervisor, and performance goals for the next evaluation period.

Performance appraisals should be completed after the first ninety (90) days of the orientation period for new regular full-time employees, on an annual basis prior to consideration of any compensation adjustment, and at such other times as deemed appropriate by the regular full time employee's Supervisor.

Information derived from your performance review may be considered when making decisions affecting such issues as an employee's training needs and opportunities, salary adjustments, reclassification, promotion, demotion, transfer, or continued employment.

# PAY REVIEWS

**4.10** Unless otherwise defined in an applicable labor agreement, individual pay adjustments are generally based on the results of your performance evaluations. However, please be aware that although your pay will be reviewed regularly, it does not mean you can expect to be granted a pay increase each time. We do not give "general" or "cost of living" increases. Raises are also dependent on a number of other factors such as budgetary considerations, economic conditions, industry trends, and the value of the job you perform for the Village and in our labor market.

# LAYOFFS

**4.11** The Administrator or the Department Head, within the provisions of an applicable labor agreement, may layoff an employee when it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the duties of the organization, or for other related reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee. The duties performed by the laid off employee may be reassigned to other employees.

No temporary or permanent separation of an employee from Village service as a penalty or disciplinary action may be considered as a layoff. When conditions permit, employees on layoff status may be considered for reinstatement. Employees who are laid off for more than twelve (12) months will no longer be eligible for reinstatement.

# EMPLOYEE CONDUCT



# SAFETY AND SECURITY

**5.1** Regardless of the demands of the work, you are expected to take the time to do it in a safe and secure manner. Safety and security are fundamental principles of the daily approach we take to our jobs. They are to be kept in mind in everything you do. If you sustain a work-related injury or illness, you must immediately inform your Department Head or the Village Clerk if your Department Head is unavailable no matter how minor an on-the-job injury may appear.

We are truly concerned about the health and welfare of each of our employees. Your safety and security are of paramount importance to us. We are committed to making every practical effort to provide you with a safe workplace. We ask each of you to accept responsibility in helping to prevent accidents or breaks in security.

No employee shall be required or allowed to use equipment that is not safe, mechanically sound, and properly equipped to conform to all Village, state, and federal regulations.

All defects in equipment, especially those that may impact the safety and performance of personnel, must be reported to the Department Head or Supervisor as soon as observed and use shall be discontinued as soon as possible.



No charge shall be made against an employee for damage to equipment except in the case of gross negligence or intentional damage in accordance with State statutes. The Village expects all employees to exercise reasonable care in the use of all Village equipment.

All time spent by an employee in the service and maintenance of Village equipment shall be paid time.

## EMPLOYEE COMPLAINTS

**4.11** The Village will attempt to handle personnel complaints and disciplinary matters promptly and fairly. Employees who feel that they have a legitimate concern regarding any aspect of employment with the Village should discuss the matter with his/her Department Head. If any employee feels that his/her Department Head has not satisfactorily addressed the issue, he/she may contact the Village Administrator. Complaints are to be handled in accordance with **Policy HR-002 Problem Resolution** which can be found in Appendix 1 of this booklet.

Discussion of personal employment concerns at any time with any customer, including but not limited to residents and vendors, is cause for disciplinary action up to and including discharge.

## DRUG AND ALCOHOL USE

**5.2** It is the policy of the Village to provide a drug free, healthy and safe environment for its employees. The Village recognizes that the use of alcohol and/or drugs in the workplace can threaten the safety of the work environment and interfere with the operation of the organization.

The manufacture, distribution, dispensation, sale, possession or use of alcohol or controlled substances is prohibited in the workplace and/or while conducting Village business away from the workplace. The only exception to this policy is the possession of drugs or alcohol by a Police Officer as required in the conduct of his/her official duties.

Employees are prohibited from coming to work under the influence of alcohol or illegal drugs. The Village's policy prohibiting the use or possession of a controlled substance does not apply if the controlled substance is being used pursuant to a valid current prescription for the employee issued by a medical practitioner while acting in the course of the practitioner's professional practice, or pursuant to other uses authorized by law, provided that such controlled substance is used by the employee at the prescribed or authorized dosage level, and such level is consistent with the safe performance of the employee's duties. Employees who must use a prescription drug that causes or may cause adverse side effects (e.g., drowsiness, impaired reflexes, or reaction time) shall inform the Department Head or the Village Administrator of the possible adverse effects of the drug and expected duration of use. The Department Head or the Village Administrator may grant such employees sick leave or temporarily assign them to different duties.



# WORKPLACE VIOLENCE PREVENTION

**5.4** The Village prohibits any behavior that could be construed as threatening, aggressive, confrontational, or violent. Employees are prohibited from carrying weapons, including properly licensed concealed carry weapons, on Village premises or during Village work activities except as specifically allowed by State law or if possessed by Police Officers in the normal course of their jobs. To that end, the Village reserves the right to require any employee, upon request, to submit to a search of personal effects.

Employees shall immediately warn the Village Administrator or, in his/her absence, the Chief of Police, of any potentially dangerous or suspicious workplace activity, situations or incidents that they either observe or are aware of that involve other employees, volunteers, visitors or outsiders who appear threatening. The Village Administrator shall conduct a confidential investigation of all reports of violence. Employees other than sworn police officers who confront or encounter an armed, violent, or dangerous person should not attempt to challenge or disarm the individual.

Any employee who violates this policy shall be subject to disciplinary action, up to and including termination. Violations of this policy by employees, visitors, volunteers or outsiders may be reported to local law enforcement personnel. Such individuals may be prosecuted to the maximum extent of the law. Employees will not be retaliated against for making good faith reports under this policy.

## MEDIA RELATIONS

**5.5** The Village believes in cooperating with the media (radio, television, newspapers, etc.) whenever possible. The Village Administrator is the Public Information Officer for the Village. If he/she is not available in a reasonable amount of time, then the Village President, Department Head, or their designees will be the spokesperson for their respective departments, giving the media information and aid that the Department Head feels is appropriate.

Employees shall refrain from discussing in a public forum, or for publication, matters pertaining to Village procedures or policies without prior approval of the Village Administrator. Requests for information under the Wisconsin Public Records laws must be referred to the Village Clerk.



## POLITICAL ACTIVITY

**5.6** The Village does not prohibit employees from exercising their political rights to engage in political activities, including the right to petition, make speeches, campaign door-to-door, and to run for public office, providing the employee does not use his/her position within the Village to coerce or influence others and does not engage in these activities while on duty at work. Employees are prohibited from using Village supplies, equipment, or materials for political purposes. Wearing campaign buttons while in the work place is an example of a prohibited activity. Employees that run for the Village Board, and are elected, are considered to have tendered their resignation when they are sworn into office from their Village employment.

## SMOKING/TOBACCO USE

**5.7** The Village provides a smoke free environment for its employees. Smoking and smokeless tobacco are prohibited in Village-owned facilities, properties, and vehicles, and while conducting Village business off-site.

## NEPOTISM

**5.8** Unless specifically permitted by the Village Board, the Village Administrator and Department Heads are prohibited from hiring a person related to them to work in a position they will supervise. The only exceptions are for occasional, temporary or seasonal employees if approved by the Village Administrator or by the Police and Fire Commission for Public Safety Employees. A related person means spouse, parent, child, sibling, uncle, aunt, nephew, niece, grandparent, grandchild, father/mother-in-law, sister/brother-in-law, stepchild, stepparent, stepsibling, or any person sharing a residence with the employee.

When a member of the Village Board is related to a Village employee, it is the Board member's responsibility to avoid any conflicts of interest in terms of employment or compensation issues as required by state law. This does not preclude the Village Board member from voting on any other matter concerning the related-employee's department. In addition, the Village Board should avoid appointing any individual to a Commission or Committee that typically holds responsibility for a particular department's functions if the prospective appointee is related to a Village employee who works in that department.

# SUPERVISOR/EMPLOYEE RELATIONSHIP

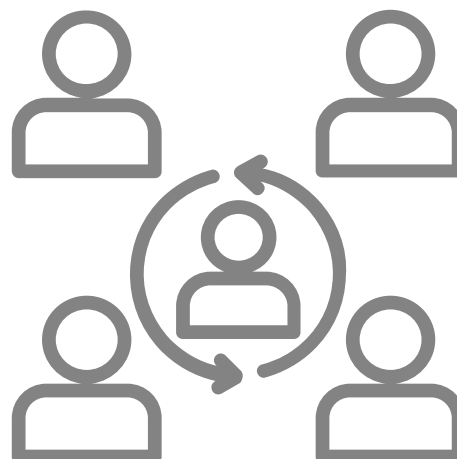
**5.9** All management personnel are prohibited from having/initiating romantic and/or sexual relationships with employees under their supervision. Perceived violations of this policy shall be brought to the attention of the Village Administrator. If the Village Administrator is involved, the perceived violation shall be brought to the Village President. Management personnel found to have violated this policy shall be subjected to disciplinary action including the possibility of discharge.

Other personal relationships may be of concern to the Village. They may involve close social friendships, family relationships (parent, child, spouse, sibling, in-law, cousin, aunt, or uncle), personal business or financial involvements, or other personal connections that could affect decision-making or create a conflict of interest.

The Village realizes that developing personal relationships with coworkers is something that can and sometimes does happen in the workplace. While the Village does not wish to ban all such relationships outright, the manner in which employees conduct themselves at work is subject to Village policies and procedures. Coworkers who are engaged in a relationship should refrain from personal conduct that creates tension with coworkers or causes other employees to feel uncomfortable or offended. This restriction applies to conduct while on Village premises or while conducting Village business off premises.

If a conflict of interest is present in a relationship, the Village will endeavor to find a solution to eliminate the conflict of interest so that one person is no longer able to unduly influence or favor the other or so that co-workers are not affected negatively by the relationship. Such solution may require one of the pair to resign, to be re-assigned, or to be terminated.

In the case where two employees are related to each other, and one supervises the other, then the Village Administrator must sign the time-card of the employee who is being supervised. In no case shall the Village Administrator supervise an employee related to him or her, and if through marriage this should occur, then the supervised employee shall be required to resign.



# USE OF VEHICLES

**5.10** On occasion, you may be asked to use your personal vehicle for Village business. We require that you be insurable before driving any vehicle on the Village business. We require that you carry liability insurance for your personal vehicle if it is driven for Village business. If you are in an accident with your vehicle while on Village business, your insurance is primary. As with any accident, report it to your Department Head immediately.

It is Village policy that, whenever possible and practical, all employees will use a Village-owned vehicle for Village business if a vehicle is available and the business will be conducted within an approximate twenty-five (25) mile radius of the Municipal Center. When a need can be anticipated, the vehicle should be scheduled through the Administrative Assistant. Any employee who uses the vehicle is expected to keep it reasonably clean and free of debris, to complete the vehicle's travel and mileage log, and to report any and all concerns regarding the vehicle's safety and/or performance to the Administrative Assistant. The vehicle should be returned with at least one-half tank of fuel remaining.

When driving any vehicle on Village business, you are expected to observe all traffic laws. Always refrain from the use of all non hands-free electronic devices while driving. Tickets that result from an infraction of traffic laws or parking violations are your responsibility regardless of whose vehicle is being driven. See ***Policy HR-007 Business Mileage and Travel*** which can be found in Appendix 1.

# PARKING

**5.11** Employees are expected to follow parking rules. The Village Municipal Center has an employee parking area. Employees are expected to park in that area and refrain from parking in the customer parking area. Any employee found parking in unauthorized areas will be requested to move their vehicle to an appropriate employee parking area.

# VISITORS

**5.12** Although we can understand an occasional visit to your work area by friends or family, regular disruption of your workday by this type of activity is not allowed.

# TRAVEL EXPENSES

**5.13** The Village will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the employee's Supervisor. Employees who attend the same conferences or meetings are strongly encouraged to carpool unless there is an approved reason for separate travel arrangements.

Reimbursement will be made in accordance with ***Policy HR-007 Business Mileage and Travel*** which can be found in Appendix 1.

Abuse of ***Policy HR-007 Business Mileage and Travel***, including falsifying expense reports to reflect costs not incurred by the employee, is grounds for disciplinary action up to and including termination of employment.

# USE OF PHONES AND SUPPLIES

**5.14** Village telephones are for business purposes. Telephone calls may be monitored and/or recorded by the Village for business purposes. Incoming and outgoing personal phone calls are to be kept to a minimum and should not interfere with or prevent employees from providing quality care to our customers. Personal calls should be made during your lunch or break periods. If personal long distance phone calls are made, the cost of the call should be reimbursed to the Village.

The Village's mail system and letterhead are for business purposes only and are not for personal use.

Village supplies are for business use only and may not be used for personal reasons or taken home. This includes but is not limited to pens and pencils, paper, staplers, paper clips, and postit notes.



## USE OF PERSONAL ELECTRONIC DEVICES

**5.15** The Village has established guidelines for the issuance and usage of Village-owned cellular telephones as well as procedures for monitoring and controlling costs related to cellular telephone use. Refer to **Policy FIN-002 Employee Cellular Phone**, which can be found in Appendix 1 of this handbook.

Employees in possession of Village-issued equipment are expected to protect the equipment from loss, damage, or theft.

All communications devices should be used in a manner that does not distract co-workers, residents, business associates, or interrupt meetings. Devices should be turned off or in silent/vibrate mode during meetings unless an urgent business call is expected.

The use of non-hands-free cell phones or any other *Personal Electronic Device* is forbidden while driving any vehicle on Village business. All laws regarding the use of personal cell phones and personal electronic devices must be followed while driving. Personal cell phone calls and other forms of personal communication must be strictly limited unless the communication is incidental, necessary, and unavoidable.

Invoices for Cell Phones and other Personal Electronic Devices will be audited regularly. Employees must be aware at all times that all communications via reimbursed cell phones or other electronic devices are subject to public records requests as are all detailed invoices. The Village is not responsible for lost or damaged personally owned cell phones carried by employees during work hours. Employees are prohibited from using personal text messaging, photography, audio or video recording, or additional services while on company time.

## USE OF FITNESS CENTER

**5.16** The Village provides a fitness center for use by all employees. All employees are required to follow **Policy HR-008 Use of Municipal Facilities - Fitness Center** which can be found in Appendix 1 of this manual. That policy is posted in the Fitness Center for your convenience.





# COMPUTERS AND ELECTRONIC MAIL

**5.17** The Village recognizes that electronic data processing and transmission equipment and their associated communication and information sharing mechanisms can add considerable value as tools in the workplace. Like many enhancements, they can also lead to non-productive work alternatives and increased security risks. It is the declared policy of the Village that, consistent with the guidelines and directions outlined herein, all electronic data equipment employed in the workplace shall be used by Village employees to promote enhanced work productivity. Further, electronic data equipment shall be used in a fashion that protects the integrity and security of information created and maintained by and for the Village.

This policy statement modifies and supersedes any previously adopted policies concerning use of the specific types of equipment and assets referenced herein.

## 5.17.1 ELECTRONIC TECHNOLOGIES OPERATING POLICIES

When using computers, the internet, e-mail, cellular phones including text messages, telephones, fax machines, cameras, sound, and broadcast equipment and other associated technologies, the following requirements apply:

- All Village electronic resources, hardware, software, data storage and all files are Village property. These resources are intended to be used for Village business purposes and in a manner consistent with the Village's standards of conduct.
- Village employees using electronic data technologies are discouraged from their use for nonessential and/or non-work-related purposes. Incidental and infrequent personal use is not prohibited but shall be limited and subject to Department Head approval.
- The cost of personal use of telephones and fax machines for permitted personal uses shall be paid by the employee.
- Use of electronic technologies shall NOT:
  - Result in interference with regular work duties, or reduction in productivity.
  - Include personal use for business, profit, or political endeavors.
  - Include retrieval or downloading of information that is sexually explicit or pornographic, sexist, harassing, or illegally discriminatory in nature unless by a sworn officer of the law in the conduct of official business.
  - Include use for entertainment purposes at any time during the regular working day or on any paid time.
  - Include use by anyone other than a full or part-time employee of the Village, except for telecommunications by others in pursuit of Village-related business or bona fide emergency.

- Electronically generated information is exclusively the property of the Village and, as such, no person shall have the expectation of privacy with files, e-mail, or internet uses.
- Employees shall, at all times, take every necessary step to preserve all electronic data in order to comply with all potential public records requests as allowed by State law. No employee shall transmit any sensitive Village information such as financial account numbers over an unsecured internet connection, especially via e-mail.
- The Village may monitor online traffic, examine files, or read e-mail at any time without notice.
- The Village may further restrict or discontinue access to some or all electronic technology resources at any time.

## 5.17.2 SECURITY RELATED ISSUES

The Village finds that electronic technologies in the workplace require substantial diligence on everyone's part to sustain quality and security of information created and maintained by the Village. To the end that quality and security of information may be sustained, the following practices shall be observed by all employees at all times:

- No data, programs, or files (e.g. personal software, downloaded screen saver applications, or other files) shall be installed on Village computers or similar equipment.
- Employees and other Village users shall become familiar with and utilize virus detection and cleansing software whenever suspicious electronic data is communicated to the Village.
- Employees and other Village users shall recognize that information found on the internet is the intellectual property of the person or organization posting it.
- E-mails and cellular phone texts may be considered public records and subject to retention as such. An e-mail is considered a public record whenever a paper message with the same content would be a public record. See Wis. Stats. 19.32(2) for the definition of a record. The same rules that apply to record retention and disclosure as with other Village documents apply here. Therefore:
  - E-mails, including the identities of the sender, the date, and any non-archived attachments are considered part of the public record.
  - E-mails determined to be a public record shall be retained and archived to electronic or magnetic memory media or printed out and saved in an appropriate file in accordance with the Village's Records Retention policy.

Any question as to whether a document is a public record should be referred to the Village Clerk and, if necessary, to the Village Attorney through the Village Administrator.

## 5.17.3 DISCIPLINARY ACTION

This policy applies to all stand-alone electronic technology units as well as units connected to the in-house networks and/or internet. The Village may monitor use of its owned personal electronic devices at any time. Employees who violate the provisions of this policy may be subject to revocation of privileges respecting use of electronic technologies, disciplinary action, suspension, and/or termination of employment depending upon the severity and/or gravity of the offense. Criminal offenses such as copyright violations may result in criminal prosecution as well as disciplinary action. Where appropriate, monetary remuneration will be sought for damage necessitating the repair or replacement of equipment, software or for malicious damage to files and/or information.

No Village-owned electronic technologies may be used off premises of Village property without the authorization of the Department Head or the Village Administrator.

Notice of responsibility: Authorized uses of electronic technologies by employees that result in any way in the loss or deterioration of information or equipment owned by anyone other than the Village shall be the responsibility of the user and not of the Village. For example, an authorized installation of Village information on a personal computer that negatively affects either software or hardware belonging to the user shall be the responsibility of the user and not that of the Village.

# DRESS CODE

**5.18** Village employees are expected to be dressed and groomed in a clean and neat manner. In addition, employees should dress and groom in a manner that will not impair or restrict their movements or otherwise cause safety problems.

All employees are expected to be well groomed and practice good personal hygiene and to dress as appropriate for the duties being performed. Employees should avoid the use of strong perfumes or colognes as they can be offensive and sometimes produce allergic reactions in others (coworkers and customers alike). Tight fitting or revealing clothing is not acceptable. Such articles of clothing as “flip-flops” and denim jeans are typically not allowed although jeans may be allowed when Administration declares special “casual dress” days.

Business casual attire is always appropriate for office employees. Acceptable office clothing for men who are not required to wear a uniform includes: dress pants, Dockers, corduroys, dress shirts, sweaters, turtlenecks, polo type shirts, blazers or sport coats, dress shoes, loafers. Unacceptable clothing for men includes: shorts, sweatpants, athletic attire, sweatshirts, T-shirts, sleeveless shirts, sandals.

Acceptable office attire for women includes: dress pants, Dockers, corduroys, shirts, dresses, dress skirts, blouses, sweaters, polo shirts, dress jackets, dress shoes, loafers, slides, dress boots. Unacceptable clothing for women includes: Above-the-knee shorts, sweatpants, athletic attire, sweatshirts, T-shirts, halter-tops, spaghetti straps, tank tops, and non-dress related flipflop/beach-type sandals.

Clothing should be worn and fit in such a manner that it does not expose the abdomen, chest, or buttocks areas. Body piercing jewelry will only be worn on the ear. No other areas of the body with body piercing jewelry should be visible.

The Department Head or the Administrator is responsible for determining if a particular employee's appearance and grooming is appropriate for the work being done and for the type of public contact. If the Department Head or Administrator determines that an employee is inappropriately attired or groomed, she/he will tell the employee to go home on their own time, make necessary changes, and return to work in a reasonable amount of time.

Whenever possible, reasonable accommodation will be made for employees' religious beliefs and disabilities consistent with the business necessity to present a professional appearance to the public.

Repeated disregard for this dress and grooming policy may result in disciplinary action up to and including termination of employment.



# GENERAL HOUSEKEEPING

**5.19** It is important that you take pride in your work area and keep it neat and orderly at all times. Having your work area well organized contributes to efficiency and creates a good impression for our customers.

Food and beverages must be kept out of view of customers. Empty soda cans, used coffee cups, and empty food containers are to be cleaned and put away after use for health and safety purposes, and for appearance's sake. Please keep entryways clean and free of debris and unnecessary items. The Village requires the recycling of all suitable paper, glass bottles, empty plastic and aluminum containers.

# EMPLOYEE CONDUCT GUIDELINES

**5.20** We expect our employees to follow rules of conduct that will protect the interests and safety of all employees and the Village and to present a professional image to all customers and guests. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination.

- Failure to follow and/or adhere to Village of Kronenwetter policies and procedures as described in written documentation or as described and directed by employee's supervisor.
- Discourteous conduct or poor service to customers.
- Falsification of Village records in any form, embezzlement, or failure to follow internal control or security procedures.
- Theft or inappropriate, unauthorized removal or possession of Village or coworker's property; use of Village equipment or supplies for personal projects.
- Falsification of timekeeping records.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace while on duty. The only exception to this policy is the possession of drugs or alcohol by a Police Officer as required in the conduct of his/her official duties.
- Fighting or threatening violence in the workplace.
- Boisterous or disruptive activity in the workplace.
- Improper, careless, negligent, destructive, or unsafe use or operation of Village equipment.
- Insubordination or other disrespectful conduct.
- Deliberate statements or actions detrimental to the Village; knowingly spreading false or malicious reports intended to disrupt relationships among employees, elected or appointed officials, customers, and/or residents.
- Sexual or other forms of harassment.
- Unprofessional conduct at outside events where the employee is representing the Village, such as courses, seminars, and community events.

- Possession of dangerous or unauthorized materials, such as explosives, weapons including properly licensed concealed carry weapons, or firearms, in the workplace or on the premises unless as required in the conduct of your job or as specifically allowed by State law.
- Excessive or unauthorized absenteeism or tardiness; giving false reasons for absences from work.
- Unauthorized overtime, failure to record overtime worked, or consistent refusal to work overtime.
- Unauthorized or unacceptable use of the telephone, cell phones, PDA's, etc.
- Smoking within Village owned facilities, in a Village vehicle, or when conducting Village business off-site.
- Unauthorized disclosure of business secrets or confidential business or customer's information.
- Unauthorized entrance to the Village properties other than to report to work or to conduct business.
- Violation of personnel policies.
- Unsatisfactory work performance or conduct; deliberate or excessive waste of materials; poor workmanship or low productivity.
- Using abusive or offensive language with customers or coworkers.
- Improper political activities during work hours.
- Taking any fee, reward, gift, gratuity, or other form of remuneration in addition to regular Village compensation from any source for the performance of duties in the capacity of an employee of the Village.
- Inducing or attempting to induce an Officer or employee of the Village to commit an unlawful act or to act in violation of any lawful regulation or order.
- Gambling on Village property.
- Lying to or misleading supervisors, elected officials, or appointed officials, and/or contacting elected or appointed officials regarding issues that should be directed to Department Heads or to the Village Administrator. See **Policy HR-002 Problem Resolution** which can be found in Appendix 1.

Depending on the circumstances involved, disciplinary action may include an oral warning, a written warning, suspension without pay, or discharge. Progressive discipline may not be followed in all cases. Depending on the nature of the violation and other circumstances, including, but not limited to, the employee's past conduct, one or more "steps" may be repeated or skipped. In some circumstances, immediate discharge may result.





# GRIEVANCE PROCEDURE

**5.21** All grievances by employees will be handled by the Village following the approved **HR-009 Grievance Procedure** which can be found in Appendix 1 of this handbook. The terms of that policy shall control unless another valid and enforceable grievance procedure exists in an applicable labor agreement.

# RETURN OF PROPERTY

**5.22** Employees are responsible for all Village property, materials, or written information issued to them or in their possession or control. All Village property must be returned by employees on or before an employee's last day of work or at the request of the Village Administrator. The Village will take all necessary legal actions to recover or protect its property.

# EMPLOYMENT TERMINATION

**5.23** The last day worked will be used as the termination date in all instances.

The Village of Kronenwetter has the right to terminate, with or without cause, an employee at any time and for any reason, except those prohibited by law or as outlined in an applicable labor agreement.

All of your employee benefits will be affected by employment termination. Health insurance coverage may be continued at your full expense as specified by COBRA. You will be notified in writing of the terms, conditions, limitations, and costs associated with continuation coverage. Please ask the Village Clerk if you have any questions.

Any property of the Village in your possession at termination, such as keys, electronic devices, etc. must be returned to your Department Head no later than your last day of work. A forwarding address must be furnished so we can send you a W-2 at year-end.

# APPENDICIES

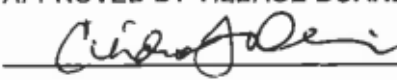
## APPENDIX ONE

### HUMAN RESOURCES AND FINANCE POLICIES

**6.0** Listed below are all of the adopted policies of the Village that the Village Board has adopted for human resources and the ones that are finance policies that affect employees. While every effort has been made to ensure that the Employee Handbook conforms to these separately adopted policies, where a conflict does occur please see your supervisor for a clarification of the matter.

POLICY #	TITLE	DATE ADOPTED/AMENDED
HR-001	Exempt Employees – Work Hour & Schedules	10/08/2007
HR-002	Problem Resolution	02/13/2012
HR-003	Employee Training, Education & Conferences	06/23/2015
HR-004	Personnel Requisition-Procedure	11/24/2015
HR-005	Employee Performance Program	09/25/2018
HR-006	Progressive Discipline Policy	01/10/2015
HR-007	Business Mileage and Travel Policy	01/12/2016
HR-008	Employee Use of Municipal Facilities-Fitness Center	02/27/2012
HR-009	Grievance Procedure Policy	08/22/2011
HR-010	Catastrophic Illness/Injury Account	10/22/2012
HR-011	Internal Promotion Policy	07/23/2013
HR-012	Health Savings Account Policy	05/27/2014
HR-013	Insurance Contribution Rates	01/27/2015
HR-014	Insurance Opt Out Policy	04/28/2015
HR-015	Village Administrator Evaluation	04/26/2022
HR-016	Remote Work Policy	01/26/2021
HR-017	Exit Interview Policy	19/26/2021
HR-018	Wage Tracking Policy	05/09/2022

POLICY #	TITLE	DATE ADOPTED/AMENDED
FIN-001	Business Credit Cardholder Policy and Agreement	07/23/2013
FIN-002	Employee Cellular Telephone Policy	01/12/2017
FIN-003	Accounts Payable Policy	01/12/2016
FIN-004	Purchasing Policy	03/25/2014
FIN-005	Investment Policy	11/26/2012
FIN-006	Disposal of Surplus Property	02/26/2019
FIN-007	Post-Issuance Compliance Policy for Tax-Exempt and Tax- Advantaged Obligations and Continuing Disclosure	04/22/2014
FIN-008	Credit Card Rewards Point Plan 2014	05/27/2014
FIN-009	Capital Projects Fund	06/24/2014

POLICY ID: <b>HR-001</b>		TITLE: <b>EXEMPT EMPLOYEES – WORK HOURS AND SCHEDULES</b>	
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION		APPROVED BY VILLAGE BOARD:	DATE:
EFFECTIVE DATE <b>OCTOBER 8, 2007</b>			<b>8/28/15</b>
APPLIES TO:		<input checked="" type="checkbox"/> FLSA EXEMPT	<input type="checkbox"/> FLSA NON-EXEMPT

This Policy shall apply to all exempt employees who are not a member of a collective bargaining unit.

The Village expects all employees to be reliable and punctual and to report for work as scheduled. Absenteeism and tardiness for reasons other than those covered by established Time Off Policies place an unfair burden on other employees, reduce productivity and quality of performance, and are costly to the Village.

Every exempt employee is required to establish, with his/her supervisor, a standard work schedule covering a minimum of forty (40) hours per work week during the official operating hours set by the Village. The Village defines the work week as being a minimum of eight hours per day on Monday through Friday. Working less than forty hours per week is discouraged and exempt employees are expected to make up work time lost due to personal absences of less than a day. Exempt employees are expected to work whatever hours are necessary to accomplish the goals and deliverables of the position they hold and to meet the expectations of the Village. The Village expects that exempt employees will be available to attend and/or staff various Board and Committee/Commission meetings in addition to their regularly scheduled forty hour work week.

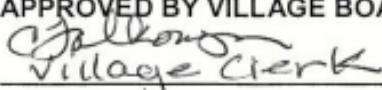
If an exempt employee cannot avoid being late for work or is unable to work as scheduled, the employee must notify his/her supervisor as soon as possible in advance of the anticipated tardiness or absence. If an employee has Village-related business outside the Municipal Center, he/she must notify his/her supervisor or a Department Head in advance regarding his/her schedule change.

The Village expects all Department Heads to cooperate in scheduling their work hours so that, to the greatest extent possible, at least one Department Head is present on-site during all established Municipal Center operating hours and reasonably accessible to Village staff, Board members, and residents as needed.

At the discretion of the Village Board, the Village may require exempt employees to submit time logs describing their daily activities.

Consistent failure to observe the established minimum work schedule, or failure to make up time lost due to personal absences of less than a day without prior agreement from his/her supervisor, or failure to adhere to this policy may result in discipline up to and including termination of employment.



<b>POLICY ID: HR-002</b>		<b>TITLE: PROBLEM RESOLUTION</b>	
<input type="checkbox"/> <b>ORIGINAL</b> EFFECTIVE DATE 10/08/2007		<b>APPROVED BY VILLAGE BOARD:</b>  Village Clerk	
<input checked="" type="checkbox"/> <b>REVISION</b> EFFECTIVE DATE 02/13/2012		<b>DATE:</b> February 13, 2012	
<input checked="" type="checkbox"/> <b>FLSA EXEMPT</b>		<input checked="" type="checkbox"/> <b>FLSA NON-EXEMPT</b>	
<b>APPLIES TO:</b> <input checked="" type="checkbox"/> <b>REPRESENTED EMPLOYEES</b>		<input checked="" type="checkbox"/> <b>Non-REPRESENTED EMPLOYEES</b>	
<i>This policy applies to all Village of Kronenwetter personnel in the categories checked in this section. Provisions within an individual personal employment agreement or in an applicable formal labor agreement between the Village and a certified collective bargaining unit may supersede certain parts of this policy.</i>			

The Village of Kronenwetter encourages an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Village of Kronenwetter supervisors and management. The Village desires to ensure fair and honest treatment of all employees. We expect all employees, Department Heads, the Administrator, Village President and Board members, and members of all Committees and Commissions to treat each other with mutual respect. We encourage employees as well as elected and appointed officials to communicate with each other in a positive and constructive manner.


If your concerns involve a dispute concerning the interpretation, application or violation of a collective bargaining agreement, the grievance procedures described therein must be followed.

If a situation occurs when you believe that a condition of employment or a decision that affects you is not fair, you are required to follow the problem resolution steps listed below. You may stop the procedure at any step.

1. Present the issue to your supervisor as soon as possible after the incident occurs. If your supervisor is unavailable or if you believe it would be inappropriate or uncomfortable to discuss the situation with your supervisor, you may present the problem to the Administrator.
2. Your Department Head (or Administrator) will respond to the problem during discussion or after investigating the situation further or after consulting with others involved in the situation. He/she will document all discussions.
3. If your Department Head does not or cannot resolve the issue, he/she will address the issue with the Administrator who will make any decisions that are appropriate to resolve the problem.
4. If, after following the steps indicated above, the problem or situation is not resolved, you may initiate the process defined in HR-008 Grievance Procedure.

Consistent or repetitive failure to adhere to this policy may result in discipline up to and including termination of employment.

Not every problem can be resolved to everyone's total satisfaction. However, the Village believes that honest discussions with the most closely involved persons before involving others is the most effective way to resolve most conflicts.

<b>POLICY ID: HR-003</b>		<b>TITLE: Employee Training, Education and Conferences</b>	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION  <b>EFFECTIVE DATE:</b> Original: 01/25/2010 Revision-1: 02/13/2012 Revision-2: 6/23/2015		<b>APPROVED BY VILLAGE BOARD:</b>  <b>DATE:</b> 6-23-15	
<b>APPLIES TO:</b>		<b>FLSA EXEMPT</b> <b>REPRESENTED EMPLOYEES</b> <b>ELECTED OFFICIALS</b>	<b>FLSA NON-EXEMPT</b> <b>Non-REPRESENTED EMPLOYEES</b> <b>APPOINTED OFFICIALS</b>
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

#### CONTINUING EDUCATION:

The Village of Kronenwetter encourages professional development and ongoing training. As such, employees *may* be granted time off for the purposes of allowing regular full-time, part-time, occasional, temporary or seasonal employees to engage in officially- sanctioned and approved training, conferences, and meetings.

The Village of Kronenwetter does not provide financial reimbursement to employees for continuing education which is defined as attendance at a university, college, or technical school course in pursuit of a *discretionary* degree or certification. The Village will *only* provide tuition assistance if the course has been mandated by the employer to satisfy department training requirements, if it will directly and significantly upgrade the employee's current job performance, and if it is part of a professional enhancement plan established by the Department Head and the Village Administrator. The course content must not be available through other more cost-effective approaches and the funds must be available within the current budget. The Village Board must review and approve all requests for tuition assistance relating to continuing education.

#### TRAINING/CONFERENCES/MEETINGS:

The following guidelines pertain to attendance at all training sessions, conferences, or meetings requiring registration or employee absences of one-half day or more.

- Paid time may be granted for the employee's attendance at an outside event during normal work hours if the event is judged to be useful to the individual's work or career development. Approvals are required from the Administrator and the Department Head.
- Weekend and holiday attendance at non-mandatory events is on the employee's own time and is not eligible for compensation. Exceptions apply only as stated in the represented employee's Collective Bargaining Agreement, if applicable.
- Expenses such as registration fee and transportation *may* be covered from the department's travel and/or training budgets at the Administrator's discretion. Travel reimbursement may only be paid according to Village policy HR-007 Business Mileage and Travel.
- Attendance for all full-time, part-time, occasional, temporary or seasonal employees save for the Village Administrator, Elected and Appointed Officials at non-budgeted conferences or training sessions will require Village Administrator approval. Attendance for the Village Administrator, Elected and Appointed Officials at non-budgeted conferences or training sessions will require approval of the Village Board.
- As is expected of all who attend training, conferences, or other such events, each attendee is encouraged to share his/her experience and the information learned through his/her event attendance with the Department Head or Administrator, colleagues, and staff as well as the Village Board via the Department's regular monthly report.



Any staff member seeking authorization to attend a budgeted or unbudgeted conference, training session, or meeting must obtain approval from the Administrator prior to registration and submission of any payments for the event. The employee must submit the Village of Kronenwetter Training Leave Request to his/her Department Head who will review and forward it to the Village Administrator. The approved period of leave will normally be for the period of attendance at the conference or meeting, together with the minimal reasonable period for travel to and from the employee's home or Municipal Center.

The Administrator, Village Board members and Appointed Officials must seek authorization for reimbursable attendance at training, conferences, or meetings directly from the Village Board.

The employee must submit the Village of Kronenwetter Training Leave Request to the Department Head and to the Administrator for approval with enough time for review before the proposed registration/application date.

Consistent failure to observe the established minimum requisition and documentation requirements or failure to adhere to this policy in any other way may result in discipline up to and including termination of employment.

<b>POLICY ID: HR-004</b>		<b>TITLE: Personnel Requisition-Procedure</b>	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION  <b>EFFECTIVE DATE:</b> Original: 10/08/2007 Revision-1: 11/24/2015		<b>APPROVED BY VILLAGE BOARD:</b> 	<b>DATE:</b> 11/24/15
<b>APPLIES TO:</b> REPRESENTED EMPLOYEES ELECTED OFFICIALS		Non-REPRESENTED EMPLOYEES APPOINTED OFFICIALS	
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

## PERSONNEL REQUISITION-PROCEDURE-HR – 004

1. A Department Head in conjunction with the Village Administrator completes the Personnel Requisition (HRFRM-002) if he/she wishes to establish a new position, add an employee to staff, promote an employee, increase work hours, increase length of an employee's temporary employment, or to increase direct payroll expenditures in any other way.
2. If the Department Head or Administrator wishes to fill a position that is empty due to either a termination, a retirement, or a resignation, the completed Personnel Requisition must indicate that the payroll expense is being maintained at or below the amount budgeted for the previous employee. If anticipated replacement costs exceed prior expense, the Administrative Policy Committee (APC) must consider a budget amendment.
3. A Personnel Requisition is not required for the replacement of an employee to fill Occasional, Temporary, Seasonal, non-management regular full-time or non-management regular part-time employee positions as defined in the Village of Kronenwetter Employee handbook. Only when a change in the number of Occasional, Temporary, Seasonal or non-management regular full-time or non-management regular part-time employees is contemplated does a personnel requisition have to be completed for those positions. All other positions, including promotions both within and outside of the Police and Fire Department shall require a Personnel Requisition.
4. The Department Head or the Village Administrator sends the completed Personnel Requisition to the APC chairperson for placement on a meeting agenda.
5. The APC reviews the requisition and interviews the Department Head or the Administrator about the requisition as appropriate.
6. If the APC believes the requisition is justified, based on an objective analysis of the responsibilities and the need, it forwards the Personnel Requisition to the Village Board for final action. If the APC does not believe the requisition is justified, the APC will send a negative recommendation to the Village Board for final action and also informs the originator of the APC's negative recommendation with an explanation of concerns.
7. The APC will give intensive scrutiny to those requests that were not previously budgeted and approved for the current fiscal year.
8. Both the originator of the Personnel Requisition and an APC member must represent the request to the Board if the request will result in an unbudgeted additional full or partial full-time equivalent (FTE) employee.

## VILLAGE OF KRONENWETTER PERSONNEL REQUISITION

REQUEST DATE	DATE EMPLOYEE NEEDED	TITLE OF POSITION BEING REQUESTED/CHANGED	
REQUESTED BY	DATE APPROVED	APPROVED BY	
<input type="checkbox"/> REPLACEMENT FOR: _____ <input type="checkbox"/> REASON FOR VACANCY: _____ <input type="checkbox"/> PROMOTION: EMPLOYEE NAME: _____ <input type="checkbox"/> ADDITIONAL HOURS - EXISTING POSITION: EMPLOYEE NAME _____ <input type="checkbox"/> JOB-SHARE WITH: _____		<input type="checkbox"/> ADDITION TO EXISTING STAFF POSITION <input type="checkbox"/> NEW POSITION-FLSA EXEMPT <input type="checkbox"/> NEW POSITION-FLSA NON-EXEMPT DOES THIS POSITION HAVE SUPERVISORY RESPONSIBILITY? YES      NO	
		POSITION IS: <input type="checkbox"/> REGULAR FULL-TIME <input type="checkbox"/> REGULAR PART-TIME <input type="checkbox"/> TEMPORARY IF PART-TIME: _____ NUM HRS/WEEK IF TEMPORARY: ESTIMATED LENGTH OF EMPLOYMENT IN WEEKS _____	
		Funding Source	
		Department	
		Salary Range: Minimum, Mid-point, Maximum	Starting Salary

1. ATTACH A COPY OF THE CURRENT POSITION DESCRIPTION
2. Why is this change or addition needed? Describe the benefits using objective data. Include a brief description of work to be performed or the duties that this request will address. Provide percent of time allocated to each major area of responsibility.
3. Describe other options that were considered (in addition to this proposal) to address the needs described above. Include reasons why those options were not chosen.
4. Describe the consequences on Village residents, other staff members, Village procedures, etc. if this position is not filled or this change isn't made.

# VILLAGE OF KRONENWETTER PERSONNEL REQUISITION

TITLE OF POSITION BEING REQUESTED/CHANGED	REQUESTOR NAME
---	----------------

## 5. Calculate Salary Costs/(Savings) through end of current fiscal year:

(a) Hourly Rate—OR—Annual Salary divided by 2080 hours

(a) \$ \_\_\_\_\_

(b) times Number of hours through end of current year

(b) \_\_\_\_\_

(c) Equals Salary Cost in current year

(c) \$ \_\_\_\_\_

**IF REPLACING AN EMPLOYEE**

*Indicate amount budgeted for original employee*

(d) through end of current year

(d) \$ \_\_\_\_\_

(e) Add Benefits at 40% of Salary (.4 x c)

(e) \$ \_\_\_\_\_

**TOTAL INCREMENTAL EMPLOYEE COST/(SAVINGS) IN CURRENT YEAR (e+c)**

(f) \$ \_\_\_\_\_

**IF REPLACING AN EMPLOYEE:**

Subtract amount budgeted for original employee from new employee Salary cost (c - d);

indicate savings as a (credit)

## 6. Calculate Additional/New Salary Costs through end of next full fiscal year

(g) Hourly Rate—OR—Annual Salary divided by 2080 hours

(g) \$ \_\_\_\_\_

(h) Times Number of additional hours through full fiscal year

(h) \_\_\_\_\_

(i) Equal Incremental Salary Cost in next fiscal year

(i) \$ \_\_\_\_\_

(j) Add Benefits at 40% of Salary

(j) \$ \_\_\_\_\_

**TOTAL EMPLOYEE COST IN NEXT FULL YEAR**

(k) \$ \_\_\_\_\_


## 7. Describe and itemize the amount of all START-UP (one-time) costs associated with fulfillment of this request. Include anticipated expenses for all computer hardware and software, telephone, training, office furniture and equipment, uniforms and safety equipment, special equipment, licensing, association memberships, etc.

## 8. Describe and itemize the amount of all ongoing and recurring costs associated with the fulfillment of this request over the course of the next five years (excluding wages and benefits described in 5 and 6 above). Include all certification renewals, cost of office space at \$ \_\_\_ per square foot, uniform dry cleaning, etc.

## 9. Attach a complete justification for this request including estimates for offsetting costs such as reduced overtime expense for existing employees and payments for previously outsourced services, potential increase of income for the Village, ability to meet Village objectives, etc.

Position Title:	Date Reviewed by the Administrative Policy Committee: _____	<input type="checkbox"/> Approval Recommended by Administrative Policy Committee; Date Referred to Village Board _____
	<input type="checkbox"/> Funding Available in Current Budget	<input type="checkbox"/> Approval <b>NOT</b> Recommended; Date Referred to Village Board _____
	<input type="checkbox"/> Funding Not Available in Current Budget	



<b>POLICY ID: HR-005</b>		<b>TITLE: Employee Evaluation Program</b>	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION #3  <b>EFFECTIVE DATE: Jan 1<sup>st</sup>, 2022</b> <i>Original Adopted 10/08/2007</i> <i>Revision 1 adopted 05/28/2013</i> <i>Revision 2 adopted 09/25/2018</i> <i>Revision 3 adopted 10/12/2021</i>		<b>APPROVED BY VILLAGE BOARD:</b>  <b>Village Clerk, Signature</b>	<b>DATE:</b> 4-19-22 <b>Date</b>
<b>APPLIES TO:</b> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div> <input checked="" type="checkbox"/> FLSA EXEMPT   <input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES         </div> <div> <input checked="" type="checkbox"/> FLSA NON-EXEMPT   <input checked="" type="checkbox"/> FULL-TIME EMPLOYEES         </div> </div> <p><i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i></p>			

**Purpose –** This policy is adopted to inform those exempt and non-exempt non-represented employees of how the Village completes their evaluations and how the Village will adjust wages relating to the assessments. It is adopted so that there is transparency to ensure that assessments and the accompanying wage adjustments are completed in an unbiased and efficient manner to ensure that the Village retains quality employees.

**Procedure –**

The Village will evaluate employees on the requirements of the adopted position description for their current job with the Village. These evaluations shall lead to wage adjustments.

After the Village hires an employee, each year on or around the anniversary of the employee's hire date, the employee shall complete an evaluation using the attached form and submit it to their supervisor. The employee's supervisor shall meet with the employee, and together they shall complete the form, reviewing prior year goals set for the employee. The supervisor shall tabulate the results from that evaluation, and the supervisor will submit that tabulation to the Village Administrator for confirmation.

The Village Administrator will submit the tabulated form to the Village Board during a closed session and the Village Board will review, revise and then adopt the evaluation.

The approved evaluation shall determine the level of wage adjustment that the employee shall be eligible to receive beginning on the next pay period immediately following the employee's job anniversary date.


In January, The Village Board shall adopt a wage adjustment chart that shall equate the percentage wage increase that directly correlates to each level of the evaluation system.

HR-015 shall cover the evaluations of the Village Administrator.

<b>MEETING DATE:</b> 4/26/2022		<b>REPORT TO VILLAGE BOARD</b>		<b>AGENDA ITEM #</b> 4.7																																																							
<b>PRESENTING COMMITTEE:</b> Administrative Policy Committee		<b>COMMITTEE CONTACT:</b> Trustee Eiden & Trustee Holmes		<b>STAFF CONTACT:</b> Richard Downey, Village Administrator																																																							
				<b>PREPARED BY:</b> Richard Downey, Village Administrator																																																							
<b>ISSUE:</b> Discussion & Action: Adoption of 2022 Evaluation Wage Range																																																											
<b>ISSUE BACKGROUND/PREVIOUS ACTIONS:</b> Per HR-005, which is attached, the Village Board has to set a yearly range for the employee evaluations for the Village. The Village employees that are full time, and not represented by a collective bargaining agreement would be eligible for this evaluation wage adjustment.																																																											
<p>I am recommending the chart to the right for evaluations for 2022 for the committee to recommend to the Village Board. The 2.00% rate is what was included in the 2022 budget for employee adjustments for non-represented employees.</p> <p>This chart would impact only the following employees: the Village Clerk, the Police Chief, the Police Lieutenant, the Village Treasurer, the Community Development Director, the Planning Technician, and the Public Works Director. All other employees, are not full-time employees, are represented under a union contract, or are covered under a different policy and hence would follow those policies or agreements.</p>																																																											
<table border="1"> <thead> <tr> <th></th> <th>2018</th> <th>2019</th> <th>2020</th> <th>2021</th> <th>2022</th> </tr> </thead> <tbody> <tr> <td>4.5 to 5.0</td> <td>3.00%</td> <td>3.00%</td> <td>3.00%</td> <td>3.00%</td> <td>2.00%</td> </tr> <tr> <td>4.0 to 4.49</td> <td>2.50%</td> <td>2.75%</td> <td>2.57%</td> <td>2.58%</td> <td>1.75%</td> </tr> <tr> <td>3.5 to 3.99</td> <td>2.25%</td> <td>2.50%</td> <td>2.32%</td> <td>2.04%</td> <td>1.50%</td> </tr> <tr> <td>3.0 to 3.49</td> <td>2.00%</td> <td>2.25%</td> <td>2.07%</td> <td>1.56%</td> <td>1.00%</td> </tr> <tr> <td>2.5 to 2.99</td> <td>0.75%</td> <td>0.75%</td> <td>0.75%</td> <td>0.75%</td> <td>0.75%</td> </tr> <tr> <td>2.0 to 2.49</td> <td>0.50%</td> <td>0.50%</td> <td>0.50%</td> <td>0.50%</td> <td>0.50%</td> </tr> <tr> <td>1.5 to 1.99</td> <td>0.25%</td> <td>0.25%</td> <td>0.25%</td> <td>0.25%</td> <td>0.25%</td> </tr> <tr> <td>1.0 to 1.49</td> <td>0.00%</td> <td>0.00%</td> <td>0.00%</td> <td>0.00%</td> <td>0.00%</td> </tr> </tbody> </table>							2018	2019	2020	2021	2022	4.5 to 5.0	3.00%	3.00%	3.00%	3.00%	2.00%	4.0 to 4.49	2.50%	2.75%	2.57%	2.58%	1.75%	3.5 to 3.99	2.25%	2.50%	2.32%	2.04%	1.50%	3.0 to 3.49	2.00%	2.25%	2.07%	1.56%	1.00%	2.5 to 2.99	0.75%	0.75%	0.75%	0.75%	0.75%	2.0 to 2.49	0.50%	0.50%	0.50%	0.50%	0.50%	1.5 to 1.99	0.25%	0.25%	0.25%	0.25%	0.25%	1.0 to 1.49	0.00%	0.00%	0.00%	0.00%	0.00%
	2018	2019	2020	2021	2022																																																						
4.5 to 5.0	3.00%	3.00%	3.00%	3.00%	2.00%																																																						
4.0 to 4.49	2.50%	2.75%	2.57%	2.58%	1.75%																																																						
3.5 to 3.99	2.25%	2.50%	2.32%	2.04%	1.50%																																																						
3.0 to 3.49	2.00%	2.25%	2.07%	1.56%	1.00%																																																						
2.5 to 2.99	0.75%	0.75%	0.75%	0.75%	0.75%																																																						
2.0 to 2.49	0.50%	0.50%	0.50%	0.50%	0.50%																																																						
1.5 to 1.99	0.25%	0.25%	0.25%	0.25%	0.25%																																																						
1.0 to 1.49	0.00%	0.00%	0.00%	0.00%	0.00%																																																						
<p><b>The Administrative Policy Committee review this and recommended on a 3-1 vote for the Village Board to adopt the adjustment scale.</b> Jerry Wirth of the APC voted against this adjustment as he felt it was woefully too low. The fact of the matter is that this is what was included in the budget. If the Village Board wants to send this back to the APC and request that they find the money to cover a larger increase, we can do that as well.</p>																																																											
<b>RECOMMENDED ACTION:</b> Make a motion to recommend that the Village Board adopt the 2022 Evaluation Wage Adjustment chart as presented.																																																											
<b>COST/BENEFIT ANALYSIS and JUSTIFICATION</b> <i>(attach separate spreadsheets or other documentation as applicable)</i>																																																											
<b>ITEMIZE ALL ANTICIPATED COSTS</b> (Direct or Indirect, Start-Up/One-Time, Capital, Ongoing & Annual, Debt Service, etc.) It will depend on the actual scoring of the employee on the evaluation.																																																											
<b>ITEMIZE ALL ANTICIPATED BENEFITS</b> (Subjective, Financial, Operational, Service-related, etc.) This will set the 2022 evaluation rate for each of the employees.																																																											
<b>FUNDING SOURCE(s) – Must include Account Number/Description/Budgeted Amt CFY/% Used CFY/\$ Remaining CFY</b> This will vary depending on the employee																																																											
<p><b>OTHER OPTIONS CONSIDERED:</b></p> <p>The Village Board had been individually setting the wage adjustments for each employee but in 2018 changed this process to have the Village Administrator handle most of the evaluations with the Village Board setting the wage scale that would be available via evaluations. Evaluations prior to being completed will be presented to the Village Board for their review.</p>																																																											
<p><b>TIMING REQUIREMENTS/CONSTRAINTS:</b></p> <p>Per the policy of the Village this chart is supposed to be adopted by the Village Board in January, but if the committee feels that they would like more discussion on this item, I would request that the committee request that the Village Board refer this matter back to the APC for review at the February APC meeting and not adopt it.</p>																																																											
<p><b>ATTACHMENTS (describe briefly):</b></p> <p>HR-005 revision #3.</p>																																																											

This was approved by the Village Board at their April 26th 2022 Village Board meeting



<b>POLICY ID: HR-006</b>		<b>TITLE: Progressive Discipline Policy</b>	
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION <b>EFFECTIVE DATE:</b> <i>Immediate</i>		<b>APPROVED BY VILLAGE BOARD:</b>  <b>DATE:</b> <i>11-10-15</i> <i>VB meeting</i>	
<b>APPLIES TO:</b>		<input checked="" type="checkbox"/> FLSA EXEMPT <input checked="" type="checkbox"/> FLSA NON-EXEMPT <input checked="" type="checkbox"/> REPRESENTED EMPLOYEES <input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES	
<p><i>Please note any disciplinary matters that are issued to any member of the Police Department other than the Police Clerk, or any member of the Kronenwetter Fire Department shall follow the policies that are enumerated in the Village of Kronenwetter Ordinance 66-6 for the Fire Department, Ordinance 138 for the Police Department and any relevant State Statutes. Also any employee that has an employee agreement shall follow that agreement.</i></p> <p><i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i></p>			

## Purpose

The Village of Kronenwetter's progressive discipline policy and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. It has been designed consistent with the Village of Kronenwetter organizational values, human resource (HR) best practices and employment laws.

Outlined below are the steps of the Village of Kronenwetter's progressive discipline policy and procedure. The Village of Kronenwetter reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training, the employee's work record, and the impact the conduct and performance issues have on the organization.

## Procedure

### ***Step 1: Counseling and verbal warning***

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct or attendance issue. The supervisor should discuss with the employee the nature of the problem or the violation of company policies and procedures. The supervisor is expected to clearly describe expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days of this meeting, the supervisor will prepare written documentation of a Step 1 meeting on HRFRM-4, which is at the end of this policy. The employee will be asked to sign this document to demonstrate his or her understanding of the issues and the corrective action.

### ***Step 2: Written warning***

Although the Village of Kronenwetter hopes that the employee will promptly correct any performance, conduct or attendance issues that were identified in Step 1, the Village of Kronenwetter recognizes that this may not always occur. The Step 2 written warning involves more additional documentation of the performance, conduct or attendance issues and consequences.

During Step 2, the immediate supervisor and the Village Administrator will meet with the employee to review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance or conduct expectations.

A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

### ***Step 3: Suspension and final written warning***

There may be performance, conduct or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and HR.

For any issue that would involve Suspension and or a Final Warning, the Village Administrator will send a summary of the infraction to the Village Board and discuss the particulars of the issue with them during a closed session of the Village Board.

Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Village Administrator will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

### ***Step 4: Recommendation for termination of employment***

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, the Village of Kronenwetter will try to exercise the progressive nature of this policy by first providing warnings, a final written warning or suspension from the workplace before proceeding to a recommendation to terminate employment. However, the Village of Kronenwetter reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Village Administrator.

### **Appeal Process**

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee's performance or conduct issues while allowing for an equitable solution.

An employee may also make use of *HR-009 Grievance Procedure Policy*.

### **Performance and Conduct Issues Not Subject to Progressive Discipline**

Behavior that is illegal is not subject to progressive discipline, and such behavior may be reported to local law enforcement authorities.

Similarly, theft, substance abuse, intoxication, fighting and other acts of violence at work are also not subject to progressive discipline and may be grounds for immediate termination. This list is illustrative in nature and this is not an exhaustive list of issues that could be grounds for immediate termination.

### **Documentation**

The employee will be provided copies of all progressive discipline documentation, including all Performance Improvement Plans (PIPs). The employee will be asked to sign copies of this documentation attesting to his or her receipt and understanding of the corrective action outlined in these documents.

Copies of these documents will be placed in the employee's official personnel file, located in the Village Clerk's office.

**Important note:** Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between the Village of Kronenwetter and its employees.



## VILLAGE OF KRONENWETTER EMPLOYEE DISCIPLINE NOTICE

Employee name: Click here to enter text.

Date:

Position: Click here to enter text.

Department: Click here to enter text.

Choose an item.

Description of problem requiring improvement or correction (include specific dates & examples):

Specific changes in performance or behavior required and the period in which they must occur:

Date of follow-up review/evaluation of problem and correction: Click here to enter text.

**Failure of employee to correct problem may result in further disciplinary action up to and including termination of employment.**

Employee comments: (Please attach extra sheets as necessary) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee signature: \_\_\_\_\_ Date: \_\_\_\_\_


*Employee's signature on this form does not constitute that they agree with the disciplinary action only that they received the document. Supervisor will document if employee declines to sign and obtain witness signature.*

Supervisor comments: \_\_\_\_\_

\_\_\_\_\_

Supervisor signature: \_\_\_\_\_ Date: \_\_\_\_\_

Next level of supervision or witness signature: \_\_\_\_\_

<b>POLICY ID:</b> HR-007		<b>TITLE:</b> Business Mileage and Travel Policy	
<input type="checkbox"/> <b>ORIGINAL</b> Effective Date: 04/25/10 <input type="checkbox"/> <b>REVISION #3</b> Effective Date: 01/12/16 <input checked="" type="checkbox"/> <b>REVISION #4</b> Effective Date: 10/10/2022		<b>APPROVED BY VILLAGE BOARD:</b> Bobbi Birk-LaBarge  Village Clerk <b>Attest:</b>	
		<b>DATE:</b> 10/10/2022	
<b>APPLIES TO:</b> <input checked="" type="checkbox"/> <b>FLSA EXEMPT</b> <input checked="" type="checkbox"/> <b>REPRESENTED EMPLOYEES</b>		<input checked="" type="checkbox"/> <b>FLSA NON-EXEMPT</b> <input checked="" type="checkbox"/> <b>Non-REPRESENTED EMPLOYEES</b>	
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

The Village of Kronenwetter will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. The employee's supervisor must approve all business travel in advance.

- When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives are eligible for reimbursement by the Village.
- Employees are expected to limit expenses to reasonable amounts and as set forth below.

Expenses that are typically eligible for reimbursement include the following:

- Car rental fees for compact or mid-sized cars if rental is required by the travel circumstances, see below for more details.
- Fares for shuttle or airport bus service; taxis or other costs of public transportation.
- Mileage at the current federal rate for use of personal vehicles *only* when less expensive transportation or a Village-owned vehicle is not available or practical, see below for more details. Motorcycles and scooters shall be reimbursed at 70 % of the current federal IRS rate.
  - The Village requires employees to carry liability insurance policy of \$100,000.00 per person and \$300,000.00 per occurrence on a vehicle if it is used for Village business. If there is an accident involving employee's vehicle while on Village business, employee's insurance is primary.
  - Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor.
- Standard accommodations in low to mid-priced hotels, motels, or similar lodgings.
- **Cost of meals to be reimbursed following the current GSA rate scale found here:**  
<https://www.gsa.gov/travel/plan-book/per-diem-rates>
- The total amount of per diem reimbursement on the first and last days of travel is capped at 75% of the daily Meals and Incidental Expenses (M&IE) per diem allowance, according to the location.
- Tips not exceeding 20% of the total cost of a meal or 15% of a taxi fare.
- Telephone calls, fax, and similar services required for business purposes.
- Laundry on trips of five or more days.
- Reimbursement for meals at all events not requiring an overnight stay will be subject to personal withholding tax per IRS regulations.
- The Village does not reimburse employees for personal entertainment, alcoholic beverages, and personal care items.

Vehicles owned, leased, or rented by the Village may not be used for personal use without prior approval by the employee's supervisor. The Village requires that employees provide proof of a valid Wisconsin driver's license and insurability before driving any vehicle on Village business.

When travel is completed, employees must submit a completed Village of Kronenwetter Reimbursement Request Form within five (5) business days or when total reimbursable travel and/or mileage expenses have reached twenty (20) dollars. Reimbursement Requests shall be accompanied by receipts to substantiate all expenses claimed. Mileage to and from the

This policy is not intended and should not be construed, to limit or prevent an employee from exercising rights under the National Labor Relations Act. The Village of Kronenwetter retains the right to amend or change this policy at any time without prior notice.

location must be reported in order for reimbursement of mileage expenses to be calculated when employee uses a personal vehicle.

When travel to and from a location shall exceed two hundred (200) miles and shall be for a single day of travel without an overnight stay, employees will be required either to use a Village owned vehicle or to rent a vehicle. The Village Administrator will provide account numbers for usage with local rental car agencies. Rental vehicles shall not exceed intermediate (4-door vehicles) cars sizes, unless an employee has authorization from a supervisor to rent a larger vehicle due to the requirement to travel with equipment requiring a larger vehicle, or traveling with multiple employees to a location.



<b>POLICY ID: HR-008</b>		<b>TITLE: Employee Use Of Municipal Facilities – Fitness Center</b>	
<input type="checkbox"/> <b>ORIGINAL</b> <i>Effective Date: 06/11/2007</i>		<b>APPROVED BY VILLAGE BOARD:</b> 	
<input checked="" type="checkbox"/> <b>REVISION</b> <i>Effective Date: 03/01/2012</i>		<b>DATE:</b> 02/27/2012	
<b>APPLIES TO:</b>		<input checked="" type="checkbox"/> <b>FLSA EXEMPT</b>	
<input checked="" type="checkbox"/> <b>REPRESENTED EMPLOYEES</b>		<input checked="" type="checkbox"/> <b>FLSA NON-EXEMPT</b>	
<input checked="" type="checkbox"/> <b>ELECTED OFFICIALS</b>		<input checked="" type="checkbox"/> <b>Non-REPRESENTED EMPLOYEES</b>	
		<input type="checkbox"/> <b>APPOINTED OFFICIALS</b>	
<p><i>This policy applies to all Village of Kronenwetter personnel in the categories checked in this section. Provisions within an individual personal employment agreement or in an applicable formal labor agreement between the Village and a certified collective bargaining unit may supersede certain parts of this policy.</i></p>			

- Only Employees or elected Village officials (no spouses or children) are authorized to use the *Fitness Center* facility.
- Employees may not use the *Fitness Center* during normal work hours including during paid breaks. Use during unpaid lunch breaks is permitted.
- *Fitness Center* users must wear clean and appropriate attire. No open-toed shoes, sandals, boots, or jeans are allowed. Shirts are required.
- No food or drink is allowed except water (no glass containers).
- Users must wipe off equipment after each use.
- Equipment must not be removed from the *Fitness Center* except for repair, replacement, or removal under direction of Director of Public Works.
- Users are responsible for the appearance and cleanliness of the *Fitness Center*.
- When there is a wait list, the time limit on cardiovascular machines is twenty minutes.
- Users must notify the Director of Public Works immediately of any equipment problems.
- The Village of Kronenwetter is not responsible for loss or damage to a user's personal property while using the *Fitness Center*.
- The Village of Kronenwetter is not responsible for injuries to any person while using the *Fitness Center*.
- Prior to using the *Fitness Center*, personnel must complete and sign *HRFRM-xxx Waiver and Release of Liability* acknowledging his/her assumption of all risks of injury or liability and waive and release any rights of recovery. Form will be retained in the employee's personnel file.
- Unauthorized personal training is strictly forbidden and may result in user being barred from the facility.

This policy is not intended, and should not be construed, to limit or prevent an employee from exercising rights under the National Labor Relations Act. The Village of Kronenwetter retains the right to amend or change this policy at any time without prior notice.

POLICY ID: <b>HR-009</b>		TITLE: <b>Grievance Procedure Policy</b>	
<input checked="" type="checkbox"/> ORIGINAL	<input type="checkbox"/> REVISION	APPROVED BY VILLAGE BOARD:	DATE:
EFFECTIVE DATE: <i>Immediate</i>		<i>Gallagher V. Clerk</i>	8/22/2011
APPLIES TO:		<input checked="" type="checkbox"/> FLSA EXEMPT	<input checked="" type="checkbox"/> FLSA NON-EXEMPT
		<input checked="" type="checkbox"/> REPRESENTED EMPLOYEES	<input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

I. Purpose.

The purpose of this Policy is to set forth the procedure to be followed with respect to grievances by employees, union, and non-union. The terms of this Policy shall control unless another valid and enforceable grievance procedure exists in a collective bargaining agreement that applies to the matter.

II. Definitions.

A grievance is defined as a dispute or misunderstanding regarding the actions of Village officials with regard to the following:

- Employee termination

"Termination" includes an involuntary end to employment but excludes a voluntary quit; a layoff or failure to be recalled from layoff at the expiration of any recall period; retirement; job abandonment such as "no-call, no-show," or failure to report to work; any workforce reduction activities; job transfer; action taken for failure to meet the qualifications of a position; action taken pursuant to an ordinance other than an ordinance specifically addressing employee discharge; death; or the end of the employment of a temporary, contract or part-time employee.

- Employee discipline

"Discipline" includes verbal reprimands; written reprimands; and suspensions without pay. Discipline does not include verbal notices or reminders, written reprimands, performance evaluations, documentation of employee acts and/or omissions in an employment file, non-disciplinary demotions, non-disciplinary adjustments to compensation or benefits, actions taken to address job performance such as establishment of a performance improvement plan or job targets; placing an employee on paid leave pending an internal investigation; or other personnel actions taken by the employer for non-disciplinary reasons.

- Workplace safety



"Workplace safety" includes conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, environmental hazards, safety of physical work environment, personal protective equipment, and workplace violence.

### III. Preliminary Procedures.

#### A. Preliminary Grievance Steps.

Step 1: Prior to filing a written grievance, employees should discuss any problem or complaint with his/her Immediate Supervisor to determine if the grievance can be resolved. Said discussion shall occur within five (5) business days (exclusive of Saturdays, Sundays, and holidays) of the happening or occurrence that gave rise to the grievance. The supervisor shall present his/her response within five (5) business days of the discussion. All time limits in this procedure may be extended by mutual agreement of the parties.

Step 2: If the grievance cannot be resolved at Step 1, the employee must file a written grievance with the Village Administrator no later than ten (10) business days after receipt of the Supervisor's response. The written grievance shall include: (1) a summary of the facts pertaining to the grievance; (2) a listing of all parties involved; (3) the remedy sought by the employee; and (4) the employee's signature. The Village Administrator shall meet with the grievant within ten (10) business days of receipt of the written grievance and then respond in writing within five (5) business days after the meeting.

### IV. Hearing Officer Proceedings.

#### A. Appeal To Hearing Officer.

Step 3: If the grievance is not resolved at Step 2, the employee may appeal a denial by filing a written request for a hearing before a Hearing Officer. This request must be received by the Village Administrator no later than ten (10) business days after the employee receives the Administrator's written response.

On appeal, the Administrator shall transmit the grievance, all grievance responses, and this Grievance Procedure to the Hearing Officer. As soon as is practicable thereafter, the Hearing Officer shall schedule a date for a hearing, but no more than twenty (20) business days after receipt of the materials from the Administrator. The hearing shall be held at a mutually agreeable time in a public building and shall be open to the public unless the Hearing Officer otherwise directs.

#### B. Hearing Procedure.

The Hearing Officer shall have the authority to administer oaths and issue subpoenas at the request of the parties and shall be responsible for the fair and orderly conduct of the hearing and the preservation of the record. Any party requesting a subpoena from the Hearing Officer is responsible for the fees associated with the subpoena. All testimony shall be taken under oath and shall be recorded by a court reporter under the supervision and control of the Hearing Officer, unless another method of recording is mutually agreed to by the parties and approved by the Hearing Officer. All costs associated with the court reporter and preparation of a transcript of the

hearing shall be evenly split between the parties. The Hearing Officer may only overrule a disciplinary action if the action taken was arbitrary or capricious.

C. Hearing Officer Decision.

The Hearing Officer shall submit his or her decision affirming or reversing the action with the reasons therefore in writing to the Administrator and the employee within fifteen (15) business days of the close of the hearing, the submission of the parties' written briefs, or availability of the hearing transcripts; if any, whichever is later, or on a later date mutually agreed upon by the parties.

V. Village Board Review.

A. Appeal to Village Board.

Step 4: Within five (5) business days of the date that the Hearing Officer's decision is mailed, either party may file with the Village Board a written notice of appeal of the Hearing Officer's determination to the Village Board. Any such appeal shall be on the written record, the preparation of which shall be the responsibility and at the cost of the party seeking the appeal. The appealing party shall supply a copy of the written record to the other party without charge. The written record shall be filed with the Village Board within fifteen (15) business days of the notice of appeal. No formal hearing shall be held before the Village Board. The Board shall receive no further evidence on the matter but may request additional written submittals of the parties on matters which were raised before the Hearing Officer or, at its discretion, meet with the parties to review the matter. The Village Board may retain outside counsel if necessary during the process.

B. Village Board Decision.

Within twenty (20) business days of the receipt of the written record, the Village Board shall make and file its written decision with the Administrator's office. The Administrator or designee shall, within five (5) business days, mail a copy of the decision to the last known address of the employee or the employee's representative. The Hearing Officer's determination may be affirmed, modified, or reversed by a majority vote of the Village Board. The Village Board's decision shall be final and binding on the parties. There shall be no subsequent right of appeal.

VI. Hearing Officer Selection.

A. Qualifications/Selection.

The Village may contract with a Hearing Officer to hear and determine appeals at Step 3. Any Hearing Officer so engaged shall not be a Village employee or receiving any compensation or benefits from the Village other than those described below.

The Village Administrator or designee shall create a panel of at least Three (3) individuals when needed who have indicated a willingness to serve in the capacity of Hearing Officer and who are experienced in personnel matters and/or who are active or retired attorneys, retired members of the judiciary, retired administrative staff, or currently on the list of arbitrators or mediators for the Wisconsin Employment Relations Commission, the Federal Mediation and Conciliation Service, or the American Arbitration Association. Each party shall have the right to strike one name from the list and the remaining named person shall serve as hearing officer.



B. Compensation.

The Hearing Officer shall be compensated at the the Hearing Officer's regular rate for the hearing, travel time, and time spent preparing a written decision. The compensation for the Hearing Officer will be split evenly between the parties.


VII. Settlement of Grievance.

A grievance shall be considered waived if not filed or appealed within the designated grievance timelines. Dissatisfaction is implied in recourse from one step to the next step. A grievance shall be deemed settled and dismissed at the completion of any step in the grievance procedure if all parties concerned are mutually satisfied or the grievance has not been timely processed to the next level. All settlements shall be in writing and signed by the employee in question and the appropriate Village official(s) involved at the step level that the grievance was settled.

VIII. Revisions/Updating.

This Policy may be revised, updated, or repealed by the Village Board at any time.

\*This policy was approved as HR-008 due to clerical error. The correct number for this policy is HR-009.

<b>POLICY ID: HR-010</b>		<b>TITLE: Catastrophic Illness/Injury Account</b>	
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION EFFECTIVE DATE Immediate		APPROVED BY VILLAGE BOARD:  Village Clerk	DATE: 10/22/2012
APPLIES TO:		<input checked="" type="checkbox"/> FLSA EXEMPT	<input checked="" type="checkbox"/> FLSA NON-EXEMPT
		<input checked="" type="checkbox"/> REPRESENTED EMPLOYEES	<input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

## POLICY

The Village of Kronenwetter hereby adopts this Catastrophic Illness/Injury Account policy to effect a smooth transition for employees who have accumulated more than the maximum allowed 720 hours of earned/unused sick time. This policy shall be an addendum to the Sick Leave Policy that is enumerated in the Kronenwetter Employee Handbook and shall affect all Full Time Employees of the Village of Kronenwetter and shall come into force on the date adopted by the Village Board. It shall be the responsibility of the Village Administrator in conjunction with the Village Clerk to administer this policy and to ensure that any discrepancies are brought before the Administrative Policy Committee at one of their regular meetings for adjudication.

Any employee having been hired before March 1, 2012 and having more than 720 hours of earned/unused sick time credited to their sick leave account as of March 1, 2012 shall have any hours in excess of 720 hours transferred to a Catastrophic Illness/Injury Account. The hours in this Catastrophic Injury/Illness account shall be available to be utilized by the employee whose name is on the account when/if the employee has exhausted his/her normal sick leave account. No additional time may be added to this catastrophic account. When the employee leaves Village employment, the employee shall not be eligible for pay out of any unused hours in the Catastrophic Illness/Injury Account.

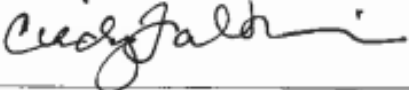
## Procedure

Upon passage of this Policy by the Village Board, the Village Administrator and Village Clerk will confer and identify those employees who are eligible to have a Catastrophic Illness/Injury Account created for them. The Village Clerk will record this information in the payroll system and, from time to time, the employees so having an account shall be informed of the current balance of the account.

When an employee who has a Catastrophic Illness/Injury Account exhausts all regularly accumulated sick time, the Village Clerk will debit the Catastrophic Injury of the employee the number of excess hours that are claimed by the employee up to the total number of hours in the Catastrophic Illness/Injury Account. Once an employee has used all of the hours available in his/her Catastrophic Illness/Injury Account, the Village Clerk shall close the account and the employee shall continue to follow all rules for sick leave usage as enumerated in the Village of Kronenwetter Employee Handbook.

Nothing in this addendum shall waive the requirement of employees having to report the reasons for his or her absence from duty to his or her Supervisor.



<b>POLICY ID: HR-011</b>		<b>TITLE: Internal Promotion Policy</b>	
<input checked="" type="checkbox"/> ORIGINAL	<input type="checkbox"/> REVISION	<b>APPROVED BY VILLAGE BOARD:</b>	<b>DATE:</b>
<b>EFFECTIVE DATE: 09/01/13</b>			<b>7/23/13</b>
<b>APPLIES TO:</b>		<input checked="" type="checkbox"/> FLSA EXEMPT	<input checked="" type="checkbox"/> FLSA NON-EXEMPT
		<input checked="" type="checkbox"/> REPRESENTED EMPLOYEES	<input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES
<p><i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i></p>			

**Purpose** - It is in the best interest of the Village to invest in the Village's employees to ensure that they are an available candidate that the Village can promote into a higher-level job when a position becomes available. The Village will save advertising expenses as well as time that the Village spends to bring a new employee up to speed with the policies and procedures by promoting from within. It also helps attract employees that are willing to commit more of their career tenure to the Village as they can see the potential for promotion, instead of having to move to another organization where they would be able to move up to a higher position in their career field.

**Procedure** - The procedure for promoting from within shall be as follows:

1. When an opening in a position occurs, the Village Administrator will post the opening internally for 5 working days. During that time, any current Village employee shall be able to apply for the open position. Upon conclusion of the 5-day internal posting period, the Village Administrator shall review any applications that the Administrator receives for any open positions. If after the 5-day internal posting period no candidates apply for the open position, then the Village Administrator shall advertise the position externally and hold interviews as necessary.
2. If the Village Administrator believes that an internal candidate shall meet the needs of the Village, then he or she shall interview that candidate discussing with them the increased time commitment, job responsibility and overall career direction with the candidate. If after the interview the Village Administrator believes that the candidate would be a suitable fit for the open position then she or he shall appoint that person to that position.
3. In the case of a department head position, if the Village Administrator believes that a proposed candidate would be suitable for a promotion to a department head position, the Village Administrator will submit a Personnel Requisition form, found in HR-004 to the Administrative Policy Committee (APC) of the Village, clearly marked as a "promotion". The Village Administrator will also provide the APC a suggested employment package for the employee in question as well as a suggested starting date for the employee in the new position. In the case where the Village has multiple candidates that the Village could promote to a position, the Village Administrator will submit to the APC the credentials of all candidates for the position with a recommendation as to whom he or she believes the Village should promote to the open position.
4. The APC at their next regular meeting will review the credentials of the candidate or candidates in question that the Village Administrator submits to them for promotion to a department head position during a closed session of the committee. Upon leaving closed session, the APC will make either an affirmative or a negative recommendation to the Village Board for promotion of the candidate in question.
5. The Village Board at their next regular meeting will review the recommendation of the APC regarding the promotion and either approve or reject the promotion as presented.

<b>POLICY ID:</b> <i>HR-012</i>		<b>TITLE:</b> <i>Health Savings Account Policy</i>	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION 12/27/2022 <b>EFFECTIVE DATE:</b> 01/01/2023		<b>APPROVED BY VILLAGE BOARD:</b> <b>DATE:</b> 12/27/2022 <b>Village Clerk:</b> <i>B. Blue</i>	
<b>APPLIES TO:</b> <input checked="" type="checkbox"/> FLSA EXEMPT <input checked="" type="checkbox"/> FLSA NON-EXEMPT <input checked="" type="checkbox"/> REPRESENTED EMPLOYEES <input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES			
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

### Purpose

The Village offers a High Deductible Health Plan (HDHP). The HDHP plan entails having a health plan with a high deductible, making the premium that the Village and the Village Employees pay lower overall. So that the cost of the higher deductibles does not overburden the Village employee(s) and make the Village less than a desirable employer of choice, the Village has put in place a Health Savings Account (HSA) program that any employee that is part of the Village HDHP coverage may take advantage of while employed by the Village. The HSA is the employee's account and is portable from employer to employer, hence upon leaving employment with the Village, the employee can take their health savings account with them to utilize with another employer who offers a HDHP or use into retirement.

### Procedure

Any employee who wishes to take advantage of the HSA program is required to open a qualifying HSA account at a financial institution of their choice. Once established the employee then reports to the Village Clerk the account information so direct deposit contributions can be made by the Village to that account. The Village and employee(s) will make contributions on the regular payroll pay days of the Village, and the employee may utilize their HSA account for any qualified medical expense.

Specifically, the Village will do the following:

- Once the employee has opened up their own private HSA account, and reported the account to the Village Clerk, the Village will annually **contribute** one thousand one hundred fifty dollars (\$1,150) to a Health Savings Account (HSA) for each employee subscribing to single coverage and two thousand two hundred fifty dollars (\$2,250) for family coverage via direct deposit. Prorated payments in the employee's HSA shall be made within (15) days of the beginning of each calendar quarter.
- Employees may elect to personally contribute to their HSA through payroll deduction. The Village shall **match** employee contributions to his/her HSA up to one thousand three hundred fifty dollars (\$1,350) for someone with single coverage and two thousand seven hundred fifty dollars (\$2,750) per year for someone with family coverage, up to a maximum annual contribution allowed by law. Contribution rates vary from year to year and employees are encouraged to review the US Department of Treasury rules for the maximum amount allowable. Village matching contributions shall be made via direct deposit to the Employee's HSA account and shall be made each pay period that the employee contributes.

The Village will require that Village employees be responsible for any and all administrative fees on their own HSA accounts and also for ensuring that their individual HSA is utilized in accordance with all current and applicable laws. For more information employees are encouraged to review HSA rules that are available on the Federal Government's website, at [www.treasury.gov](http://www.treasury.gov)

POLICY ID: <b>HR-013</b>		TITLE: <b>Insurance Contribution Rates</b>	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION EFFECTIVE DATE: <i>Immediate</i>		APPROVED BY VILLAGE BOARD: <i>Clean J. J. J.</i> Village Clerk DATE: <b>January 27, 2015</b>	
APPLIES TO: <input checked="" type="checkbox"/> FLSA EXEMPT <input checked="" type="checkbox"/> FLSA NON-EXEMPT <input checked="" type="checkbox"/> REPRESENTED EMPLOYEES <input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES			
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

**Purpose:**

The Village offers multiple health insurance plans, a plan that is offered to the current members of the Teamsters union known as Central States which is a weekly premium plan, and a High Deductible Health Plan (HDHP) which has a Health Savings Account (HSA) attached to it, and is a monthly premium plan. This policy defines what percentage of the total weekly or monthly premium regular full time non-public safety employees as defined by the Village of Kronenwetter Employee Handbook that are covered by either of these insurance policies shall pay for their health insurance, dental and life insurance policy.

**Procedure:**

Any non-public safety regular full-time employee who is covered by the Central States Insurance shall pay 10% of the total premium per week.

Any non-public safety regular full-time employee that is covered by the High Deductible Health plan (HDHP) shall pay 10% of the total monthly premium.

Any non-public safety regular full-time employee that is covered by a non-Central States Dental Plan shall pay 0% of the total monthly premium for coverage.

Any non-public safety regular full-time employee that is covered by a non-Central State Life Insurance policy shall pay 0% of the total monthly premium for coverage.



<b>POLICY ID:</b> <i>HR-014</i>		<b>TITLE:</b> <i>Insurance Opt-Out Policy</i>	
<input checked="" type="checkbox"/> <b>ORIGINAL</b> <input type="checkbox"/> <b>REVISION</b> <b>EFFECTIVE DATE:</b> <i>Immediate</i>		<b>APPROVED BY VILLAGE BOARD:</b>  <i>Village Clerk</i>	
		<b>DATE:</b> <i>April 28, 2015</i>	
<b>APPLIES TO:</b> <input checked="" type="checkbox"/> <b>FLSA EXEMPT</b> <input checked="" type="checkbox"/> <b>REPRESENTED EMPLOYEES</b>		<input checked="" type="checkbox"/> <b>FLSA NON-EXEMPT</b> <input checked="" type="checkbox"/> <b>Non-REPRESENTED EMPLOYEES</b>	
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

**Purpose:**

The Village offers multiple health insurance plans, however some employees have health insurance coverage under a spouse, domestic partner or parent and hence do not need to take coverage from the Village. This policy reimburses those employees that opt-out of current insurance coverage that the Village offers.

**Procedure:**

Any regular full-time employee who is eligible for the non-Central States Insurance coverage who agrees to opt out of the non-Central States health insurance coverage shall be reimbursed two hundred fifty dollars (\$250) per month, less applicable withholdings, provided the employee presents proof of health insurance coverage from another source.

There shall be no reimbursement paid for those employees that are covered by a non-Central States Insurance coverage who agrees to opt out of the non-Central States dental, life or any other coverages offered by the Village.






***Quarterly check-in***

The Village Board will meet quarterly in closed session to evaluate goal performance updates and any written notices provided to the Village Clerk that shall be held in the temporary file. The writer of a notice, that the Village Board is reviewing, shall be called upon by the Village Board to explain their reasons for the notice and to answer questions relating to the notice. Any notices without the writer present for questioning will be assumed to be without merit. The Village Administrator will be present for this questioning and be given a full opportunity to respond.

Once any notices are heard, the Village Board will then excuse all but the board members and discuss as to whether or not the notice will move to the administrator's permanent personnel file. During closed session the Village Board will make a motion to place the item on file if the Village Board so wishes.

<b>POLICY ID:</b> <i>HR-016</i>		<b>TITLE:</b> <i>Remote Work Policy</i>	
<input checked="" type="checkbox"/> <b>ORIGINAL</b> <input type="checkbox"/> <b>REVISION</b> <b>EFFECTIVE DATE:</b> <i>Immediate</i>		<b>APPROVED BY VILLAGE BOARD:</b> 	<b>DATE:</b> <i>01/26/2021</i>
<b>APPLIES TO:</b>		<input checked="" type="checkbox"/> <b>FLSA EXEMPT</b> <input checked="" type="checkbox"/> <b>FLSA NON-EXEMPT</b> <input checked="" type="checkbox"/> <b>REPRESENTED EMPLOYEES</b> <input checked="" type="checkbox"/> <b>Non-REPRESENTED EMPLOYEES</b>	
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

**Purpose:**

The Village is interested in providing a rich and flexible working environment that will meet the needs of the Village and supply citizens, as the Village's Mission Statement states, high-quality customer service through "innovation, a positive work environment and a commitment to excellence." For the Village to achieve that goal, the Village has brought in infrastructure to allow employees to work remotely, thus providing them a flexible working environment. The Village defines remote work and telecommuting for purposes of this policy as the practice of technology-assisted work conducted outside of a centrally located workspace, including but not limited to work undertaken in a location other than the employer's worksite, including outside calls and other work. This policy is adopted to set guidelines for using remote work and set expectations so that the Village treats each member of the team equally.

**Procedure:**

The Village will not allow remote work to occur before being approved. Any employee may request to work remotely by speaking to their department head. Department heads may ask to work remotely from the Village Administrator. The Village Administrator may be granted remote work via the Village Board's action at a regular board meeting.

Remote work will be granted at the department heads, administrator, or Village Board's discretion and is not guaranteed. The Village's needs, employees' workload, the prevailing weather conditions, and the scheduled usage of paid-time-off by other employees shall determine if the Village shall grant an employee remote work. In no case can an employee work remotely more than one day a week, and in no case can more than two employees in the general office remote work during the same day.

The following expectations for a remotely working shall apply.

1. While working remotely, any employee agrees to be available during the assigned business hours of 8 am to 4:30 pm for communication through phone, voice mail, e-mail, or direct electronic messages unless they supplement their remote work with paid-time-off.
2. The duties, obligations, responsibilities, and conditions of the employee's employment with the Village of Kronenwetter remain unchanged while the employee works remotely.
  - a. The employee's salary, retirement, vacation, sick leave benefits, and insurance coverage shall remain the same.

3. While the employee works remotely, the work hours, overtime compensation, use of sick leave, and approval for the utilization of vacation time will conform to Village policies and procedures, departmental guidelines, and the terms otherwise agreed upon by the employee the supervisor.
4. The employee, while working remotely, agrees to:
  - a. Maintain a safe and ergonomically sound work environment; and
  - b. Report work-related injuries to the supervisor at the earliest opportunity.
  - c. Hold the Village of Kronenwetter harmless for injury to others at the alternate worksite.
  - d. Be responsible for providing space and networking and internet capabilities from the remote work location.
    - i. The employer shall not reimburse the employee for network or internet access for these or related activities.
    - ii. The employer shall not reimburse the employee for consumable supplies, such as printer toner or paper for these or related activities.
5. The telecommuter agrees to provide a secure location for Village of Kronenwetter-owned equipment and materials and will not use, or allow others to use, such equipment for purposes other than Village business.
  - a. All equipment, records, and materials provided by the Village of Kronenwetter shall remain Village property.
  - b. The employee agrees to allow the Village of Kronenwetter reasonable access to its equipment and materials.
  - c. The employee agrees to report to the employee's supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
6. The employee agrees not to use their vehicle for the Village of Kronenwetter business unless specifically authorized by the Village Administrator.
7. If, while working remotely, the Village terminates an employee, the employee agrees to return the Village of Kronenwetter equipment, records, and materials immediately. The Village of Kronenwetter has the right to inspection, repair, replacement, or repossession Village of Kronenwetter-owned equipment.
8. The Village of Kronenwetter will not pay for the following expenses:
  - a. Maintenance or repairs of privately owned equipment;
  - b. Utility costs associated with the use of the computer or occupation of the work place;
  - c. Personal equipment supplies; and
  - d. Personal travel expenses associated with commuting.
9. The telecommuter will implement proactive information security steps in the remote work setting and check with his/her supervisor when security matters are an issue.
10. The employee understands that employee is responsible for tax consequences, if any, of this arrangement and for conformance to any local zoning regulations



<b>POLICY ID: HR-017</b>		<b>TITLE: Exit Interview Policy</b>	
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION <b>EFFECTIVE DATE: Immediate</b>		<b>APPROVED BY VILLAGE BOARD:</b> Cindra Falkowski <small>Digitally signed by Cindra Falkowski DN: cn=Cindra Falkowski, o=Village of Kronenwetter, ou=Village Clerk, email=falkowsk@c Kronenwetter.org, c=US Date: 2022.01.17 12:09:46 -0500</small> VILLAGE CLERK	
<b>APPLIES TO:</b>		<input checked="" type="checkbox"/> FLSA EXEMPT <input checked="" type="checkbox"/> FLSA NON-EXEMPT <input checked="" type="checkbox"/> REPRESENTED EMPLOYEES <input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES	
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

### Purpose

The Village is interested in maintaining high performing employees, constantly improving the working conditions of current employees and recruiting exceptional employees. To achieve better results the Village will send out a written exit interviews to employees that have recently ended their employment with the Village. This will allow the Village to explore the reasons for the employee's departure, improve the Village's processes, retain valuable employees and make the Village of Kronenwetter a better place to work.

### Procedure

The Village President will mail any full-time employee that voluntarily ends employment with the Village the attached document, along with a self-addressed return envelope and a letter. The letter shall state that the Village shall use the exit interview form to improve the Village processes and that any statements that the former employee makes will be kept confidential to the greatest extent possible.

Once the former employee returns the form to the Village, the Village President shall review it. If in reviewing the returned form the Village President believes that the returned exit interview relates to the performance of a current employee, then the Village President shall request that the Village Board discuss the returned form during a closed session. The closed session shall be as a closed session under § 19.85(1) (c) "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." If in reviewing the returned form, the Village President believes that the returned exit interview relates to the performance of someone other than a current employee, including current or former elected officials. And that the information provided would "likely to have a substantial adverse effect on the reputation of persons referred to" then the Village President shall request that the Village Board discuss the returned form during a closed session labeled as a closed session under § 19.85(1)(f) "Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations." The Village President will ensure that if the person named in the exit interview, is a current elected or appointed official of the Village, then that person shall be allowed to attend the closed session.

After the Village Board has reviewed the exit interview information in closed session, the Village Board will come out of closed session and recommend that the Village Administrator or Village Board take any action as necessary to improve the Village's operations.

<b>POLICY ID: <i>HR-018</i></b>		<b>TITLE: <i>Wage Tracking Policy</i></b>	
<input checked="" type="checkbox"/> <b>ORIGINAL</b> <input type="checkbox"/> <b>REVISION</b> <b>EFFECTIVE DATE: <i>Immediate</i></b>		<b>APPROVED BY VILLAGE BOARD:</b>  <b>VILLAGE CLERK-Signature</b>	<b>DATE:</b> <i>5/9/22</i>
<b>APPLIES TO:</b> Village Administrator Village Clerk Finance Director/Village Treasurer Community Development Director Public Works Director			

**Purpose**

The Village is interested in monitoring the time spent by employees on different activities to ensure that the costs for employees are correctly allocated to the various departments of the Village. This policy will allow the Village to adjust the funding for employees to better reflect how employees are spending their time.

**Procedure**

Each employee covered under this policy, in addition to tracking their time on their time cards will also track the time they work during the day in one-hour increments in different categories. They will also describe in ten words or less what they did during that time, for example if the Public Works Director inspected a sewer lift station for two hours they will put "Sewer-2-Inspected lift station thirteen, talked to vendor on pump replacement." They will submit these reports along with their timecards to the Village Clerk. The Village Clerk will track the time, and each month, submit a combined report to the Administrative Policy Committee (APC) who shall then refer the report to the Village Board each month. The Village Clerk will also send this report to the Village Administrator for use in developing the subsequent year's budget. The Village Administrator will present as part of the budgeting process a breakdown of where each employee covered by this policy is spending their time and recommend a change in the breakdowns for each employee covered by this policy. The Administrative Policy Committee nor the Village Board have to approve this recommended percentage change.

The categories for employees shall be the following

**General Government**-This shall involve general government operations, such as accounts receivables, account payables, elections, and other general government activities.

**Cons & Development**-This shall involve all costs associated with conservation and development activities of the general fund which shall include, community events, and marketing.

**Bld Inspector**-This shall involve all costs associated with building inspection of the Village.

**Parks**-This shall involve all costs associated with parks of the Village, but shall not include community events taking place in a park.

**Recycling**-This shall involve all costs associated with garbage collection and recycling collection.

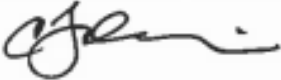
**Public Works**-This shall involve all costs associated with Public Works activities, which include road maintenance, sign maintenance, and road side maintenance such as storm sewer ditches, and tree trimming.



**Water-** This shall involve all operations involving the water utility, including Pumping Expense, Transmission and Distribution Expense, Customer Account Expense, Administrative and General Expense relating to the water utility.

**Sewer-** This shall involve all operations involving the sewer utility.

**RDA-** This shall all involve all work relating to the Tax Increment Districts. These hours shall be divided across each TID with 30% of the costs going to TID #1, 60% of the costs going to TID #2, 5% of the costs going to TID #3, and 5% of the costs going to TID #4.

<b>POLICY ID: FIN-001</b>		<b>TITLE: Business Credit Cardholder Policy and Agreement</b>	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION <b>EFFECTIVE DATE:</b> <i>Immediate</i>		<b>APPROVED BY VILLAGE BOARD</b> 	<b>DATE:</b> <i>July 23, 2013</i>
<b>APPLIES TO:</b>		<input checked="" type="checkbox"/> FLSA EXEMPT	<input checked="" type="checkbox"/> FLSA NON-EXEMPT
<input checked="" type="checkbox"/> REPRESENTED EMPLOYEES		<input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES	
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

The Village of Kronenwetter has an agreement, currently with Visa through River Valley Bank, which provides certain employees with a business credit card at the Village's expense to be used strictly for Village related expenditures. The cardholder is responsible for the card's safekeeping. It may not be transferred to, assigned to, or used by anyone other than the cardholder.

The business credit card is only to be used for Village of Kronenwetter business related expenses including but not limited to hotels/motels, meals, automobile fuel and rentals, air, cab, bus, and train fare, travel agencies, conference registrations and office supplies/computer equipment. A single purchase exceeding \$500 must be approved by the Treasurer before using the credit card as the method of payment.

No personal use of the credit card is permitted. No cash advances are permitted. If an unauthorized purchase is made, the cardholder will become personally responsible for the purchase.

It is the cardholder's responsibility to obtain itemized transaction receipts from the vendor each time the business credit card is used. These receipts must be attached to the Credit Card Receipt Information Form and submitted to the Deputy Clerk/Treasurer as soon as possible after the purchase and no later than the 10<sup>th</sup> day of each month. A CREDIT CARD RECEIPT INFORMATION FORM WITH THE ATTACHED VENDOR RECEIPT MUST BE SUBMITTED FOR EVERY PURCHASE MADE WITH THE VILLAGE BUSINESS CREDIT CARD. A short description of the purchase and the appropriate expense category (if known) is required to be completed on the Credit Card Receipt Information Form. The reconciliation procedures must be followed in order to insure proper reporting of the cardholder's expenses.

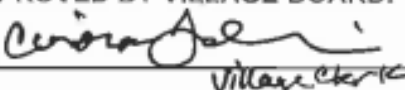
The cardholder is required to sign the business credit card immediately upon receipt. The card may be used immediately upon activation. When the current credit card is set to expire you will receive a new card in exchange for the expiring credit card. A stolen or lost credit card must be reported immediately to the Treasurer or Deputy Clerk/Treasurer.

Failure to comply with the above will result in termination of business credit card privileges and possible further disciplinary actions.

I \_\_\_\_\_ agree that the use of my card will be for Village of Kronenwetter business expenditures only and that I will be the sole user of the card. I further agree to comply with the terms stated in the policy, and return the card upon my termination or upon request.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<b>POLICY ID:</b> FIN-002		<b>TITLE:</b> Employee Cellular Telephone Policy	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION 05/11/2009    1/12/2017 03/01/2012 <b>EFFECTIVE DATE</b> Immediate		<b>APPROVED BY VILLAGE BOARD:</b>  Village Clerk	
		<b>DATE:</b> 1-12-17	
<b>APPLIES TO:</b> <input checked="" type="checkbox"/> FLSA EXEMPT <input checked="" type="checkbox"/> REPRESENTED EMPLOYEES		<input checked="" type="checkbox"/> FLSA NON-EXEMPT <input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES	
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

**PURPOSE** - To establish guidelines for the issuance and usage of Village-owned cellular telephones, to address Village of Kronenwetter business use of personal cellular telephones, and to establish procedures for monitoring and controlling costs related to cellular telephone use. This policy outlines the cellular phone options supported by the Village of Kronenwetter, guidelines for appropriate use, and other administrative issues relating to cellular telephone acquisition. This policy was created in order to enhance employee safety, limit Village liability, and help manage telecommunications costs.

**SCOPE** - This policy applies to all Village employees and other persons who have or are responsible for any cellular device issued by the Village of Kronenwetter.

**RESPONSIBILITIES** - Employees wishing to participate in the Village of Kronenwetter Cellular Telephone Program must apply and receive Supervisor approval. The employee's Supervisor must approve the application forms and authorize participation before submitting the application to the Village Administrator.

The Administrator makes the final decision regarding an employee's eligibility for participation in the Village Cellular Telephone Program and for determining the employee's Occasional or Frequent User status and the service plan level. The Finance Director/Treasurer, under the direction of the Village Administrator, has the responsibility to administer and maintain the Village Cellular Telephone Policy.

It is imperative that employees who use either Village-owned or Village-subsidized cellular telephone devices for business purposes use those devices appropriately, responsibly, and ethically. Their use should not be allowed to intrude upon the efficient conduct of business.

**CELL PHONE USE LEVELS** - The Village of Kronenwetter defines two (2) levels of cellular telephone users.

**1. Occasional User** - A Village of Kronenwetter employee who needs to be reached for Village business on his/her personal cellular telephone on an intermittent, occasional basis.

**2. Frequent User** - A Village of Kronenwetter employee who needs to conduct Village business through the use of a cellular telephone on a routine or frequent basis. Typically, the Frequent User's job responsibilities require:

- The employee must be reachable immediately.
- The employee must be contacted outside of normal business hours.
- The employee is not normally present at a fixed workstation and timely communication is necessary for their job responsibilities.
- The employee is required to make frequent and/or prolonged travel.



## VILLAGE OF KRONENWETTER CELLULAR TELEPHONE PROGRAM OPTIONS:

### (1) OCCASIONAL USER OPTION - PERSONAL CELLULAR TELEPHONE DEVICES:

An Occasional User will use his/her personal cellular telephone device and service plan and receive a monthly reimbursement of fifteen dollars (\$15) from the Village of Kronenwetter. The Village will publish the Occasional User's personal cellular telephone number in the *Employee and Village Official Contacts Directory* distributed to all Village employees and Village officials (elected and appointed). The Village will not publish the Occasional User's personal cellular telephone number to the public. The Village recognizes NO additional obligation for the personal cellular telephone device and personal cellular telephone service plan outside of the monthly \$15 reimbursement.

### (2) FREQUENT USER OPTION - PERSONAL CELLULAR TELEPHONE DEVICES:

The Frequent User will use his/her personal cellular telephone device and service plan and receive a monthly reimbursement of forty dollars (\$40) from the Village of Kronenwetter. The Village may publish the Frequent User's personal cellular telephone number in the Village's Emergency operation plan and will not release this number to the general public unless permission to do so is granted by the employee so being reimbursed. The Village recognizes NO additional obligation for the personal cellular telephone device and personal cellular telephone service plan outside of the monthly \$40 reimbursement.

**Appropriate Use (Options 1 & 2)** -The employee must present documentation regarding the personal monthly plan cost when applying for the Cellular Telephone Program and as requested by the Village. At no time shall Village reimbursement exceed the cost of the personal monthly plan.

The Village requires that employees who are reimbursed for their personal phones be available to take business calls during all business hours. Employees who are reimbursed at the Frequent User level (2) must be available to take business calls after-hours as well as during standard business hours. Nonexempt employees who take business calls while "off the clock" will be paid for actual time worked.

Employees who are reimbursed for personal cell phones must sign acknowledgement of the fact that all cell phone invoice details are subject to audit and to public records requests as allowed by State law.

### (3) FREQUENT USERS OPTION - VILLAGE OWNED CELLULAR TELEPHONE DEVICES

**Appropriate Use:** The following must be observed:

1. Village-owned cellular devices are property of the Village and must be treated, used, and safeguarded as such. If an employee damages or loses a Village-issued cellular telephone, the employee must immediately notify the Finance Director/Treasurer.
2. The Village strongly encourages the use of personal password protection on all mobile devices.
3. Employees may not use a Village-owned cellular telephone for personal use that is other than incidental, for the purpose of illegal transactions, harassment, or obscene behavior, or in ways that are not in accordance with other existing employee policies.

4. Village of Kronenwetter will pay for reasonable business-use costs associated with issued cellular telephones. The Finance Department reviews all itemized bills for user compliance with these policies and processes them for payment.
5. Under no circumstances are any purchases allowed through the cellular phone, including but not limited to ringtones, games, and any other monthly third party services.
6. Directory assistance calls are not included in the monthly service; use alternative means or free directory service number to obtain unknown phone numbers.
7. The SIM card that you receive links to your assigned cell phone number and the allowed mobile phone features. Do not abandon or re-assign the SIM card to another user unless approved by your Supervisor and the Finance Director/Treasurer. The Village maintains records identifying the assigned user of each phone number.
8. Upon termination of employment, users must return all cellular telephones and all original accessories to the Village Finance Director/Treasurer; if items are not returned, appropriate replacement costs will be deducted from employee's final paycheck.
9. The Village expects that employees who are designated Frequent Users will be available to take business calls after-hours as well as during standard business hours. Non-exempt employees who take business calls while "off the clock" will be paid for actual time worked.
10. Employees must sign acknowledgement of the fact that the cell phone invoice details are subject to audit and to public records requests as allowed by State law.

The Village reserves the right to make changes to this policy at any time and will notify those affected by the updated policy at the time of change.

**Policy Non-Compliance** - An employee's supervisor will be advised of any breaches of this policy and will be responsible, under the direction of the Administrator, for determining appropriate remedial action including employee reimbursement of costs in excess of monthly service plan. This may also include revocation of the privilege to use the Village cellular device, services being blocked, and other possible disciplinary action.



**EMPLOYEE DECLARATION:**

*I have read and understand the above Cellular Telephone Policy, and agree to adhere to the rules outlined therein.*

*I understand that all cellular telephone invoice details are subject to audit and to public records requests as allowed by the State of Wisconsin.*

\_\_\_\_\_  
Employee Name


\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Wireless Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director/Treasurer

*Please make a copy of the signoff page to keep for your records; originals will be kept with your personnel file.*

<b>POLICY ID: FIN-003</b>		<b>TITLE: Accounts Payable Policy</b>	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION <b>EFFECTIVE DATE Immediate</b>		<b>APPROVED BY VILLAGE BOARD:</b> <b>DATE:</b>  <b>Village Clerk</b> <b>1/12/16</b>	
<b>APPLIES TO:</b> <input checked="" type="checkbox"/> FLSA EXEMPT <input checked="" type="checkbox"/> FLSA NON-EXEMPT <input checked="" type="checkbox"/> REPRESENTED EMPLOYEES <input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES		<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>	

### Purpose

To establish guidelines for the payment and proper expense allocation of all Village of Kronenwetter accounts payables that will ensure proper internal controls.

### Scope

This policy applies to all Village employees and other persons who have or are responsible for receiving payables due from the Village of Kronenwetter.

### Receipt of Vendor Invoices

When a physical vendor invoice is received, it is to be placed in the mailbox of the Account Clerk. When a vendor invoice is received via email, it is to be forwarded to the mailbox of the Account Clerk.

The Account Clerk in conjunction with the Department Heads will determine the department in which the invoice will be applied and creates a payment voucher for the applicable department head for signature approval. The voucher will contain:

1. The Payee/Vendor name and address
2. A short description of the invoice
3. The expense account number the invoice will be charged against (If the account number is unknown by the Account Clerk, it will be left blank for the department head to complete) – Some invoices may have more than one expense account.
4. The total invoice amount

The department head will review the payment voucher and vendor invoice for accuracy. The department head will verify that all information is correct by signing the payment voucher. The payment voucher is attached to the front of the vendor invoice and placed in the mailbox of the Account Clerk.

In the case that a vendor invoice is delivered directly to a department head, the department head will review the invoice for accuracy and approve payment for the invoice by signing the front page of the invoice, indicating the total amount to be paid and writing down the applicable expense account. If the expense account is not known by the department head, the Account Clerk and/or the Treasurer will assist in determining the correct expense account. Upon receipt of the signed vendor invoice from the department head, the Account Clerk will create a payment voucher and process for payment.

In the case of an invoice for a recurring payment involving a contract that has been signed by the appropriate department head, the Account Clerk will process the invoice for payment pursuant to the direction of the signed contract.

## Invoices Needing Additional Approval

### RDA

All invoices that are to be allocated to TID expense accounts that are over \$1,000, and outside of ongoing debt and interest payments will be given to the Treasurer to be included on the upcoming RDA meeting agenda for payment approval. All contracts for services, as per Village policy FIN-004, for such things as legal, architectural, engineering, auditing, maintenance contracts and janitorial contracts will be presented to both the RDA and then to the Village Board for approval. The RDA will vote on the payment approval of each TID related invoice. When an invoice has been approved by the RDA, the RDA Chairperson will sign the invoice indicating payment approval. All invoices approved by the RDA will be delivered to the Account Clerk by the RDA Secretary to be processed for payment. A payment voucher is created by the Account Clerk to be attached to the signed vendor invoice.

### Capital Operating Budget and Capital Project Borrowings

All invoices that are to be allocated to the Capital Operating Budget and/or Capital Project Borrowings must be approved by the department head (if applicable) AND the Treasurer or Administrator.

### Wire Transfer Payments

All wire transfer payments will be initiated by the Treasurer. A payment voucher along with a wire transfer form will be created for each wire transfer. The wire transfer form must be signed by the Treasurer and either the Village Clerk or the Village Administrator. The payment voucher is to be signed by the Treasurer.

### Check Processing

The Account Clerk will process all check payments. A check for payment will only be processed when the Account Clerk has all required back-up documentation for the payment. When a check is cut the following items are attached:

1. The signature approved payment voucher
2. The vendor invoice
3. The check stub

The above documentation is given to the Treasurer for review. The Treasurer will verify the following information:

1. The Payee/Vendor
2. The check amount
3. The check number
4. The expense account

The documentation is then filed in the Accounts Payable files. All Accounts Payable files will be retained by the Village for 7 years.



<b>POLICY ID: FIN-004</b>		<b>TITLE: Purchasing Policy</b>	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION <b>EFFECTIVE DATE</b> Immediate		<b>APPROVED BY VILLAGE BOARD:</b>  VILLAGE CLERK	<b>DATE:</b> 7/27/2021
<b>APPLIES TO:</b> <input checked="" type="checkbox"/> FLSA EXEMPT <input checked="" type="checkbox"/> FLSA NON-EXEMPT <input checked="" type="checkbox"/> REPRESENTED EMPLOYEES <input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES		<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>	

## POLICY

The Village of Kronenwetter hereby adopts this Purchasing Policy to maintain uniform purchasing rules for all departments, assist staff with guidelines on everyday purchases and to ensure that purchases are completed in a transparent manner so that the public may be aware of any expenditure. It is hoped that with the adoption of this policy that purchases can be streamlined, purchases can follow a regular method and that those that are outside of the organization can easily track expenditures to conform with open and honest government standards.

This policy shall be applicable to contracts for the procurement of supplies, services, and construction, entered into by the Village of Kronenwetter after the effective date of this policy. The Village shall apply this policy to all expenditures of public funds by a public agent for public purchasing irrespective of the source of the funds.

When the procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations.

The Village Administrator shall be charged with the enforcement of the rules that are set out by this policy. In the case where the position of the Village Administrator is vacant, the Village Treasurer will be charged with enforcement of this policy.

The following regulations and requirements to organization behavior are hereby adopted:

- It shall be the policy of the Village of Kronenwetter to attempt to first purchase any item as locally as possible from Wausau Chamber, Mosinee Chamber and Village of Kronenwetter businesses when financially feasible and competitive.
- In the case where there is a State of Wisconsin cooperative purchasing agreement in place, the prices from these products shall be compared to locally purchased items and evaluation of support for local businesses, and the local economy shall be weighed against the amount of money that is saved by utilizing a State of Wisconsin purchasing agreement.
- At no time shall any Village employee participate directly or indirectly in a procurement activity when the Village employee shall financially profit from the purchase activity, in cases of this nature, a purchase shall be recommended to an employee's supervisor with employees recommending to a department head, and a department head recommending the purchase to the Village Administrator. In the case where there exists a conflict of interest in the position of the Village Administrator, the Administrator shall disclose such conflict to the governing body and the purchase activity shall be approved prior to purchase by the governing body.

- While price should be one of the most important factors in purchasing, transportation, impact on the environment and previous village experience with products shall also be weighed in making purchasing decisions. Any item that is lower in price but is passed over for any of the other reasons enumerated herein shall have that deciding factor noted in Village records.

## PROCEDURE

### GENERAL INFORMATION

All professional contracted legal, architectural, engineering, auditing, financial advising, ambulance, informational technology and garbage services, except in the case of emergency purchases, must have review by the Administrative Policy Committee (APC) and prior approval of the Board, no matter the amount of the contract.

Line Item budgeted contracts for repairs and maintenance of existing equipment under the purchasing levels detailed below, such as repairs to existing information technology equipment, utility pumps, traffic signals, window cleaning, floor waxing, vehicle repairs and building maintenance shall require only approval of the Village Administrator. Contracts that include expenses that exceed \$10,000, unless emergency in nature, shall be reviewed by the Administrative Policy Committee, and shall be presented to the Village Board for approval prior to a contract being approved.

Purchases made by the Village of Kronenwetter are grouped under the following categories.

1. Purchases up to and equal to \$499.99. These purchases shall not require authorization of a department head before purchase but shall require the approval of the relevant department head, after the purchase is made.
2. Line Item budgeted purchases from \$500 up to and equal to \$2,500. These purchases shall require approval of the relevant department head prior to being purchased.
3. Line Item budgeted purchases over \$2,500 and up to \$10,000. These purchases shall require approval of the relevant department head and also the Village Administrator.
4. Purchases over \$10,000 and up to \$35,000. These purchases shall require approval of the relevant department head, Village Administrator, review by the Administrative Policy Committee and approval of the Village Board.
5. Purchases over \$35,000. These purchases shall require review by the Administrative Policy Committee and approval of the Village Board and shall follow the current applicable State of Wisconsin bidding procedure unless they are for services such as legal, engineering, architectural, etc.
6. Emergency Purchases

All payments shall be submitted to the Administrative Policy Committee and then onto to the Village Board for review at their respective regular meetings.

### EXCEEDING BUDGETED EXPENDITURE LINE ITEM TOTAL

It is the assumption of the purchasing policy that all requested expenditures has been provided for in the current budget. Purchases that will result in the expenditure line item exceeding the current budgeted amount require approval before the purchase is executed. The Department Head shall first notify the Village Administrator that the expenditure being requested will result in the expenditure line item budget overage and provide written documentation regarding the expenditure to the Administrator.

The Village Administrator will have the authority to approve expenditures that exceed the line item budget up to \$5,000 and if the total applicable department budget will NOT result in an overage. These expenditures shall be reported to the APC and the Village Board. These expenditures shall be collected on a report and reported on an annual basis.

Any expenditure request that will result in a line item budget overage greater than \$5,000 will need review and recommendation to the Village Board from the Administrative Policy Committee and Village Board approval. Also any expenditure that will result in an overage of any amount of the total applicable department budget will need review and recommendation to the Village Board from the Administrative Policy Committee and Village Board Approval. These changes to the Budget are considered budget amendments which require Village Board approval and proper notification to the public per State of Wisconsin statutes.



**UNAUTHORIZED PURCHASE**

An unauthorized purchase will be considered a personal purchase and the individual who made the purchase may be personally liable for payment as well as subject to possible further disciplinary actions.

**INVENTORY**

Please refer to the Village Inventory Policy for details.

**CAPITAL ASSETS**

An item qualifies as a Capital Asset if it is over \$5,000 in value and has a life span of more than 3 years. Purchases of new capital items which are not replacing another capital item, shall require a recommendation of the APC and require approval of the Village Board. All Capital Asset items are also Inventory.

**LINE ITEM BUDGETED PURCHASES UP TO AND EQUAL TO \$2,500**

These purchases can be handled in the most effective way deemed appropriate by the Department Head. Alternative price quotations are strongly encouraged but not mandatory. Periodic price quotations are acceptable for similar items purchased throughout the year even though individual orders are less than \$2,500 on budgeted items. (An example would be small automotive supplies.) Annual or semiannual price comparisons are to be made with purchases in between being made from the best source based on the most recent comparison.

**LINE ITEM BUDGETED NON-ROUTINE PURCHASES OVER \$2,500 AND UP TO AND EQUAL TO \$34,999**

Non-Routine Purchases over \$2,500 and up to and equal to \$34,999 are required to have at least three (3) alternative price quotations in writing. Exceptions to the requirement can be made for sole source purchases, standardized equipment, standardized chemicals, or other similar circumstances. Items that are purchased periodically during the year can be purchased based upon annual price quotations. Such purchases must be submitted to the Village Administrator for approval in the form of a memo. Information to be included in the memo is as follows:

- Description of purchase
- Budget amount
- Recommended source and price
- If price is over budget, an explanation of and a budget transfer from where the additional funds will be obtained
- Alternate price quotations or explanation for not seeking them
- Explanation of recommendation if it is other than the lowest price

It should be noted that any purchases that exceed \$10,000 in nature will require approval by the Village Board in addition to the relevant Department Head and Village Administrator approval.

**PURCHASES OVER \$35,000**

Require the following:

Advertisement Information

Formal bids must be advertised in a local newspaper at least 10 business days before the bid opening. (Bid notices will also be available via the Village website.) The ad must include the date, time and location of the bid opening. The Village Administrator, in conjunction with the appropriate Department Head, will establish the time and date of the bid opening.

Bidders List

Departments will prepare a list of qualified vendors to be contacted for the submission of bids. Particular care should be taken to include appropriate local vendors. Bid specifications or notice of availability of specifications will be (e-)mailed to all vendors on the bidder's list. The bid specifications will also be made available via the Village website.

Written Specifications

Department Heads will prepare written specifications outlining the technical characteristics desired. These will be provided to all interested vendors. If appropriate, a pre-bid conference may be scheduled to assure adequate understanding of the specifications. All bidders must be notified in writing (use of e-mail is acceptable) of pre-bid conferences. Under no circumstances is staff to converse with any prospective bidder during the bidding process outside of the pre-bid conference. Should it become necessary to revise any portion of a bid specification, notice shall be promptly delivered to all prospective bidders through a bid addendum.

Bid Opening and Recommendation

All competitively bid projects are to be sealed and opened by the respective Department Head and the Village Administrator. Following the bid opening, the Department Head will make a written recommendation to the Village Board through the Village Administrator. The written recommendation shall include:

- Description of purchase
- Budget amount
- Recommended source and price
- If price is over budget, an explanation why and a budget transfer from where the additional funds will be obtained
- Alternate price quotations or explanation for not seeking them
- Explanation of recommendation if it is other than the lowest price

If approved by the Department Head and Village Administrator or Designee, a Resolution, as drafted by the Village Administrator may be adopted by the Village Board authorizing the acceptance of such bid.

Exceptions

Normally, services such as legal, engineering, architectural, etc., are exempt from the competitive bidding process. However, these types of services shall be purchased using the "Request for Proposals" (RFP) process. This is similar to a competitive bidding process but does not require some of the formality such as an advertisement. The focus of the analysis in an RFP is dependent upon the service needs. RFPs can be requested by the Village Board.

Other exceptions include sole source, need to standardize, etc. Such reasons should be appropriately detailed in the written recommendations to the Village Administrator. The Village may, in times of emergency waive the provision of this section.

These purchasing procedures are not to be used for Public Works type improvements where all or a portion of the costs are paid from assessments to the benefiting properties. Procedures established in Wisconsin Statutes 62.15, 62.29 shall apply.

**EMERGENCY PURCHASES**

Emergency purchasing procedures should be used only when normal purchasing channels are not available.

Whenever feasible, emergency purchases are to be approved by the Village Administrator. If it is not feasible to follow the normal procedures, the Department Head shall request a signature from the Village Administrator after the completion of an emergency purchase. The Department head will indicate the Emergency Purchase on the voucher including justification of the emergency purchase and sign-off is required by the Village Administrator.

Emergency purchases may be made:

- When there is a need for immediate delivery of items
- To prevent delays in work or construction schedules
- When there is an immediate threat to public health or safety
- To meet emergencies rising from unforeseen causes

**PETTY CASH FUND**


Petty cash disbursements of approximately \$50 (or less) may be paid from a petty cash fund which is maintained in the Treasurer's office. The Treasurer will log the transaction in the petty cash ledger. Petty cash funds may be obtained either prior to or after purchase, upon filing of the necessary documents. Receipts are necessary for all disbursements.

**INTERNAL CONTROLS**

Advertisement for bids must be published for all purchases at or above \$35,000 (not to include professional services such as engineering/legal contracts).

- Appropriate documentation (supporting invoices) must be attached for all disbursements.
- Original bills, not copies, must be used for documentation.
- All invoices must have Department Head approval prior to drawing the check.
- Board approval must be obtained for all disbursements as presented at Village Board Meetings.
- Every effort should be made to avoid finance or late charges.
- Accounts Payable Department will mail out checks.
- Adequate security must be provided over unused checks.
- Checks must NOT be signed prior to being completely filled out.
- Numerically controlled, pre-numbered checks must be used.
- The Treasurer will review all processed checks before the checks are distributed.



<b>POLICY ID: FIN-005</b>		<b>TITLE: Investment Policy</b>	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION <b>EFFECTIVE DATE: Immediate</b>		<b>APPROVED BY VILLAGE BOARD:</b>  <b>DATE:</b> November 26, 2012	
<b>APPLIES TO:</b>		<input checked="" type="checkbox"/> FLSA EXEMPT <input checked="" type="checkbox"/> REPRESENTED EMPLOYEES	<input checked="" type="checkbox"/> FLSA NON-EXEMPT <input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

## PURPOSE

The purpose of this policy is to enhance opportunities for prudent and systematic investments which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Village.

The investment practices of the Village of Kronenwetter are based on state law and prudent money management. All funds will be invested in accordance with this policy and Wisconsin Statute 66.0603. The investment of bond proceeds will be further restricted by the provisions of relevant bond documents.

## SCOPE

It is intended that this policy cover all funds and investment activities under the direction of the Village.

### I. General Objectives

The primary objectives, in priority order, of the Village's investment activities shall be:

- 1) **Safety:** Safety of principal is the foremost objective of the Village's investment program. Investments shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio. The objectives will be to mitigate credit risk and interest rate risk.
  - a) **Credit Risk** is the risk of loss due to the failure of the security issuer, financial institution or backer. Credit risk may be mitigated by:
    - Limiting investment to the safest type of securities;
    - Pre-qualifying the financial institutions, broker/dealer, intermediaries and advisors with which the Village will do business; and
    - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
  - b) **Interest Rate Risk** is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:
    - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations thereby avoiding the need to sell securities on the open market prior to maturity; and
    - By investing operating funds primarily in shorter-term securities



- 2) Liquidity: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
- 3) Yield: The Village's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and Village's cash flow needs. Return on investment is of least importance compared to the safety and liquidity objectives described above.

## II. Standards of Care

- 1) Prudence: The standard prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.
- 2) Ethics and Conflicts of Interest: Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the Village's investment portfolio, particularly with regard to the time of purchases and sales.
- 3) Delegation of Authority: Responsibility for the operation of the investment program is hereby delegated to the Finance Director/Treasurer under direction of the Administrator, who shall carry out established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include reference to: safekeeping, delivery vs. payment, investment accounting, wire transfer agreements, collateral/depository agreements and banking services contracts. No person may engage in an investment transaction except as provided under the terms of this policy, and the procedures established by the Finance Director/Treasurer. The Village Finance Director/Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of assistants.

## III. Safekeeping and Custody

- 1) Authorized Financial Dealer and Institution: The Finance Director/Treasurer under direction of the Administrator will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Wisconsin. No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Village Finance Director/Treasurer with the following: audited financial statements, proof of Financial Industry Regulatory Authority certification, trading resolution, proof of state registration, certification of having read the Village's investment policy.

An annual review of the financial condition and registration of qualified bidders will be conducted by the Finance Director/Treasurer.

Current audited financial statements are required to be on file for each financial institution and broker/dealer in which the Village invests.

- 2) **Internal Controls:** The Village Finance Director/Treasurer under direction of the Administrator is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Village are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefit likely to be derived; and (2) the valuation of costs and benefits require estimates and judgments by management.

Accordingly, the Village Finance Director/Treasurer shall provide the Administrative Policy Committee (or its successor committee) with a monthly report (to be presented at the monthly Administrative Policy Committee meeting) of investment activity. This report will be shared with the Village Board on a monthly basis. The report shall include:

- A summary of current investments including purchase/maturity date, financial institution and interest rate.
- Funds available for investment and anticipated investment of those funds.

The Administrative Policy Committee will be authorized to provide input to the Finance Director/Treasurer regarding all investment activities.

#### IV. Suitable and Authorized Investments

- 1) **Investment Types:** Consistent with Wisconsin State Statutes, the following investments will be permitted by this policy.
- Bonds or securities issued or guaranteed as to principal and interest by the federal government, or by a commission, board or other instrumentality of the federal government.
  - Governmental agency securities (EX Fannie Mae, Freddie Mac, Ginnie Mae)
  - Business checking accounts, Certificate of Deposits and, money market accounts in any financial institutions authorized to transact business in the State of Wisconsin, and approved in accordance with section III(1) of this policy.
  - Bonds or securities of any Single A or better rated (as rated by S&P or Moodys) county, city, drainage district, vocational, technical and adult education district, village, town or school district in the State of Wisconsin.
  - Any security which matures or which may be tendered for purchase at the option of the holder within not more than 7 years of the date on which it is acquired, if that security has a rating of AA- or higher by Standard & Poor's corporation, Moody's investors service or other similar nationally recognized rating agency or if that security is senior to, or on a parity with, a security of the same issuer which has such a rating.
  - State of Wisconsin's Local Government Investment Pool or other similar investment pools legally authorized to do business in the State of Wisconsin. These portfolios need to be monitored periodically.
  - Money market mutual funds regulated by the Securities and Exchange Commission, whose portfolios consist of U.S Treasury or Government Obligations and are managed according to the Village's investment objectives.
  - Securities of open-end management investment company (closed-end mutual fund) provided the investments are limited to Treasuries of Government Agencies, Bonds guaranteed as to

p. 3 of 4

This policy is not intended, and should not be construed, to limit or prevent an employee from exercising rights under the National Labor Relations Act. The Village of Kronenwetter retains the right to amend or change this policy at any time without prior notice.



the principal and interest by the Federal Government or Governmental Agency and Repurchase agreements collateralized by the above types of securities. Municipal securities issued by the State of Wisconsin in accordance with the issuers and type detailed in the statute.

- 2) Collateralization: Where allowed by state law, full collateralization will be required on all demand deposit accounts and non-negotiable certificates of deposit.

## V. Investment Parameters

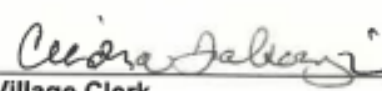
- 1) Maximum Maturities: To protect public funds from market price losses resulting from rising interest rates, the Village will, to the extent possible, attempt to match its investments with anticipated cash flow requirements. The Village will not directly invest in securities maturing more than seven years from the date of purchase.
- 2) Diversification: The Village will diversify investments by security type, institution and terms of maturity to reduce portfolio risk.

On an annual basis, no later than the February Administrative Policy Committee meeting, the Village Finance Director/Treasurer shall prepare a schedule of cash flow requirements for the upcoming year based on the prior year's actual cash flows. This schedule will show receipts, disbursements, and ending (available) cash balances for each fund. That schedule shall be adjusted for any extraordinary items such as debt proceeds, new debt payments, capital outlay purchases which are not an annual occurrence.

The Village Finance Director/Treasurer shall monitor the Village's cash flow requirements on a monthly basis to assure funds are readily available to meet the short term operational cash needs and shall make adjustments to investments accordingly.

## VI. Approval of Investment Policy

The investment policy is formerly approved and adopted by the Village of Kronenwetter Board on November 26, 2012 and is to be reviewed annually by the Administrative Policy Committee.


<b>POLICY ID: FIN-006</b>		<b>TITLE: Disposal of Surplus Public Property</b>	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION  <b>EFFECTIVE DATE:</b> Version 1: 03/26/2012 Version 2: 02/26/2019		<b>APPROVED BY VILLAGE BOARD:</b> _____ <b>DATE:</b> <u>2/26/19</u>  <b>Village Clerk</b>	
<b>APPLIES TO:</b>		<input checked="" type="checkbox"/> FLSA EXEMPT <input checked="" type="checkbox"/> FLSA NON-EXEMPT <input checked="" type="checkbox"/> REPRESENTED EMPLOYEES <input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES	
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

**Purpose** - It is in the best interest of the Village to control the method for disposal of the materials and property of the Village that are deemed to be no longer suitable or useful to the Village. This policy is being put in place to allow for their removal from the Fixed Asset registry and to ensure that any funds that are acquired through the disposal of the property can be properly accounted for within the accounting system.

**Procedure** - The procedure for disposal of surplus property shall be as follows:

1. When equipment is found to be no longer suitable or useful to the Village, the prevailing department head shall be notified. The department head will then send a list of these items to the Village clerk, the estimated value of the item, and the reason for their disposal.
2. The Village Clerk or his or her designee shall then place in resolution form the items to be disposed of and shall place the resolution on the agenda of the Village Board for action.
3. Once the Village Board has taken action to dispose of the items in question the prevailing department head shall then take one of the following actions:
  - a. In the case where the item still retains some value, the item shall be placed on a publicly available auction and the item shall be sold to the highest responsible bidder.
  - b. In the case where the items are in poor working order or damaged beyond repair they will be disposed of by recycling companies or waste management.
  - c. Items may also be donated or sold directly to other local government entities if approved by the Village Board.
  - d. Items that have a value of less than \$50, shall be disposed of by the Village Administrator after disposal is approved by the Village Board.
4. Monies from the sale of surplus property, including sales to individuals, recycling or waste management companies, will be turned into the Village Treasurer and be recorded as a miscellaneous income for the prevailing department.



<b>POLICY ID:</b> FIN-007		<b>TITLE:</b> Post-Issuance Compliance Policy for Tax-Exempt and Tax-Advantaged Obligations and Continuing Disclosure	
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION <b>EFFECTIVE DATE:</b> April 22, 2014		<b>APPROVED BY VILLAGE BOARD:</b>  Village Clerk <b>DATE:</b> April 22, 2014	
<b>APPLIES TO:</b> <input checked="" type="checkbox"/> FLSA EXEMPT <input type="checkbox"/> FLSA NON-EXEMPT <input type="checkbox"/> REPRESENTED EMPLOYEES <input type="checkbox"/> Non-REPRESENTED EMPLOYEES			
<p><i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i></p> <p><b>Statement of Purpose</b></p> <p>This Post-Issuance Compliance Policy (the "Policy") sets forth specific policies of the Village of Kronenwetter, Wisconsin (the "Issuer") designed to monitor post-issuance compliance:</p> <ul style="list-style-type: none"> <li>(i) with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations promulgated thereunder ("Treasury Regulations") for obligations issued by the Issuer on tax-exempt or tax-advantaged basis ("Obligations"); and</li> <li>(ii) with applicable requirements set forth in certificates and agreement(s) ("Continuing Disclosure Agreements") providing for ongoing disclosure in connection with the offering of obligations to investors ("Offerings"), for obligations (whether or not tax-exempt / tax-advantaged) subject to the continuing disclosure requirements of Rule 15c2-12(b)(5) (the "Rule") promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934.</li> </ul> <p>This Policy documents practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the interest on such Obligations continue to be eligible to be excluded from gross income for federal income tax purposes or that the Obligations continue to receive tax-advantaged treatment. The federal tax law requirements applicable to each particular issue of Obligations will be detailed in the arbitrage or tax certificate prepared by bond counsel and signed by officials of the Issuer and the post-closing compliance checklist provided by bond counsel with respect to that issue. This Policy establishes a permanent, ongoing structure of practices and procedures that will facilitate compliance with the requirements for individual borrowings.</p> <p>This Policy similarly documents practices and describes various procedures and systems designed to ensure compliance with Continuing Disclosure Agreements, by preparing and disseminating related reports and information and reporting "material events" for the benefit of the holders of the Issuer's obligations and to assist the Participating Underwriters (within the meaning of the Rule) in complying with the Rule.</p> <p>The Issuer recognizes that compliance with pertinent law is an on-going process, necessary during the entire term of the obligations, and is an integral component of the Issuer's debt management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring and consultation with bond counsel and the Issuer's accountants and advisors.</p>			

## General Policies and Procedures

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

- A. The Finance Director-Treasurer (the "Compliance Officer") shall be responsible for monitoring post-issuance compliance issues. For utility issues, the Compliance Officer will coordinate with the Utility's department with respect to monitoring post-issuance compliance.
- B. The Compliance Officer will coordinate procedures for record retention and review of such records.
- C. All documents and other records relating to Obligations issued by the Issuer shall be maintained by or at the direction of the Compliance Officer. In maintaining such documents and records, the Compliance Officer will comply with applicable Internal Revenue Service ("IRS") requirements, such as those contained in Revenue Procedure 97-22.
- D. The Compliance Officer shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Regulations and the Treasury's Tax-Exempt Bonds Voluntary Closing Agreement Program) and take such corrective action when necessary and appropriate.
- E. The Compliance Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.

## Issuance of Obligations - Documents and Records

With respect to each issue of Obligations, the Compliance Officer will:

- A. Obtain and store a closing binder and/or CD or other electronic copy of the relevant and customary transaction documents (the "Transcript").
- B. Confirm that bond counsel has filed the applicable information report (e.g., Form 8038, Form 8038-G, Form 8038-CP) for such issue with the IRS on a timely basis.
- C. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditure of the proceeds of such Obligations with other applicable staff members of the Issuer.

## Arbitrage

The following policies relate to the monitoring and calculating of arbitrage and compliance with specific arbitrage rules and regulations.

The Compliance Officer will:

- A. Confirm that a certification of the initial offering prices of the Obligations with such supporting data, if any, required by bond counsel, is included in the Transcript.
- B. Confirm that a computation of the yield on such issue from the Issuer's financial advisor or bond counsel (or an outside arbitrage rebate specialist) is contained in the Transcript.
- C. Maintain a system for tracking investment earnings on the proceeds of the Obligations.



- D. Coordinate the tracking of expenditures, including the expenditure of any investment earnings. If the project(s) to be financed with the proceeds of the Obligations will be funded with multiple sources of funds, confirm that the Issuer has adopted an accounting methodology that maintains each source of financing separately and monitors the actual expenditure of proceeds of the Obligations.
- E. Maintain a procedure for the allocation of proceeds of the issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. This procedure shall include an examination of the expenditures made with proceeds of the Obligations within 18 months after each project financed by the Obligations is placed in service and, if necessary, a reallocation of expenditures in accordance with Section 1.148-6(d) of the Treasury Regulations.
- F. Monitor compliance with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issue, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- G. Ensure that investments acquired with proceeds of such issue are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used.
- H. Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on such issue without determining in advance whether such funds must be invested at a restricted yield.
- I. Consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions or investments in guaranteed investment contracts.
- J. Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.
- K. Monitor compliance with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.
- L. Procure a timely computation of any rebate liability and, if rebate is due, to file a Form 8038-T and to arrange for payment of such rebate liability.
- M. Arrange for timely computation and payment of "yield reduction payments" (as such term is defined in the Code and Treasury Regulations), if applicable.

#### Private Activity Concerns

The following policies relate to the monitoring and tracking of private uses and private payments with respect to facilities financed with the Obligations.

The Compliance Officer will:

- A. Maintain records determining and tracking facilities financed with specific Obligations and the amount of proceeds spent on each facility.
- B. Maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of an issue and investment earnings to expenditures, including the reimbursement of pre-

issuance expenditures.

- C. Maintain records allocating to a project financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.
- D. Monitor the expenditure of proceeds of an issue and investment earnings for qualifying costs.
- E. Monitor private use of financed facilities to ensure compliance with applicable limitations on such use. Examples of potential private use include:
  - 1. Sale of the facilities, including sale of capacity rights;
  - 2. Lease or sub-lease of the facilities (including leases, easements or use arrangements for areas outside the four walls, e.g., hosting of cell phone towers) or leasehold improvement contracts;
  - 3. Management contracts (in which the Issuer authorizes a third party to operate a facility, e.g., cafeteria) and research contracts;
  - 4. Preference arrangements (in which the Issuer permits a third party preference, such as parking in a public parking lot);
  - 5. Joint-ventures, limited liability companies or partnership arrangements;
  - 6. Output contracts or other contracts for use of utility facilities (including contracts with large utility users);
  - 7. Development agreements which provide for guaranteed payments or property values from a developer;
  - 8. Grants or loans made to private entities, including special assessment agreements; and
  - 9. Naming rights arrangements.

Monitoring of private use should include the following:

- 1. Procedures to review the amount of existing private use on a periodic basis; and
- 2. Procedures for identifying in advance any new sale, lease or license, management contract, sponsored research arrangement, output or utility contract, development agreement or other arrangement involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management contract, research arrangement or other arrangement for review by bond counsel.

If the Compliance Officer identifies private use of facilities financed with tax-exempt or tax-advantaged debt, the Compliance Officer will consult with the Issuer's bond counsel to determine whether private use will adversely affect the tax status of the issue and if so, what remedial action is appropriate. The Compliance Officer should retain all documents related to any of the above potential private uses.

### **Qualified Tax-Exempt Obligations**



If the Issuer issues "qualified tax-exempt obligations" in any year, the Compliance Officer shall monitor all tax-exempt financings (including lease purchase arrangements and other similar financing arrangements and conduit financings on behalf of 501(c)(3) organizations) to assure that the \$10,000,000 "small issuer" limit is not exceeded.

### **Federal Subsidy Payments**

The Compliance Officer shall be responsible for the calculation of the amount of any federal subsidy payments and the timely preparation and submission of the applicable tax form and application for federal subsidy payments for tax-advantaged obligations such as Build America Bonds, New Clean Renewable Energy Bonds and Qualified School Construction Bonds.

### **Reissuance**

The following policies relate to compliance with rules and regulations regarding the reissuance of Obligations for federal law purposes.

The Compliance Officer will identify and consult with bond counsel regarding any post-issuance change to any terms of an issue of Obligations which could potentially be treated as a reissuance for federal tax purposes.

### **Record Retention**

The following policies relate to retention of records relating to the Obligations issued.

The Compliance Officer will:

- A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.
- B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- C. Coordinate with staff to generally maintain the following:
  1. The Transcript relating to the transaction (including any arbitrage or other tax certificate and the bond counsel opinion);
  2. Documentation evidencing expenditure of proceeds of the issue;
  3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation.
  4. Documentation evidencing use of financed property by public and private entities (e.g., copies of leases, management contracts, utility user agreements, developer agreements and research agreements);
  5. Documentation evidencing all sources of payment or security for the issue; and
  6. Documentation pertaining to any investment of proceeds of the issue (including the

purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).

- D. Coordinate the retention of all records in a manner that ensures their complete access to the IRS.
- E. Keep all material records for so long as the issue is outstanding (including any refunding), plus seven years.

### Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the "Rule"), Participating Underwriters (as defined in the Rule) are required to determine that issuers (such as the Issuer) have entered into written Continuing Disclosure Agreements to make ongoing disclosure in connection with Offerings subject to the Rule. Unless the Issuer is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the Transcript for each issue of related obligations will include a Continuing Disclosure Agreement executed by the Issuer.

In order to monitor compliance by the Issuer with its Continuing Disclosure Agreements, the Compliance Officer will, if and as required by such Continuing Disclosure Agreements:

- A. Assist in the preparation or review of annual reports ("Annual Reports") in the form required by the related Continuing Disclosure Agreements.
- B. Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days (e.g., 180 days) following the end of the Issuer's fiscal year (the "Annual Report Due Date"), as provided in the related Continuing Disclosure Agreements.
- C. Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") System at [www.emma.msrb.org](http://www.emma.msrb.org) in the format prescribed by the MSRB.
- D. Monitor the occurrence of any "Material Event" (as defined in the Continuing Disclosure Agreements) and timely file notice of the occurrence of any such Material Event in the manner provided under the Continuing Disclosure Agreements. To be timely filed, such notice must be transmitted within 10 days (or such other time period as set forth in the Continuing Disclosure Agreements) of the occurrence of such Material Event.
- E. Ensure timely dissemination of notice of any failure to perform under a Continuing Disclosure Agreement, if and as required by the Continuing Disclosure Agreement.
- F. Respond to requests, or ensure that the Issuer Contact (as defined in the Continuing Disclosure Agreement) responds to requests, for information under the Rule, as provided in the Continuing Disclosure Agreements.
- G. Monitor the performance of any dissemination agent(s) engaged by the Issuer to assist in the performance of any obligation under the Continuing Disclosure Agreements.

**Conduit Bond Financings**

In conduit bond financings, such as industrial revenue bonds or Midwestern Disaster Area Bonds, the Issuer is not in a position to directly monitor compliance with arbitrage requirements and qualified use requirements because information concerning and control of those activities lies with the private borrower. The Issuer's policy in connection with conduit financings is to require that the bond documents in such financings impose on the borrower (and trustee or other applicable party) responsibility to monitor compliance with qualified use rules and arbitrage and other federal tax requirements and to take necessary action if remediation of nonqualified bonds is required.



<b>POLICY ID:</b> <i>FIN-008</i>		<b>TITLE:</b> <i>Disposition of Credit Card Reward Points and Other Vendor Incentives</i>	
<input checked="" type="checkbox"/> <b>ORIGINAL</b> <input type="checkbox"/> <b>REVISION</b>		<b>APPROVED BY VILLAGE BOARD:</b>	<b>DATE:</b>
<b>EFFECTIVE DATE:</b> <i>Immediate</i>		<i>C. Calderon, Village Clerk</i>	<i>May 27, 2014</i>
<input checked="" type="checkbox"/> <b>FLSA EXEMPT</b>		<input checked="" type="checkbox"/> <b>FLSA NON-EXEMPT</b>	
<b>APPLIES TO:</b>		<input checked="" type="checkbox"/> <b>REPRESENTED EMPLOYEES</b> <input checked="" type="checkbox"/> <b>Non-REPRESENTED EMPLOYEES</b>	
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

### Purpose

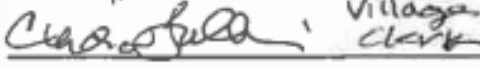
To better manage the benefits provided by the Village's credit card cash rewards policy, and other minor vendor rewarded items, this policy is hereby adopted. It shall cover the current and any future credit card cash or reward policies offered by a credit card company that issues a credit card in the Villages name to any employee as part of their employment. As some rewards are only available for a limited time, or expire after a certain time has occurred, this policy is also to ensure that usable assets are not forfeited due to lack of action on the part of the Village staff. This policy shall also cover items that are presented to the Village as part of a purchase as a reward, such as when an item of value is provided to the Village because the Village fulfilled a redemption or reward program threshold.

### Procedure

Specifically the Village will do the following:

- The Village Treasurer will from time to time review the accumulated reward points that are associated with all of the Village credit cards, noting point levels and dates of when the points expire.
- Prior to points expiring on any credit card, the Village Treasurer will inform the Village Administrator that he/she wishes to cash in the accumulated points on the Village's credit card, informing the Administrator of the amount of points that he/she wishes to cash in and for the item that is being purchased with accumulated points.
- The first preference for any items purchased with accumulated points shall be cash or cash equivalents, such as a gift card with a company that the Village currently does business, such as an office supply store for example.
- If the Village Treasurer receives cash or a cash equivalent gift card, the Village Treasurer will receive this as a miscellaneous income of the Village, and utilize the cash equivalent gift card to offset the various bills of the Village.
- If the Village Treasurer can only receive a non-cash equivalent item, then the Village Treasurer at the next regular meeting of the Administrative Policy Committee (APC), will randomly draw a name from all of the full and part-time employees, excluding elected officials, and award that employee the item at his or her earliest convenience.
- For items that are presented to the Village as part of a vendor redemption program, such as when an item is awarded for purchasing so much in office supplies, those items will also be presented to the Village Treasurer for disposal the same way as described in the preceding paragraph.



<b>POLICY ID:</b> FIN-009		<b>TITLE:</b> Capital Projects Fund Policy	
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION <b>EFFECTIVE DATE:</b> Immediate		<b>APPROVED BY VILLAGE BOARD:</b>  Village Clerk	<b>DATE:</b> June 24, 2014
<b>APPLIES TO:</b> <input checked="" type="checkbox"/> FLSA EXEMPT		<input checked="" type="checkbox"/> FLSA NON-EXEMPT	
<input checked="" type="checkbox"/> REPRESENTED EMPLOYEES		<input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES	
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

## PURPOSE

The purpose of the policy is to ensure that all users (public, village board, staff, creditors) of the village's budget documents and financial statements can easily discern major governmental capital project expenditures from general fund operating expenditures.

## POLICY OBJECTIVES

The objectives of the capital projects fund policy are:

- To establish a capital projects fund for the budgeting and financing of major governmental capital projects and acquisitions.
- To provide guidelines on the definition of a major governmental capital project or acquisition.
- To establish funding mechanisms and a fund balance policy for the fund.

## BACKGROUND/NEED FOR FUND

Major capital projects and equipment acquisitions budgeted in the general fund can distort comparisons of operating expenditures from year to year as well as distort comparisons of operating expenditures with peer municipalities. It can also make it difficult for rating agencies (and others) to determine if general fund deficits are due to regular operating expenditures, such as salaries and benefits, or if the deficits are due to a strategic spend down of general fund balance for capital projects/equipment.

## ESTABLISHMENT

A capital projects fund is hereby established for major governmental capital expenditures.

## ITEMS TO BE BUDGETED IN THE FUND

All capital items which meet the following criteria should be budgeted in the capital projects fund:

1. Are governmental in nature.
  - a. Public safety
  - b. Public infrastructure
  - c. Recreational

- d. General government
  - e. Public works
  - f. Etc.
2. Are non-routine (excepting road construction, improvements, etc.).
  3. Exceed \$65,000.

Example items include: Fire trucks, dump trucks, salt sheds, and recreational infrastructure.

#### **ITEMS THAT WILL NOT BE BUDGETED IN THE FUND**

All sewer and water capital assets purchased shall be capitalized in the water and sewer funds.

All tax increment capital expenditures shall be recorded in the associated tax increment funds.

Capital projects requiring a segregated capital projects fund for legal or financial management purposes should be budgeted in a stand-alone capital projects fund.

Projects being financed with special revenue funds should be budgeted in the associated special revenue funds.

Debt service shall be budgeted in the debt service fund.

#### **REVENUE SOURCES**

Sources of revenues for the fund include:

1. Transfers from the general fund or other governmental fund.
2. Transfers from the equipment replacement fund.
3. Direct property tax levy.
4. State shared revenues.
5. Other general revenues.

All revenues dedicated to the capital projects fund require prior board approval via the normal budget/budget amendment process. Unexpected revenues should be deposited in the general fund (or other appropriate fund) and then transferred to the capital projects fund after village board approval.

#### **FUND BALANCE POLICY**

It is not expected that the capital projects fund would carry a fund balance beyond the life of the project or acquisition. Unexpended fund balance at the end of the project life should be transferred back to the general fund (or other appropriate fund). The capital projects fund fundamentally differs from the equipment replacement fund in that the capital projects fund is not intended to carry a reserve balance. The capital projects fund is only intended to account for capital expenditures.

# APPENDIX TWO

## REIMBURSEMENT PAY SCHEDULE

**7.0** Listed below are all of the reimbursements that the Village will make for employees for various costs relating to employment.

REIMBURSEMENT	AMOUNT	POLICY REFERENCE
Regular full-time public works safety related and winter clothing reimbursement	\$150/year	Employee Handbook 3.22
Regular full-time office employee uniform reimbursement	\$35/year	Employee Handbook 3.22
Frequent User-Cellular Phone	\$40/month	Policy FIN-002
Occasional User-Cellular Phone	\$20/month	Policy FIN-002

# APPENDIX THREE

## HEALTH INSURANCE LIST OF COVERAGES

**8.0** The Village offers a number of different insurance coverages for full-time employees and their dependents. Each year the Village is provided with revised costs for the various levels of coverage. Employees with questions on what coverage is available to them should either speak to their supervisor or contact the Village Clerk's office at 715-693-4200.

COVERAGE	COST TO EMPLOYEE- % OF TOTAL PREMIUM	COST TO THE VILLAGE- % OF TOTAL PREMIUM
Central States Combined Insurance Coverage-Offered Only to Full-time Teamster members and includes Health, Dental, Life, Vision and Short-term disability	10%	90%
WEA Trust Health Insurance-Offered only to non-Teamster full-time employees	10%	90%
United Health Care Dental Coverage-Offered only to non-Teamster full-time employees	0%	100%
The Hartford Life Insurance - Offered only to non-Teamster full-time employees Police Officers-\$80,000 of coverage General Government-\$40,000 of coverage	0%	100%
Superior Vision Coverage-Offered to any employee	100%	0%

**Last updated: 06/10/2020**



# APPENDIX FOUR

## FORMS

### 9.0

FORM	POLICY REFERENCE	PAGE #
Request for Vacation Time Pay Out	3.7	110
Unused Sick Leave Designee Appointment	3.20.02	111
Employee Acknowledgment Form	N/A	112



## **Village of Kronenwetter Vacation Time Pay Out Request Form**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_ Position: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Hours of Vacation Time Requesting for Payout: \_\_\_\_\_

Payout Amount: \_\_\_\_\_

I have read and understand the Village's vacation time pay out policy on in Section 3.7 of the Employee Handout.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Scanned copies to be sent to the Village Clerk for filing in personnel file of employee.



## Village of Kronenwetter Unused Sick Leave Designee Appointment

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_ Position: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

In the event of termination due to the death of the employee, the payment of unused accumulated sick leave shall be made to the employee's designee.

Designated Individual's Name: \_\_\_\_\_

Designated Individual's Address: \_\_\_\_\_

I have read and understand the Village's *Earned Unused Sick Leave Policy* on in Section 3.20.2 of the Employee Handout.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Scanned copies to be sent to the Village Clerk for filing in personnel file of employee.



## Employee Acknowledgement Form

I understand that this Employee Handbook contains important information about employment with the Village of Kronenwetter and that I should consult the Village Administrator regarding any questions not answered in this handbook.

I understand that the copy of the handbook I receive as noted on the date below supersedes all other Employee Handbooks or undocumented employment policies and practices that may have been in use prior to this edition. Since provisions of this handbook are subject to change, I further understand that revisions to it may supersede or eliminate one or more existing policies and/or benefits and that all such changes will be communicated through official notices. I also recognize that an existing labor agreement shall supersede some of the provisions stated within this Employee Handbook.

***My employment relationship with the Village of Kronenwetter is entered into voluntarily. I may terminate my employment at any time, and the Village of Kronenwetter retains the same right to terminate my employment when such action is believed to be appropriate.*** An applicable labor agreement may supersede this provision.

I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received, read, and understand the policies contained in this handbook and will read any revisions made to it in the future.

I understand the Village reserves the right to access, monitor, and retrieve emails, voicemails, computer files, internet records, and other information contained on or within Village-owned computer systems or personal electronic devices used for Village business at any time at the Village's sole discretion.

Should my employment with the Village of Kronenwetter end, I will return any and all property of the Village of Kronenwetter in my possession to my Department Head no later than my last day of work.

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee's Name (printed)** \_\_\_\_\_

**Supervisor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# REVISIONS RECORD

## ADOPTED MARCH 1, 2012

- **REVISION 1-**

- Village Board approved May 26, 2015-Numerous sections revised.

- **REVISION 2-**

- Village Board approved November 24, 2015-Section 5.8 & 5.9 Revised, adding in language to allow for two people that are related to supervise one another, but the time sheet to be signed by the Village Administrator instead of the supervisor.

- **REVISION 3-**

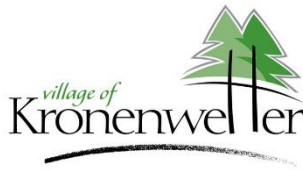
- Village Board Approved February 13, 2018-Section 4.83 Revised changing time from 8:01pm to 3:01pm.

- **REVISION 4-**

- Village Board approved September 25, 2018-Revision to HR-005 Employee Evaluation policy
- Village Board approved November 26, 2019-Revision to section 3.20.2 Earned Unused Sick Leave
- Appendix 6.0- Updated-HR-004 new edition approved-11/24/15
  - Updated-HR-005 new edition approved 09/25/18
  - Updated-HR-006 new policy adopted-01/10/15
  - Updated HR-007 new edition approved 01/12/16
  - Updated FIN-001 new edition approved 07/23/13
  - Updated FIN-002 new edition approved 01/12/17
  - Updated FIN-003 policy added to list
  - Updated FIN-004 new edition approved 03/25/14
  - Updated FIN-005 policy added to list
- Removed 8.0 Appendix Three-Ethics Code-Ordinance removed by the Village Board 05/26/20

- **REVISION 5 -**

- Village Board approved December 27, 2022 - Revision to HR-012 Health Savings Account



# REPORT TO APC

---

**ITEM NAME:** TDS 2025 Sponsorship Contract  
**MEETING DATE:** March 20, 2025  
**PRESENTING COMMITTEE:** APC  
**COMMITTEE CONTACT:** Chris Voll  
**STAFF CONTACT:** Jennifer Poyer  
**PREPARED BY:**

---



---

**ISSUE:** Approval of the TDS 2025 Sponsorship Contract

**OBJECTIVES:**

**ISSUE BACKGROUND/PREVIOUS ACTIONS:** TDS wants to sponsor Bike and Walk for the Health of It and National Night Out. They need the Village to sign their contract to proceed. The contract outlines the marketing opportunities afforded their sponsorship of each event, cancellation practices, etc.

**PROPOSAL:**

**ADVANTAGES:**

**DISADVANTAGES:**

**ITEMIZE ALL ANTICIPATED COSTS (Direct or Indirect, Start-Up/One-Time, Capital, Ongoing & Annual, Debt Service, etc.)**

**RECOMMENDED ACTION:**

**OTHER OPTIONS CONSIDERED:**

**TIMING REQUIREMENTS/CONSTRAINTS:**

**FUNDING SOURCE(s) – Must include Account Number/Description/Budgeted Amt CFY/% Used CFY/\$**

Remaining CFY

Account Number:

Description:

Budgeted Amount:

Spent to Date:

Percentage Used:

Remaining:

**ATTACHMENTS (describe briefly):**

TDS Contract

## Event Sponsorship Agreement

Section 4, Item F.

This TDS Event Sponsorship Agreement (the “**Agreement**”) is made between TDS Metrocom, LLC d/b/a TDS Telecom, a Delaware limited liability company, (“**TDS**”) whose primary office is located at 525 Junction Road, Madison, WI 53717 and Village of Kronenwetter (“**Organizer**”), whose primary office is located at 1582 Kronenwetter Dr, Kronenwetter, WI 54455-7268 .

### 1. BACKGROUND; TERM; EXCLUSIVITY

1.1. TDS wishes to sponsor the event(s) described in Exhibit A (each an “**Event**”), which shall be organized and operated by Organizer. This Agreement outlines the terms and conditions related to TDS’s sponsorship of each Event.

1.2. This Agreement shall be effective on the last signature date on page two (the “**Effective Date**”) and will remain in effect for 6 months.

1.3. TDS will be the only sponsor of each Event who is a provider of residential or commercial internet, video, phone, wireless, and/or cellular services.

### 2. SPONSORSHIP BENEFITS & FEES

2.1. TDS will be recognized as a sponsor of each Event and will receive the sponsorship benefits outlined in Exhibit A. In exchange for these sponsorship benefits, TDS will pay Organizer the sponsorship fee(s) outlined in Exhibit A.

2.2. Organizer will submit an invoice for the sponsorship fee amount to TDS at [Telecominvoice@tdsinc.com](mailto:Telecominvoice@tdsinc.com) with a copy to their primary TDS contact person. TDS will remit payment to Organizer in full within 45 days after receiving the invoice.

2.3. If Organizer is unable to provide any of the agreed-upon sponsorship benefits to TDS, the parties will work in good faith to agree upon substitute sponsorship benefits of comparable value. If Organizer cannot provide substitute sponsorship benefits of comparable value, TDS is entitled to a pro-rated refund of the sponsorship fee.

### 3. ORGANIZER RESPONSIBILITIES

3.1. Organizer is solely responsible for the production, control, and supervision of each Event, including entering into any agreements and obtaining permissions regarding the operation, broadcast, facilities, or site of each Event, and any damages that result therefrom. Organizer represents that it has and will continue to have the authority to sanction, organize, administer, conduct, and promote each Event.

3.2. Organizer will promptly notify TDS of any circumstance that threatens to delay or force the cancellation of an Event or prevent Organizer from providing TDS any of the agreed-upon sponsorship benefits.

### 4. INDEMNIFICATION; LIMITATION OF LIABILITY

4.1. Organizer will defend, indemnify, and hold TDS and its agents harmless from and against damages, liabilities, losses, costs, and/or expenses (including reasonable attorneys’ fees) resulting from any third party claim that arises out of or in connection with: (a) Organizer’s infringement of intellectual property rights; (b) Organizer’s violation of privacy and publicity rights or advertising injury or liability; and (c) any personal injury, property damage, or violation of law that occurs in connection with an Event or Organizer’s performance of this Agreement.

4.2. By entering into this Agreement, TDS in no manner assumes any responsibility or liability whatsoever for the production, operation, control, monitoring, or supervision of any Event or activities associated with an Event, unless such responsibility is explicitly assigned to TDS pursuant to this Agreement.

4.3. TDS WILL HAVE NO LIABILITY TO ORGANIZER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR REVENUE IN CONNECTION WITH OR ARISING FROM THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, EVEN IF ORGANIZER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 5. INSURANCE REQUIREMENTS

5.1. During the term of this Agreement, each party will maintain the following minimum insurance coverages at its sole expense:

- 5.1.1. If Organizer has employees, Worker’s Compensation insurance as required by law and Employer’s Liability with minimum coverage of \$500,000 per occurrence.
- 5.1.2. Commercial General Liability (“**CGL**”) Insurance with minimum coverage of \$2,000,000 per occurrence (which may be provided in any combination of primary and umbrella liability coverage), including coverage for bodily injury and property damage, premises and operations, products, completed operations, contractual liability, independent contractors, and personal/advertising injury liability.
- 5.1.3. Insurance coverage for infringement of any intellectual property right of any third party, including without limitation trademark, copyright, trade dress, or slogan and unauthorized access to private or confidential information (which may be provided in the form of Media Liability, Sponsorship, Professional, or Commercial General Liability or other similar coverage) with minimum coverage of \$2,000,000 per claim.

5.2. Additionally, during the term of this Agreement, Organizer will maintain, or cause the Event venue(s) to maintain, as applicable, the following minimum insurance coverages at its sole expense:

- 5.2.1. If the use of automobiles is required to operate any Event, commercial automobile liability insurance, each with limits of at least \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account of any occurrence, and \$1,000,000 for each occurrence of property damage.

5.2.2. If alcoholic beverages are sold or given away at, from the site of, or in connection with any Event, en host liquor liability, liquor liability, and so-called “dram shop” liability coverage with a combined sing \$3,000,000 or the minimum amount required by state law, whichever is higher. Section 4, ItemF.

5.3. Organizer’s required liability insurance will be (a) primary and non-contributory with respect to liability assumed by Organizer hereunder; (b) will include a waiver of subrogation in favor of TDS; and (c) will name TDS Telecommunications LLC, its subsidiaries, divisions, and affiliates and their officers, directors, partners, employees, and representatives, including their respective successors and assigns, as additional insureds.

5.4. Each party will provide the other party with a certificate of insurance evidencing the insurance coverage required by this section upon request from the other party.

**6. TERMINATION**

6.1. Either party may terminate this Agreement upon written notice to the other party if: (a) the other party materially breaches any of its obligations under this Agreement and fails to cure such breach within 10 days of receiving written notice thereof from the other party; and/or (b) either party determines, in good faith, that the other party is or has been involved in criminal or disreputable activity that may damage, detract from, or reflect unfavorably on the terminating party’s public image, good will, or business reputation.

6.2. If this Agreement is terminated for cause by TDS, Organizer will refund any prepaid sponsorship fee amounts to TDS within 30 days after termination and, at TDS’s request, announce and publicize the discontinuation of TDS’s sponsorship. If this Agreement is terminated for cause by Organizer, TDS will not be eligible for a refund of any prepaid sponsorship fee amounts.

6.3. Upon any termination of this Agreement, Organizer will: (a) return any TDS property in Organizer’s possession, including any property bearing TDS Marks; (b) take all reasonable steps to protect TDS Marks and stop using them unless otherwise authorized by TDS per Section 7.1 below.

**7. INTELLECTUAL PROPERTY RIGHTS**

7.1. Definition. For purposes of this section, the term “Marks” shall mean any name, trade name, logo, word, phrase, symbol, design, trademark, or a combination of such things that identifies a party and/or the goods or services it provides.

7.2. TDS Marks. Organizer will have the limited, worldwide, non-exclusive, right to use TDS’s Marks on a royalty-free basis for the limited purpose of fulfilling its obligations under this Agreement. Unless otherwise indicated in Exhibit A, Organizer shall discontinue its use of the TDS Marks upon expiration of this Agreement and return or destroy (as directed by TDS) any materials containing TDS Marks. If Organizer continues to use TDS Marks beyond the expiration of this Agreement, their use should be considered at all times to be at TDS’s direction and must comply with the terms of this Agreement. Any additional benefits to TDS that inure due to Organizer’s use of TDS Marks after expiration of this Agreement will be at no cost to TDS.

7.3. Organizer Marks. TDS will have the limited, worldwide, non-exclusive right to use Organizer’s Marks on a royalty-free basis for the limited purpose of advertising and promoting each Event and TDS’s sponsorship thereof.

7.4. Event Marks. To the extent applicable, TDS will have the limited, worldwide, non-exclusive right to use Marks associated with each Event for purposes of advertising and promoting the Event and TDS’s sponsorship thereof.

7.5. Use Restrictions. Each party’s use of the other party’s Marks will be in the form provided by the other party unless it has given advance written approval (email is sufficient) of other forms or uses. Each party will comply with any branding guidelines provided by the other party governing use of its Marks. Each party may request to review and approve in advance all materials produced by the other party that contain its Marks.

**8. MISCELLANEOUS**

This Agreement will be governed by the laws of the State of Wisconsin, without regard to its conflicts of law rules. Sections 4, 7, and 8 will survive termination of the Agreement. Organizer will deliver any legal notices to TDS in writing with delivery confirmation to TDS Telecom, ATTN: Legal, 525 Junction Road, Madison, WI 53717 and send an electronic copy to legal\_team\_notices@tdstelecom.com.

**ORGANIZER**

\_\_\_\_\_  
Signature  
**Jennifer Poyer**  
\_\_\_\_\_  
Print Full Name & Title  
  
\_\_\_\_\_  
Date

**TDS**

\_\_\_\_\_  
Signature  
**Malibu Springer**  
\_\_\_\_\_  
Print Full Name & Title  
  
\_\_\_\_\_  
Date



EXHIBIT A: EVENT DETAILS, SPONSORSHIP BENEFITS, AND SPONSORSHIP

Section 4, ItemF.

EVENT DETAILS

TDS will sponsor the Event(s) described below:

Event Name and/or Description	Event Date(s)	Event Venue Address	City	State
Bike and Walk for the Health of It	May 15, 2025	Towering Pines Park, 2355 Tower Rd	Kronenwetter	WI
National Night Out	August 5, 2025	Towering Pines Park, 2355 Tower Rd	Kronenwetter	WI

SPONSORSHIP BENEFITS

In exchange for its sponsorship of the Event(s), TDS will receive the following benefits:

**Bike and Walk for the Health of It – Main Sponsor (\$600):**  
TDS Telecommunications name on social media posts, event pages, website event pages, printed posters (As the Main Sponsor, TDS will be printed on the 2025 Village of Kronenwetter Event card (printed), printed newsletters, emailed newsletters, press releases and post event video.  
Booth/Tent Space at the event  
Physical signs at the event identifying TDS as the Main Sponsor.

**National Night Out – Main Sponsor (\$400):**  
TDS Telecommunications name on social media posts, event pages, website event pages, printed posters (As the Main Sponsor, TDS will be printed on the 2025 Village of Kronenwetter Event card (printed), printed newsletters, emailed newsletters, press releases and post event video.  
Booth/Tent Space at the event  
Physical signs at the event identifying TDS as the Main Sponsor.

SPONSORSHIP FEE

TDS will pay the following sponsorship fee(s): **\$600 for Bike & Walk for Health of It and \$400 for National Night Out Main Sponsorships for a total of \$1,000.**

TDS will provide the following in-kind (non-monetary) donations: **Not applicable**

Total Value Provided by TDS (total sponsorship fees + total value of in-kind donations): **\$ \$1000**

OTHER OBLIGATIONS

TDS agrees to:

**Not applicable**

Organizer agrees to: use sponsorship \$ to purchase bikes for the kids

Submit proofs of all materials that contain TDS Marks to [malibu.springer@tdstelecom.com](mailto:malibu.springer@tdstelecom.com) for review and approval before production.

Section 4, Item F.

**Certificate Of Completion**

Envelope Id: CBFBD685-6F3D-4F86-BE58-728C26CBDE77

Status: Sent

Subject: Complete with DocuSign: Kronenwetter Event Sponsorship Agreement Walk and Bike for the Health o...

SFA Opportunity ID:

Source Envelope:

Document Pages: 4

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Malibu Springer

AutoNav: Enabled

30 N Lasalle St Ste 4000

Envelopeld Stamping: Enabled

Chicago, IL 60602

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Malibu.Springer@tdstelecom.com

IP Address: 163.116.249.76

**Record Tracking**

Status: Original

Holder: Malibu Springer

Location: DocuSign

1/29/2025 10:16:14 AM

Malibu.Springer@tdstelecom.com

**Signer Events****Signature****Timestamp**

Jennifer Poyer

Sent: 1/29/2025 10:20:36 AM

jpoyer@kronenwetter.org

Viewed: 1/29/2025 10:34:27 AM

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Malibu Springer

malibu.springer@tdstelecom.com

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Kimberly Snow

kimberly.snow@tdstelecom.com

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Dawn Nowakowski

Dawn.nowakowski@tdstelecom.com

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Witness Events****Signature****Timestamp**

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Section 4, Item F.

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	1/29/2025 10:20:36 AM
---------------	------------------	-----------------------

Payment Events	Status	Timestamps
----------------	--------	------------





## Report to APC

**ITEM NAME: Discussion and Possible Action: Engineering Services Agreement with Roth Professional Solutions**

**MEETING DATE: 3/20/25**

**PRESENTING COMMITTEE: APC**

**COMMITTEE CONTACT:**

**STAFF CONTACT: Greg Ulman**

**PREPARED BY: Greg Ulman**

**ISSUE:** After opening the bids for the TID #2 Kronenwetter Dr. and lift station #8 projects, we have learned that we have a total of \$6,032,492.14 awarded to contractors out of \$7,955,000 the Village has elected to borrow with the General Obligation Promissory Note approved by the Village Board on September 23, 2024. Which leaves an available balance of \$1,922,507.86 from the loan. Some of the money will go to upcoming engineering costs associated with the project, as well as other financial costs associated with the loan. However, we would like to fix another street within the TID #2 boundaries which is estimated at around \$1,000,000. In order to do that additional project, we need an engineer to draw up plans for the contractor which would take place on Flanner Rd and Jamroz Rd. The cost to design the project would be \$45,000. Our engineering firm for the entire TID #2 project is Roth Professional Solutions, and they would handle this additional aspect as well.

**PROPOSAL:** To accept the services agreement put forth by Roth Professional Solutions

**ADVANTAGES:** Jamroz and Flanner Rd. have broken apart and is beyond repair without a brand-new road and storm sewer. Water pools and has no place to flow except in residents' yards. For over ten years these roads have been a problem with the deuteriation and the water issues, but the Village never had money to properly fix it. Now with the additional money available from the loan we can properly fix our streets.

**ITEMIZE ALL ANTICIPATED COSTS:** \$45,000

**RECOMMENDED ACTION:** Accept the engineering services agreement from Roth Professional Solutions.

**ATTACHMENTS (describe briefly):** Pictures and Proposal













## **ENGINEERING SERVICES AGREEMENT**

This AGREEMENT (“Agreement”) is made as of March \_\_, 2025 by and between the VILLAGE OF KRONENWETTER (Village) and ROTH PROFESSIONAL SOLUTIONS (Consultant) which agree as follows:

### ***SECTION 1: SERVICES TO BE PERFORMED***

#### **A. SCOPE OF SERVICES**

Consultant shall perform or furnish professional services, as outlined in the “Request for Proposals: TID 2 Project E as outlined below (Hereinafter, ”Project”). The Consultant shall generally provide planning, surveying, geotechnical, design, coordinate public involvement, plans, specifications, bidding and supporting documentation.

The services to be provided include, but are not limited to the following:

#### **PROJECT E - Flanner, Jamroz Reconstruct & Drainage**

The scope of services for Project E is to be concurrent with Project A-B (Kronenwetter Drive South & Local Roads Rehabilitation) within TID2. Project E includes stormwater planning and administration which will likely include easement or right-of-way acquisition. Traditional road rehabilitation is planned in the work to integrate drainage solutions. The water and sewer utilities will be limited, that will cover manhole inspections for the repair or replacement of manholes or manhole castings & valves integral with pavement construction. Utility coordination will be required. It is possible, but not required, that Project E be added as a change order to Project A-B 2025 Road Rehabilitation. The goal is to advance the project as quickly as possible to ensure the utilization of favorable construction cost rates provided by the Contractor for Project A-B.

The following is a summary of services:

- Coordinate with Project A-B Contractor for Scheduling and Coordination and Initial Preparation of Change Order
- Title work by Surveyor
- Comprehensive road and R/W survey with extension of data towards proposed storm sewer outlet
- Geotechnical/borings completed and located, Wetland Delineation
- Project mapping, data, CAD development
- Due diligence on initial permitting
- Preliminary drainage plan, 50%
- Prepare public participation plan
- Initiate public contacts – direct property owner involvements

- Meet with DPW and Staff on project coordination, data, conditions
- Preliminary design report (pavement, base, etc.) 50%
- Utilities coordination
- Drainage analysis and report 90%
- Street lighting plans
- Erosion control plans
- Project plans and specifications 90%
- Municipal presentation/delivery
- Finalize permitting
- Public involvement meeting(s)
- Bid documents 100%
- Bid opening & contracts

**Exclusions:**

- Right-of-Way or Easement Land Cost Negotiation
- Environmental, Ecological or Archaeological Mitigation Services
- Railroad Coordination (for a railway obstruction, we are anticipating a horizontal directional bore to avoid a railroad shutdown)
- Retaining Wall Design (not anticipated)

**B. COMPENSATION**

Consultant shall provide professional services through each of the two (2) specified parts of the project as authorized by the Village, with those services being combined for one (1) project/billing format. The Consultant has estimated 400 hours, not including subconsultants. Subconsultants shall be billed through RPS and will appear on the invoice with their respective itemization. Services are to be compensated on an allocated lump sum fee for each analysis part as follows:

\$ 48,000

RPS Current Hourly Rates Through This Project Phase:

RPS President, Project Manager	\$175/hr
Project Engineer, Modeler	\$150/hr
Registered Land Surveyor	\$140/hr
Municipal Consultant	\$125/hr
Staff Engineer or Associate	\$120/hr
Technician	\$95-115/hr

**C. PROFESSIONAL STANDARDS**

In conducting the services, Consultant and its designated Sub-Consultants. will apply current professional judgment and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The Village acknowledges that “current professional

standards” shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later established standards.

#### **D. CONSULTANT’S AUTHORIZED REPRESENTATIVE**

The Consultant shall designate a primary representative with respect to the services to be performed or furnished. Said person will have complete authority on behalf of Consultant to transmit instructions, receive information, and interpret and define Consultant’s policies and render decisions for Consultant with respect to services. Alternate representatives proposed by Consultant or the Village shall be subject to the approval of the Village Administrator.

Principal Municipal Engineer and Main Contact: Robert J. Roth, PE

#### **E. PLANS, DRAWINGS, MAPS AND OTHER DOCUMENTS PRODUCED**

1. All documents developed as a result of this Agreement are instruments of service with respect to this project. The Village shall have the unrestricted right to make, retain, use, publish and/or provide to the public or any third-party copies of any such documents for any purpose whatsoever as if the documents constituted work made for hire. It is expressly intended by the parties that no document which the Village has directly or indirectly paid Consultant to produce under this agreement shall be subject to any copyright or other protection from unlimited copying and use by the Village or persons acquiring the documents through the Village.
2. Consultant shall maintain copies of all plans, maps, reports, drawings, computations or other documents generated pursuant to this Agreement and make copies thereof available to the Village upon request. Digital copies shall be provided in any format requested by the Village at any time. Consultant shall not destroy its last remaining copy of any such document without first offering it to the Village for safekeeping.

### ***SECTION II – VILLAGE RESPONSIBILITIES***

#### **A. VILLAGE RESPONSIBILITIES FOR PROJECT**

The Village, at its expense, shall do the following in a timely matter so as not to delay or hinder Consultant in its furnishing of services:

1. Furnish Consultant with reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to this Agreement, upon request. Unless otherwise specified, Consultant may rely upon information furnished by the Village’s authorized officers and employees without independent verification.
2. Schedule and properly notice public meetings as identified within the scope. Assist with arranging other meetings deemed necessary for the implementation of projects. These meetings may include meetings with agencies, landowners, concerned citizens, etc.

3. Take reasonable steps to arrange for access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform its work under this Agreement. Direct communication(s) by the Village to individual property owners may also be required.
4. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that significantly affects the scope or time of performance or furnishing of Consultant's services or any defect or nonconformance in Consultant's services or in the work of any Contractor.
5. Furnish data in the Village's possession prepared by others to Consultant relevant to any services rendered by this Agreement together with any existing professional interpretations of the foregoing.
6. Examine studies, reports, and other documents presented by Consultant, and render, in writing, decisions pertaining thereto.
7. Consultant shall not be responsible for the accuracy and completeness of data furnished by the Village, including, but not limited to, computations, record drawings, and maps furnished by the Village.
8. The Village agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as it may deem necessary for the project.

#### **B. VILLAGE'S AUTHORIZED REPRESENTATIVE**

The Village's Authorized Representative under this Agreement shall be the Director of Public Works, or his/her designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to Consultant's services under this Agreement.

### **SECTION III – PERIOD OF SERVICES**

#### **A. TIMETABLE**

The services under this Agreement shall be completed according to a scope and schedule agreed upon by the Village and Consultant. However, the parties mutually agree as part of this Engineering Services Agreement that the following timetable shall apply to this project:

- 1.

**Services to begin ASAP and be Expedited by the RPS along the Earliest Allowable Timeframe.**

Any changes in the scope or schedule for completion shall require mutual written agreement between the Village and Consultant. Due to the extensive public



involvement required for the project, this timeframe could be subject to delays. This can be from extended easement or right-of-way acquisition discussions, additional required public involvement or other outside jurisdictional requirement.

## **B. TERM OF AGREEMENT**

This Agreement shall commence as of the date set forth above and shall expire on the date upon which the final documents for all parts of project are received by the Village.

## **C. TERMINATION OF AGREEMENT**

1. The obligation to provide further services under this Agreement may be terminated:
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. By Consultant upon seven days written notice if the Village has failed to pay for previous services rendered and its account is more than 90 days past due.
3. By Village effective upon the receipt of the Village's notice by Consultant.
  - a. In the event of termination not based on Consultant's failure to perform, Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination based upon the reasonable values of such services performed to date. The basis for compensation set forth in this Agreement shall take precedence for any determination for the value of services performed.

## **SECTION V – GENERAL PROVISIONS**

### **A. INSURANCE**

Consultant shall maintain, throughout the term of this Agreement, insurance coverage for Worker's Compensation, General Liability, and Professional Liability with limits reasonably acceptable to the Village. Consultant shall provide the Village with a certificate of insurance upon request showing the required coverage.

### **B. ENTIRE AGREEMENT**

This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by a written agreement, duly executed by all parties.

### **C. INDEMNIFICATION**

The Consultant hereby expressly agrees to indemnify and hold the Village and its agents harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of services pursuant to this Agreement. The Consultant further agrees to aid and defend the Village or its agents (at no cost to the Village or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Consultant for failure of the Village to perform under this agreement. The Consultant is not an agent or employee of the Village.

#### **D. GOVERNING LAW**

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Wisconsin.

#### **E. DISPUTE RESOLUTION**

1. In the event a dispute shall develop between the Village and Consultant arising out of or related to this Agreement, the Village and Consultant agree to use the following process to resolve the dispute:
  - a. The Village and Consultant agree to first negotiate all disputes between them in good faith.
  - b. If the Village and Consultant are unable to resolve the dispute by negotiation as described above, the Village and Consultant agree to submit the dispute to non-binding mediation.
    - 1) The cost of any mediator shall be paid equally by the parties, and each party shall be responsible for its own legal and other costs of participating in the mediation.
    - 2) If the Village and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

#### **F. SEVERABILITY**

If any provision of this Agreement shall, under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

_____	ROTH PROFESSIONAL SOLUTIONS, INC. _____
Designated Village Representative	CONSULTANT _____
	By: _____
Date: _____	Date: _____